

**This Agreement is made between the**

**School District of Mystery Lake**

(Hereinafter called the Board)

**and the**

**Thompson Teachers' Association**

**of the**

**Manitoba Teachers' Society**

(Hereinafter called the Association)

**For the Years July 1<sup>st</sup>, 2018 – June 30<sup>th</sup>, 2022**

**PREAMBLE**

This Agreement is made pursuant to the provisions of the Manitoba Public Schools' Act and the Education Department Act.

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 the Individual Statutory Contract, to establish certain other conditions deemed advisable and to provide a basis for improving the professional services rendered to the school children and taxpayers of the School District of Mystery Lake.

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## **DEFINITION - MANITOBA EDUCATION**

Whenever used in this collective agreement "Manitoba Education" shall mean the appropriate department within the Department of Education for the Province of Manitoba.

## **ARTICLE 1 – RECOGNITION OF AGREEMENT**

### **1.01 Effective Period**

- a. This Agreement shall come into force and take effect on the 1<sup>st</sup> day of July, 2018; it shall remain in full effect for a period of forty-eight (48) months from that date and shall thereafter continue in effect from year to year unless either party hereto shall give notice by April 30<sup>th</sup>, 2022 by registered mail of intention to terminate or to seek amendment to this Agreement. It is agreed that, in such event, the party that gives notice shall present proposals to the other party at a meeting prior to the 1<sup>st</sup> day of May of such year. The parties shall make every reasonable effort to conclude the Agreement prior to the expiry date of the current contract. The new or amended Agreement shall be effective from the 30th day of June, 2022 following the giving of notice of a desire to negotiate a new Agreement.
- b. A copy of this Agreement and the Board Policy on moving allowance shall accompany an offer of employment to a prospective teacher.

## **ARTICLE 2 - TEACHERS' SALARIES AND ALLOWANCES**

### **2.01 Salary and Allowances**

A teacher's salary shall consist of a basic allowance for professional and academic training in accordance with the salary classification scale set out in Article 2, Section 2.04 plus additional applicable allowances as follows:

- a. Allowances for experience (see Article 2, Section 2.04)
- b. Measurable Responsibility (see Article 3)
- c. Special Class Allowance (see Article 4, Section 4.01)

### **2.02 Classification of a Teacher**

#### **a. Determination of Salary and Allowances of a Beginning Teacher**

The rating and accredited years of experience as established by Manitoba Education shall determine the placement of the teacher on the salary scale and shall determine the allowances for accredited experience, except where teachers

improve their qualifications. In such cases, the provisions of Article 2.03 shall apply.

**b. Payment of Salaries**

Teachers' salaries shall be paid in twenty-four (24) equal successive installments paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month except in February when the installments will be paid on the 15<sup>th</sup> and 28<sup>th</sup> of the month.

**c. Classification of Teachers**

The onus is on the teacher:

1. To register documented evidence of qualifications and experience with the Professional Certification Branch of Manitoba Education.
2. To provide acceptable documentation from the Professional Certification Branch verifying grant and accredited experience rating, to the Secretary-Treasurer for purposes of determining and receiving salary and allowances for experience.

**d. Vocational Industrial Teachers**

1.
  - a. A teacher with a provisional or permanent certificate in vocational industrial education shall be placed in Class 4.
  - b.
    - i. A teacher with a letter of authority or permit to teach vocational education shall be placed in Class 3.
    - ii. A teacher placed in b) i) with thirty (30) or more education credit hours shall receive an additional six hundred dollars (\$600.00) annually until he/she reaches maximum.
2. For the vocational teachers related work experience will be granted as follows:

One increment will be granted for each year of related work experience up to three (3) years, thereafter one increment will be granted for each two (2) years of related work experience to a maximum of three increments – to a maximum of six (6) increments for nine (9) years of related work experience. Total number of increments shall not be greater than the required amount of increments needed to get a maximum salary.

In areas of employment in which a journeyman certificate is not issued, related work experience shall be calculated from the time the person

became qualified in the area of employment by virtue of the fact that the person held a position in the area of employment. However, only those years of employment in the particular area shall be counted as related work experience.

**3. Teachers not classified under the terms of this Contract.**

The salary of a teacher whose educational qualifications do not allow for him or her to be placed on the present salary schedule shall be subject to negotiations between the Association and the Board. These negotiations shall commence within fourteen (14) days of notice of intent being given by either party.

**2.03 Improved Qualifications**

Any teacher who improves his or her professional or academic qualifications during any part of the year shall be paid according to those improved qualifications as provided in this Agreement.

- a. Where evidence that Manitoba Education recognized the improved qualifications is submitted to the Secretary-Treasurer before June 30<sup>th</sup>, an increase in salary shall be retroactive to January 1<sup>st</sup> of that year.
- b. Where evidence that Manitoba Education recognized the improved qualifications is submitted to the Secretary-Treasurer before December 31<sup>st</sup> an increase in salary shall be retroactive to September 1<sup>st</sup> of that year.



## 2.04 Basic Salary Schedule

### SEPTEMBER 1, 2018

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	41,094	45,886	50,102	60,804	65,058	69,229	73,391
1	43,289	48,316	53,234	64,293	68,653	72,998	77,337
2	45,483	50,748	56,368	67,783	72,253	76,769	81,284
3	47,677	53,175	59,503	71,273	75,849	80,537	85,228
4	49,870	55,607	62,635	74,765	79,444	84,307	89,176
5	52,067	58,035	65,767	78,253	83,042	88,080	93,124
6	54,265	60,469	68,901	81,741	86,637	91,850	97,069
7	-	62,896	72,035	85,229	90,235	95,618	101,014
8	-	-	-	88,718	93,833	99,389	104,959
9	-	-	-	92,207	97,428	103,158	109,522
10	-	-	-	95,700	101,026	106,929	112,854

### SEPTEMBER 1, 2019

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	41,669	46,528	50,803	61,655	65,969	70,198	74,418
1	43,895	48,992	53,979	65,193	69,614	74,020	78,420
2	46,120	51,458	57,157	68,732	73,265	77,844	82,422
3	48,344	53,919	60,336	72,271	76,911	81,665	86,421
4	50,568	56,385	63,512	75,812	80,556	85,487	90,424
5	52,796	58,847	66,688	79,349	84,205	89,313	94,428
6	55,025	61,316	69,866	82,885	87,850	93,136	98,428
7	-	63,777	73,043	86,422	91,498	96,957	102,428
8	-	-	-	89,960	95,147	100,780	106,428
9	-	-	-	93,498	98,792	104,602	111,055
10	-	-	-	97,040	102,440	108,426	114,434

### SEPTEMBER 1, 2020

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	41,877	46,761	51,057	61,963	66,299	70,549	74,790
1	44,114	49,237	54,249	65,519	69,962	74,390	78,812
2	46,351	51,715	57,443	69,076	73,631	78,233	82,834
3	48,586	54,189	60,638	72,632	77,296	82,073	86,853
4	50,821	56,667	63,830	76,191	80,959	85,914	90,876
5	53,060	59,141	67,021	79,746	84,626	89,760	94,900
6	55,300	61,623	70,215	83,299	88,289	93,602	98,920
7	-	64,096	73,408	86,854	91,955	97,442	102,940
8	-	-	-	90,410	95,623	101,284	106,960
9	-	-	-	93,965	99,286	105,125	111,610
10	-	-	-	97,525	102,952	108,968	115,006

**SEPTEMBER 1, 2021 \*\***

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	41,877	46,761	51,057	61,963	66,299	70,549	74,790
1	44,114	49,237	54,249	65,519	69,962	74,390	78,812
2	46,351	51,715	57,443	69,076	73,631	78,233	82,834
3	48,586	54,189	60,638	72,632	77,296	82,073	86,853
4	50,821	56,667	63,830	76,191	80,959	85,914	90,876
5	53,060	59,141	67,021	79,746	84,626	89,760	94,900
6	55,300	61,623	70,215	83,299	88,289	93,602	98,920
7	-	64,096	73,408	86,854	91,955	97,442	102,940
8	-	-	-	90,410	95,623	101,284	106,960
9	-	-	-	93,965	99,286	105,125	111,610
10	-	-	-	97,525	102,952	108,968	115,006

\*\* Plus COLA as per Article 2.04(a)

**2.04 (a) COLA**

- a. 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) change is made known, the increase will be applied retroactively to September 1, 2021.

**Anniversary Date**

The anniversary date for scheduled increments shall be September 1<sup>st</sup> or January 31<sup>st</sup>, for each accredited year of experience as allowed by Manitoba Education

**ARTICLE 3 – MEASURABLE RESPONSIBILITY****3.01 Principals****a. Allowances**

Principals will be paid an allowance above and beyond the salaries outlined in Article 2.04 and shall be determined on the following weighted enrolment:

- Kindergarten - ½ where ½ time K program is offered
- Elementary - 1
- Secondary - Junior grade (7 and 8) = 1-1/4  
- Senior grade (9 – 12) = 1-1/2
- Special Needs (including Low Incidence 1, II, III) = 3

	<b>Start of Fall Term 2018</b>	<b>Start of Fall Term 2019</b>	<b>Start of Fall Term 2020</b>	<b>Start of Fall Term 2021**</b>
<b>UP TO 499</b>	24,955	25,304	25,431	25,431
<b>500-699</b>	27,161	27,541	27,679	27,679
<b>700-899</b>	29,355	29,766	29,915	29,915
<b>900-1099</b>	31,560	32,002	32,162	32,162
<b>1100-1299</b>	34,194	34,673	34,846	34,846
<b>1300-1499</b>	36,400	36,910	37,095	37,095
<b>1500-1699</b>	38,604	39,144	39,340	39,340
<b>1700 AND UP</b>	40,804	41,375	41,582	41,582

\*\*Plus COLA as per Article 2.04 (a)

**b. Weighted Enrolment Schedule:**

- i. Initial placement of an individual vertically on the weighted enrolment table shall be determined by the weighted enrolment calculated at the end of the month in which the individual begins services except September, where the calculation will be determined mid month
- ii. Allowance will be paid on a ten (10) month basis. The allowance payable for any one month shall be based on the enrolment of the preceding month – except September – mid month.
- iii. In the event of a shift of students from one school to another, the adjusted weighted enrolment shall become effective:
  - a. School of original enrolment – per the weighted enrolment calculated at the end of the month prior to the transfer, with such payment made effective to the date of transfer on a pro-rated basis, with the remainder of the monthly allowance in accordance with Article 3.01 b. i.
  - b. School receiving the new enrolment – per the weighted enrolment calculated at the end of the next month following the transfer or opening of school with payment made retroactively to the date of the transfer on a pro-rated basis.

### 3.02 Vice Principals

#### a. Supervising Vice Principals

If a supervising or teaching Vice Principal is appointed, the allowance paid shall be one half (1/2) the allowance on the Principal's weighted enrolment for that school.

#### b. Teaching Vice Principal

i. When a teaching Vice Principal is appointed his/her time off from teacher duties shall be a minimum of:

Up to 399	weighted enrolment	1.8 days per cycle
400 – 499	weighted enrolment	2.4 days per cycle
500 – 599	weighted enrolment	3.0 days per cycle
600 and over	weighted enrolment	3.6 days per week

#### c. Absence of the Principal

i. During the absence of the Principal and Vice Principal(s) payment of an allowance, as outlined below, shall be made to a teacher(s) designated by the Principal after consultation with and approval of the Superintendent.

Start of Fall Term 2018	Start of Fall Term 2019	Start of Fall Term 2020	Start of Fall Term 2021 **
81.65	82.79	83.20	83.20

\*\*Plus COLA as per Article 2.04 (a)

ii. In the absence of the Principal of the school, where a Vice Principal has been appointed, the Vice Principal shall assume the responsibilities of the Principal. Where more than one Vice Principal has been appointed, one must be designated as the second in command. In the case of a Principal's absence for one (1) full day, a substitute will be provided to assume the teaching duties of a Vice Principal.

iii. Any Vice Principal replacing a Principal for a period of four (4) or more consecutive teaching days shall be paid at the daily rate of one-two hundredths (1/200) of the Principal's Administrative Allowance on the scale for that school, commencing on the fifth (5<sup>th</sup>) day of the Principal's absence.

### 3.03 Coordinators

#### Start of Fall Term 2018 - June 30, 2022

- Coordinators, when appointed, will be paid an annual allowance as follows:

Start of Fall Term 2018	Start of Fall Term 2019	Start of Fall Term 2020	Start of Fall Term 2021**
8,475	8,594	8,637	8,637

\*\*Plus COLA as per Article 2.04 (a)

### 3.04 Department Heads

- a. A Department Head shall be a qualified teacher appointed by the Board to assist the Principal in the operation of a specific subject area/grade grouping with specific duties assigned to the position by the Principal.
- b. Department Heads who head a department of three (3) or more teachers shall be assigned a teaching load equivalent to a minimum of one section less than the average teaching time assigned to teachers in the same school based on full time equivalency.
- c. **Annual Department Head Allowance**

The annual department head allowance based on full time equivalency shall be based on the number of teachers within their department or grade level grouping.

	Start of Fall Term 2018	Start of Fall Term 2019	Start of Fall Term 2020	Start of Fall Term 2021**
<b>CLASS 1 3-6 TEACHERS</b>	3,126	3,170	3,186	3,186
<b>CLASS 2 7-9 TEACHERS</b>	4,254	4,314	4,336	4,336
<b>CLASS 3 10+ TEACHERS</b>	5,379	5,454	5,481	5,481

\*\*Plus COLA as per Article 2.04 (a)

**3.05 Interpretation and Application of Article**

- a. The anniversary dates for scheduled increments shall be either September 1 or January 31 following each year of service in a position.
- b. Remuneration for any new position created by the Board not covered by this agreement is subject to negotiation and agreement between the Association and the Board.
- c. Job specifications shall be available to teachers applying for positions covered in Article 3 of this Agreement.
- d. Where a position of measurable responsibility becomes vacant or a new position is created before May 1, the Board will make every effort to fill the position by May 21. Applicants already teaching in the District will be notified by May 21 of the status of their applications.

**3.06 Advertising for a Position**

Unless there is mutual agreement between the Board and the Association, the Board shall not advertise for applicants to fill any position listed in Article 3 that is not vacant.

**ARTICLE 4 – OTHER ALLOWANCES**

**4.01 Special Class Allowance**

**a. Allowance Based on Teaching Time**

Any teacher teaching special classes fifty percent (50%) or more of teaching time shall be paid an allowance above the basic schedule, but when such teachers vacate such positions, the newly hired teacher shall not receive such allowance.

Special classes shall be defined as follows:

Educable Mentally Handicapped, Trainable Mentally Handicapped, Non-English Speaking Classes, Crisis classes (those containing students with severe emotional and/or behavioral problems).

<b>Start of Fall Term 2018</b>	<b>Start of Fall Term 2019</b>	<b>Start of Fall Term 2020</b>	<b>Start of Fall Term 2021</b>
<b>1,411.95</b>	<b>1,411.95</b>	<b>1,411.95</b>	<b>1,411.95</b>

## **ARTICLE 5 – LOANS**

### **5.01 Special Course Loans**

- a. When the Board requests a teacher to take a course in preparation for a specific teaching assignment, the Board shall pay an allowance to a maximum of five hundred dollars (\$500.00) towards expenditures incurred if the teacher contracts to return for a minimum of two (2) years after such a course. If this two (2) year contract period of service is not completed by the teacher, then the allowance shall be diminished in proportion of the number of uncompleted teaching days remaining in the contract period, and any money in excess of the calculated allowance received by the teacher shall be considered as a short term loan returnable to the Board within one (1) month of termination of employment.
- b. When the request is made, if it appears that expenses will exceed five hundred dollars (\$500.00), the Board may increase the amount commensurate with the additional expense. Such arrangements shall be made prior to the course being taken.

### **5.02 Grants for University Courses**

University Course Grants of three hundred fifty dollars (\$350.00) per half course up to two (2) half courses shall be available to those teachers taking courses at a recognized post secondary institution. Effective September 2015 the amount for University Course Grants available to teachers will increase to five hundred dollars (\$500.00) per half course up to two (2) half courses. The total sum available for all courses shall increase from ten thousand dollars (\$10,000.00) to fifteen thousand dollars (\$15,000.00) effective September 2015. In the event that a full allocation of fifteen thousand dollars (\$15,000.00) is not applied for, the applicants will be so advised and given the opportunity to apply for a further two half courses, on a first come, first served basis until the Fifteen thousand dollars (\$15,000.00) maximum has been reached. Details regarding the application of this clause are described in Board Policy 2. A.215.

## **ARTICLE 6 – SUBSTITUTE TEACHERS**

### **6.01 Daily Salary Schedule**

*Definition:* A certified substitute teacher shall be a teacher who holds a valid teaching certificate as issued by Administration and Professional Certification and Records Branch, Manitoba Education. (Effective as of the signing of the contract)

**a. Daily Salary Schedule**

A substitute teacher is one who is engaged to stand in for a teacher under contract who is absent from duty. Substitute teachers shall be paid as follows: (Inclusive of vacation pay)

	<b>Start of Fall Term 2018</b>	<b>Start of Fall Term 2019</b>	<b>Start of Fall Term 2020</b>	<b>Start of Fall Term 2021**</b>	<b>January 1, 2022 **</b>
NON CERTIFIED	<b>147.40</b>	<b>149.46</b>	<b>150.21</b>	<b>150.21</b>	
CERTIFIED	<b>208.35</b>	<b>211.27</b>	<b>212.33</b>	<b>212.33</b>	

\*\* (i.) Rates for the 21/22 school year will be effective on the date the parties confirm the amount of the adjustment (in January 2022 or as soon as possible thereafter).

**b. Salary Schedule When Substitution Exceeds Four (4) Days**

Any substitute teacher replacing a regular staff member for a period exceeding four (4) consecutive teaching days shall be paid at the daily rate of one/two hundredths (1/200) of the annual salary complying with the qualifications of the relieving substitute teacher, according to the schedule commencing on the fifth (5th) day of the replacement period. Administration and/or Professional Development days will not constitute a break of consecutive days worked.

**c. Call in Pay**

If, due to an error on the part of the Board Office or Principal, a substitute is told to report but finds upon reporting that his/her services are not required, the Board will pay for one half (1/2) day service.

**d. Sick Leave**

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

**e. Manitoba Teachers' Society fees and Thompson Teachers' Association fees shall be deducted from a substitute teacher's monthly pay.**



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

- f. The only matters that may be grieved under the Settlement of Differences Article 24 by a substitute teacher or the Association on behalf of the substitute teacher are the provisions of Article 6, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.
- g. In addition to Article 6, the following articles of the collective agreement shall apply to substitutes:

Preamble	
Article 1	Recognition of Agreement
Article 2	Teachers' Salaries and Allowances (2.02 and 2.03 where applicable)
Article 16	Interest on Retroactive Pay
Article 18	Meal Period
Article 19	Parking
Article 20	Freedom from Violence
Article 21	Medical- Physical Procedures
Article 22	Extra-Curricular Activities
Article 24	Discipline
Article 26	Obligation to Act Fairly

## **ARTICLE 7 – LEAVES**

### **7.01 Sabbatical Leave**

The Board recognizes the principle of Sabbatical Leave and will consider each applicant for said leave on his/her individual merit.

When a teacher is granted Sabbatical Leave, he/she shall be entitled to:

- The greater of five thousand three hundred dollars (\$5,300.00) or thirty percent (30%) of basic salary with two (2) years of service with the Board.
- Forty-five percent (45%) of basic salary with five (5) years of service with the Board.
- Sixty percent (60%) of basic salary with seven (7) years of service with the Board.

This leave shall not count as experience for increment purposes unless recognized by Manitoba Education.

The teacher shall not sign a contract with another school division/district while on Sabbatical Leave.

A teacher on Sabbatical Leave shall continue to have Group Life Insurance Plan, Drug, Ambulance/Semi-Private Hospital Plan, Dental Plan, Vision Plan and Salary Continuance Plan available to him/her.

## **7.02 Bereavement/Compassionate Leave**

- a. Each teacher shall be allowed Bereavement Leave without loss of salary up to six (6) 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, 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 four (4) 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. (i) In the case of the death of aunts and uncles, one (1) day of Compassionate Leave shall be allowed if requested without loss of salary.
  - (ii) A teacher shall be allowed up to an additional four (4) teaching days at substitute deduction where travel is required to attend an aunt or uncle's death outside of Thompson.
- d. 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.
- e. Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave. The Board reserves the right to request evidence from a physician for any absences allowed herein.

## **7.03 Sick Leave**

- a. When a teacher is sick, he/she shall be entitled to a leave of absence (herein called "sick leave") during his/her sickness and shall be entitled to be paid his/her full salary during such sick leave.
- b. Each teacher shall be credited with twenty (20) teaching days sick leave with full salary at the beginning of each year of continuous employment as a teacher with this School District.

- c. All unused sick leave in each year shall accumulate from year to year to the credit of each teacher, but shall at no time exceed a credit of two hundred (200) teaching days.
- d. A teacher on sick leave shall be paid the same amount he/she would be paid if he/she were on duty until the teacher has exhausted all accumulated sick leave.
- e. A teacher shall not accumulate sick leave while on Sabbatical Leave.
- f. A teacher shall be entitled to use, for each incident, a maximum of fifteen (15) days from his/her sick days accrual to attend to the medical needs of each person listed in Article 7.02(b). Additional days from his/her sick day's accrual may be granted at the discretion of the Board.
- g. Any teacher using sick leave as a result of accidental, physical injury at work, shall have said leave reinstated upon return to teaching duties.
- h. Teachers on contract prior to 1986 will be subject to terms outlined in the Memorandum of Agreement.
- i. When driving outside of Thompson for a referred medical/dental specialist appointment(s) on normal work days, the teacher will be allowed the day before, if it is a work day, to travel there, a day for the appointment, and the next calendar day to travel back if it is a normal work day.

#### **7.04 Maternity/Parental/Adoptive Leaves**

##### **General**

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. After a teacher has applied for Maternity and/or Parental/Adoptive Leave as provided for in Article 7.04 (3) and (4), the parties shall enter into a written agreement that:
  - a) an employee who returns to teaching duties within the same school year shall be reinstated to the position occupied by the teacher prior to the leave commenced;
  - b) where the Maternity or Parental/Adoptive Leave spans two (2) school years, the employee will be reinstated to either the same position occupied by the teacher at the time the leave commenced or a comparable position with no less than the same wages and benefits;

c) the date the teacher will resume teaching duties unless the District agrees to extend the leave;

d) the District will pay the employer's portion of the benefits contained in Articles 9.01, 9.02, 9.03 and 9.05 for the leave periods.

### **Maternity Leave**

3. Every female teacher who has been employed by the District for seven (7) months shall be entitled to Maternity Leave of up to seventeen (17) weeks if she:
- a) submits an application for leave at least four (4) weeks before the date she wishes her leave to commence and indicates the date she wishes to resume her teaching duties; and
  - b) provides a medical certificate giving the estimated date of delivery.

### **Parental/Adoptive Leave**

4. Every teacher who has been employed by the District for seven (7) months shall be entitled to Parental/Adoptive Leave of up to thirty-seven (37) weeks if the teacher submits an application for leave at least four (4) weeks before the date the teacher wishes the leave to commence, indicates the date the teacher wishes to resume teaching duties, and in the case of adoption provides documentation of the estimated date the teacher is to gain custody of a child.

### **Top-Up Benefits**

5. Effective July 1<sup>st</sup>, 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.
6. Effective July 1<sup>st</sup>, 2015, the District 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 Leave 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 and/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 District 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 the Maternity Leave benefits.

## **7. 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 District

### **7.05 Leave of Absence for Society Duties**

A teacher being a member of the Manitoba Teachers' Society Committee or of the Executive Committee or any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society, or any branch thereof, and being authorized by the Executive Committee, shall be excused from school duties for either purpose or both purposes providing that collectively the total number of days does not exceed eighty-five (85) days with a maximum of six (6) teachers being absent on any occasion. On two (2) occasions per year, more than six (6) teachers may be absent subject to substitute teachers being available. The cost of providing a substitute teacher salary must be paid by the Society. No additional leave of absence within this clause will be available except with the consent and approval of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

### **7.06 Deduction of Salary for Absence**

When a teacher is absent from teaching duties for one half (1/2) day to ten (10) consecutive teaching days, unless it is for illness or other reasons heretofore stated in this agreement, written permission of the Board must be obtained and any teacher thus absent from duty may have "per diem" less thirty percent (30%) of his/her annual salary deducted for each day absent from duties. For absence after ten (10) consecutive teaching days, salary may be deducted at the rate of "per diem" for each subsequent consecutive day.

"Per diem" for Article 7.06 shall mean the fraction that one (1) school day bears to the total number of days as prescribed by the Minister in any given school year.

### **7.07 Reinstatement After Leave**

When a teacher indicates his/her intention to return from leave, the Board will attempt to reinstate the teacher in the previously occupied position, or failing this, the Board will attempt to reinstate the teacher in a comparable position.

### **7.08 Jury Duty**

Teachers called for Jury Duty shall be paid the rate of pay amounting to the difference between the amount paid for jury services, exclusive of expense allowances, and the amount that would have been earned had the teacher worked on such a day.

## **7.09 Involuntary Absenteeism**

A teacher who is absent from duties due to inclement weather and related travel conditions shall not suffer a reduction in salary for the time period involved provided that:

- i. The R.C.M.P. or Highways Department does not recommend travel due to poor or unsafe driving conditions.
- ii. Regular air carriers are unable to fly to Thompson and no alternate arrangements are available to the teacher because of carrier timetables.

## **7.10 Special Leave Plan**

### **Purpose**

The purpose of this special leave plan is to provide teachers with a minimal financial package in order that they may take a year's leave of absence from their teaching duties in order to pursue other interests.

The plan is structured to be a minimal cost to the Board and not place the Board in a difficult position regarding staffing.

The plan will commence July 1<sup>st</sup>, 1998.

### **Eligibility**

A special leave shall be granted by the Board for those teachers who have a minimum of ten (10) full or part time years of continuous service, including approved leaves, in the School District of Mystery Lake.

### **Guidelines**

A successful applicant shall not be eligible to apply for another leave under Article 7.10 for a period of ten 10 years from the date of their leave.

The Salary payable for the one (1) year leave would be the lesser of the difference between the salary of the teacher on leave and the salary of a Class V 1<sup>st</sup> year teacher's salary excluding any allowances, or twenty thousand dollars (\$20,000.00) less prepaid premiums as outlined in these guidelines. Part time teachers will be pro-rated accordingly.

A teacher on leave is eligible to continue participation in group benefits by requesting to do so in writing and prepaying both the teacher portion and employer portion of such benefits in advance of leave commencing. If there is any rate change during the leave, then the teacher would be charged with such increases on return to their duties.

A minimum of one (1) special leave shall be granted during a school year (as defined in the P. S. A. Regulations).

Application for a leave must be made prior to April 1<sup>st</sup> in the year preceding the next school year.

When there are more than two (2) applicants, a committee comprised of two (2) trustees, the Superintendent and two (2) TTA Executive members will decide on the successful applicants.

On the termination of the Special Leave the teacher(s) will be reinstated in the position occupied by them at the time they commenced their leave, or in a comparable position

With not less than the same wages and benefits, depending on what vacancies are pending at that time.

A special leave shall not be granted concurrently with any other leave.

A special leave shall not count as experience for increment purposes.

A replacement teacher may be hired on a Limited Term General Contract.

A teacher not returning following this leave will not be eligible for any retirement benefits under Article 23.

A teacher shall enter into a formal agreement specifying the terms and conditions of the leave.

### **7.11 Religious Leave**

- a. 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 reason of religious holy days without first notifying the Superintendent 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, however, not later than September 30<sup>th</sup>.
- ii. In instances where religious holy leave days are 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(s) falls within the first ten (10) working days of the school year where notice shall not be less than five (5) working days.

- iii. Where the appropriate notice has not been given, religious holy days leave will be provided and the teacher's regular salary will be deducted at the certified substitute teacher rate.
- b. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

## **ARTICLE 8 – MANITOBA TEACHERS' SOCIETY FEES**

### **8.01 Deduction of Fees at Source**

- a. The annual Provincial membership fees and the local Association membership fees for members employed by the Board shall be collected by payroll deduction. Deductions for annual Provincial membership fees shall be made in twenty (20) or twenty-four (24) equal installments commencing in September. Deductions for local Association membership fees shall be made in two (2) equal installments on the last pay period during the months of September and January. Deductions shall be made automatically unless direction is received from the teacher not to deduct these fees. This direction must be received in writing to the Secretary-Treasurer on or before September 20<sup>th</sup> of each year.
- b. In consideration of the District making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the District harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the District by reason of the District making the compulsory check-off of Union dues provided for in this article.

## **ARTICLE 9 – BENEFITS**

### **9.01 Group Life Insurance**

- a. A plan of Group Life Insurance shall be made available to the eligible teaching staff, and the cost of premiums shall be cost shared on an equal basis by the teachers and the Board. Participation in the plan is mandatory for all eligible employees.

**b. Deduction of Premiums**

The Board shall make the necessary payroll deductions for those eligible teachers.

- c. An eligible employee is one who is a permanent employee with a statutory contract of hire that is for at least .25 full time equivalency, or, a term employee who has signed a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days and the full time equivalency is for at least .25. Spring break and Christmas break do not constitute a break in continuous service.
- d. Coverage begins the date an eligible employee actually begins working for the District. The amount of Life Benefit is two hundred thousand dollars (\$200,000.00.)
- e. For the actual terms and conditions of the plan please refer to the Group Benefits booklet re: Contract #41180.

**9.02 Drug, Ambulance/Semi-Private Hospital Plans**

- a. The Board agrees to provide the eligible teachers with the Blue Cross Ambulance/Semi Private Hospital and Drug Plan # 41180 (extended Health Benefits with oral contraceptive pill) covering ninety percent (90%) of the prescription costs with no deductible.
- b. An eligible teacher is one who has a signed Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.
- c. The Board will administer the plan but it is understood that individual teachers will send in their own bills for reimbursement.
- d. The Board agrees to provide coverage for hearing aides effective the Fall Term 2004 on the basis of four hundred dollars (\$400.00) once every four (4) years.
- e. It is agreed that if a change in carrier occurs, identical coverage will be provided.

**9.03 Dental Plan**

- a. The Blue Cross Dental Plan #41180 will be made available to all eligible teachers.

- b. An eligible teacher is one who has signed a Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.
- c. The cost of the premiums shall be paid in full by the Board.
- d. The Board further agrees to pay dental claims based on the Northern Dental Fee Guide effective the Fall Term 2004.
- e. The Board agrees to provide coverage for adult orthodontics, effective the Fall Term 2004.
- f. It is agreed that if a change in carrier occurs, identical coverage will be provided.

**9.04 Travel Allowance**

- a. Each full time teacher who has taught a minimum of One hundred sixty (160) days in the current school year and has contracted to return the following September shall receive a travel allowance of:

Regular part time teachers will be paid a partial travel allowance prorated on the basis of teaching time.

A part year teacher will be paid a partial travel allowance prorated as follows:

$$\frac{\text{No. of days taught}}{200} \times \frac{\text{Allowance}}{\text{Maximum}} = \text{Allowance Due}$$

Start of Fall Term 2018	Start of Fall Term 2019	Start of Fall Term 2020	Start of Fall Term 2021
865.66	865.66	865.66	865.66

- b. Teachers going on Sabbatical Leave shall be paid said allowance upon their return to service.

**9.05 Vision Plan**

- a. The Blue Cross Vision Plan #41180 shall be made available to all eligible employees.
- b. An eligible teacher is one who has signed a Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory

contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.

- c. The cost of the premiums shall be paid in full by the Board.
- d. The District shall, upon presentation of an acceptable receipt, reimburse for eye examinations for teachers only, one (1) eye exam to a maximum of seventy (\$70) dollars once in each two (2) year period.
- e. It is agreed that if a change in carrier occurs, identical coverage will be provided.

#### **9.06 Health Care Benefits and Long Term Disability Benefits**

A teacher who continues to be in receipt of LTD Plan benefits after three (3) years shall be able to continue in the Blue Cross and Life Insurance Plan.

It is agreed that if a change in carrier occurs, identical coverage will be provided.

### **ARTICLE 10 – SALARY CONTINUANCE INSURANCE PLAN**

#### **10.01 Salary Continuance Insurance Plan**

Teachers engaged after January (1<sup>st</sup>), 1974 shall be required to participate in the Salary Continuance Insurance Plan presently administered by the Board.

- a. The MTS has established a LTD Plan pursuant to the Constitution Bylaws and Policies of the Society. The Parties acknowledge that the rights of the Association members to LTD benefits are as established by the Disability Plan which is amended from time to time by the Society.
- b. The District will continue to deduct and forward premiums for the Manitoba Teachers' Society Long Term Disability Plan, as directed by the Association.
- c. Save and except for the deduction and remittance of premiums, as directed by the Association, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of this Long Term Disability Plan administered by the Manitoba Teachers' Society.

## **10.02 Short Term Disability Plan**

Subject to the Memorandum of Agreement regarding short term disability the Board of Trustees agree to pay the cost of a short term disability plan for teachers. This plan will be used to pay benefits for personal illness after sick leave is exhausted, for the balance of the Long Term Disability Plan waiting period of eighty (80) working days from the last day worked. If the teacher does not qualify for LTD the benefits are paid to the one hundred and thirty-fifth (135<sup>th</sup>) calendar day from the last day worked.

## **ARTICLE 11 – TERMINATION OF SERVICE WITH THE DISTRICT**

### **11.01 Termination Notice**

Teachers working under the terms of this Agreement must, in order to terminate their employment, serve written notice to the Board according to the terms of the Individual Agreement signed by the Chairperson of the School Board, the Secretary-Treasurer and/or their designate(s) and the individual teacher. Similarly, the Board must serve written notice upon the Teacher according to the terms of the same agreement.

### **11.02 Lay-Off Clause**

- a. The Board recognizes that teachers are concerned about job security. Therefore, in the event of a cutback of staff, the Board will give first consideration to retaining the teachers having the greatest length of teaching service with the Board. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, qualifications or experience for a specific teaching assignment.
- b. When a lay-off appears imminent, the Superintendent will meet with the President of the Thompson Teachers' Association to discuss the implications of such action and possible alternatives. Following such discussions, the Superintendent will prepare a list of those teachers who in their opinion should be laid off. This list will be presented to the President of the Thompson Teachers' Association for his/her consideration before any action is taken regarding giving notice to the affected teachers.
- c. The Board agrees to provide the Association with a list of employees and their length of service. This list will be revised January 31<sup>st</sup> and September 30<sup>th</sup> of each year.

**d. Definitions**

*Training* – Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency.

*Qualifications* – Refers to the class in which a teacher is placed by the Administration and Professional Certification Branch of Manitoba Education.

*Experience* – The practical application of training over a period of time.

*Length of Teaching Service* – The teacher's length of continuous employment with the Board commencing with the first teaching day after his/her most recent date of hiring.

**e. A teacher will retain and accrue seniority if absent from work due to:**

- i. Educational and vocational leave**
- ii. Maternity/Parental Leave**
- iii. Teacher Exchange**
- iv. Illness or disability up to the maximum days accumulated under the provisions of the collective agreement**
- v. Illness or disability while on unpaid medical leave and in receipt of benefits from the Manitoba Teachers' Society Disability Benefits Plan to a maximum of thirty-six (36) months. At the expiry of that thirty-six (36) month period, the teacher shall retain but not accrue seniority**
- vi. Leave of absence up to thirty (30) calendar days**
- vii. Sabbatical Leave**

**f.** If, after lay-offs have occurred, positions become available, teachers who have been laid off shall be offered the positions first, provided such teachers have the necessary training, qualifications and experience for the positions. Length of service will be used to determine the order in which laid off teachers are offered the positions provided that the said teachers have the necessary training qualifications and experience for the position.

**g.** A teacher who has been employed full time or part time by the District under a *Limited Term Teacher General* contract for two (2) successive school years and who subsequently is employed under a *Teacher-General* contract since the commencement of his or her duties under *Limited Term Teacher – General* contract shall be entitled

retroactively to seniority and to sick leave days accrued since his or her date of hire under a *Limited Term Teacher – General* contract.

- i. Seniority for the purposes of this article is defined to mean the length of continuous teaching experience from the date of last hire with the District.
  - ii. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the District.
  - iii. Where teachers have the same seniority as defined in (i) and (ii) the order of seniority shall be determined on the basis of total teacher experience recognized by the Professional Certification Unit for classification purposes.
- h. If a teacher is recalled, the following shall not be affected:
- i. Accumulated sick leave gained prior to being laid off
  - ii. Seniority gained prior to being laid off
  - iii. But seniority and sick leave shall not accrue for the period of the lay-off
- i. Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- i. The teacher resigns
  - ii. The teacher is employed by another School Board on a regular basis and on a Teacher-General contract
  - iii. The teacher fails to return to work after the termination of any leave granted by the Board
  - iv. The teacher is not re-employed within one (1) calendar year after September 30<sup>th</sup> following the date of lay-off
  - v. The teacher's contract is terminated for cause

## **ARTICLE 12 – TEACHER TRANSFERS**

### **12.01 Interpretation**

The Association recognizes the right of the Board to assign teachers employed by the Board to schools and classes under the jurisdiction of the Board.

A teacher who is to be transferred within the District shall be given reasonable written notice of the proposed transfer.

The reasons for transfer shall be included in the written notice of the transfer.

The Board's right to initiate transfers shall always be exercised fairly and reasonably having regard to all the circumstances including, in particular, the educational needs of the District which shall be of paramount consideration, and as a secondary consideration the interests of the teacher involved.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

### **13.01 Interpretation**

A grievance arises over the interpretation or application of terms of this agreement.

### **13.02 Grievance Steps**

#### **Step One**

In the event a teacher has a grievance, he/she, along with the President of the Thompson Teachers' Association (or designate), or a staff officer of MTS shall meet with the Superintendent in an attempt to resolve it. Such a meeting must take place within twenty (20) teaching days of its occurrence. The Superintendent will reply in writing within five (5) days.

#### **Step Two**

If a satisfactory settlement is not reached, the grievance may be submitted to the Board in writing within five (5) teaching days. A hearing shall take place within five (5) teaching days. A written reply shall be given within five (5) teaching days following the hearing.



### **Step Three**

Failing agreement in Step Two, either party, within five (5) teaching days of receiving the written reply, may state its intention in writing to refer the dispute to an arbitration board as outlined in Article 14.00.

## **ARTICLE 14 – ARBITRATION**

### **14.01 Procedure**

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. These two arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a Chairperson. Should the two arbitrators fail to agree upon a Chairperson within the required seven (7) days, either party may request the Manitoba Labour Board to appoint a Chairperson. Except as herein provided, the Labour Relations Act shall apply.

## **ARTICLE 15 – LIAISON COMMITTEE**

### **15.01 Interpretation**

A Liaison Committee composed of representatives from the Board and the Association shall meet upon request to discuss matters referred to the Committee by either party. Either party may insist that a meeting be held within ten (10) days after notice has been given.

## **ARTICLE 16 – INTEREST ON RETROACTIVE PAY**

### **16.01 Procedure**

The District shall pay to members of the Association, interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between the dates the parties applied to the Minister of Education for arbitration and the date on which any payment is subsequently paid and, in addition, will be paid only on such amounts as would have been outstanding from time to time until such time as payment is finally made. The interest shall be paid on the net pay due each teacher and not the gross pay. Such interest shall be computed at the prevailing Bank of Canada rate at the date of the signing of the Agreement. (Waived for the 2018/2022 Collective Bargaining Agreement)

## **ARTICLE 17 – THOMPSON TEACHERS' ASSOCIATION PRESIDENCY**

### **17.01 Interpretation**

The Board will release the President of the Thompson Teachers' Association from fifty percent (50%) of his/her teaching duties. There will be no loss of salary, benefits or years of experience for said President.

## **ARTICLE 18 – MEAL PERIOD**

### **18.01 Interpretation**

An uninterrupted lunch period of fifty-five (55) minutes shall be provided to each teacher in the District between the hours of 11:00 a.m. and 2:00 p.m.

## **ARTICLE 19 – PARKING**

### **19.01 Interpretation**

Effective September 1996 the Board shall provide parking space per teacher at no charge to the teacher. This space shall include continuous adequate power from November 15<sup>th</sup> to March 31<sup>st</sup> or as needed due to climatic conditions.

## **ARTICLE 20 – FREEDOM FROM VIOLENCE**

### **20.01 Interpretation**

It is agreed that all employees are entitled to a working environment free from physical violence, verbal abuse or the threat of physical assault. Administrative Procedure 8.100 Freedom From Workplace Violence shall apply.

## **ARTICLE 21 – MEDICAL – PHYSICAL PROCEDURES**

### **21.01 Interpretation**

Teachers have a duty to render medical assistance in an emergency. Except as noted previously, teachers have the right to decline to administer medication or other medical or physical procedures on a regular or predictable basis.

## **ARTICLE 22 – EXTRA-CURRICULAR ACTIVITIES**

### **22.01 Interpretation**

Participation in extra-curricular activities by teachers is voluntary.

Effective September 2015:

1. "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.
2. An eligible extra-curricular activity is an activity that has received prior written approval from the school Principal.
3. A Teacher will be entitled to a paid leave of absence of up to two (2) days provided that:
  - a) A Teacher who performs fifty (50) hours of eligible extra-curricular duties during the school year shall be entitled to one (1) day of paid leave of absence per school year to a maximum of two (2) days.
  - b) Prior notification must be submitted in writing to the Teacher's Principal for extra-curricular leave at least five (5) working days prior to the day being requested. The date for such leave shall be agreed upon between the Principal and the Teacher and is contingent on the Division being able to find a replacement Teacher.
  - c) Teachers can carry over unused partial qualifying hours to the following school year.
  - d) This leave shall not be used on scheduled in-service, administration, parent/teacher, or pupil evaluation days, unless the Teacher has received permission to do so by the Superintendent. Earned extra-curricular leave days cannot be accumulated from year to year.

## **ARTICLE 23 – EARLY LEAVING INCENTIVE PLAN**

### **23.01 Interpretation**

The Board shall offer an early leaving incentive to all teachers with ten (10) or more years of continuous employment with the District to be paid according to the following schedule:

- a. A teacher at age fifty-two (52) shall receive eighty percent (80%) of his/her annual salary payable in four (4) equal annual installments.
- b. A teacher at age fifty-three (53) shall receive sixty-five (65%) of his/her annual salary payable in three (3) equal annual installments.
- c. A teacher at age fifty-four (54) shall receive fifty percent (50%) of his/her annual salary payable in two (2) equal annual installments.
- d. A teacher at age fifty-five (55) shall receive thirty percent (30%) of his/her annual salary payable in two (2) equal annual installments.
- e. A teacher at age fifty-six (56) shall receive twenty percent (20%) of his/her annual salary payable in two (2) annual installments.

For a), b), c), d) and e) above, the teacher's age on his/her last day of employment with the District shall be used.

In all cases the first annual payment shall commence the month immediately following termination of employment with the District. Subsequent payments where applicable shall be made on the anniversary date of the first payment.

In the event of the death of a teacher who is receiving benefits under this plan, payments shall continue to be made, according to the above schedule, to his/her estate.

## **ARTICLE 24 – DISCIPLINE**

### **24.01 Interpretation**

No person covered by this Collective Agreement shall be disciplined without just and reasonable cause.

## **ARTICLE 25 – TAX RECEIPT**

### **25.01 Interpretation**

The District shall provide, upon proof by the teacher, a tax receipt for any materials purchased for the classroom or teaching assignment, to a maximum of five hundred dollars (\$500.00). Such material shall be considered as donated to the School District.

## **ARTICLE 26 – OBLIGATION TO ACT FAIRLY**

### **26.01 Interpretation**

In administering this collective agreement the employer shall act reasonably, fairly and in good faith, and in a manner consistent with the collective agreement as a whole and as per the Labour Relations Act.

## **ADDENDUM**

No teacher, on staff, shall suffer a reduction or loss of basic salary or allowances by reason of the adoption of related articles in this Agreement (providing all conditions of employment remain the same). The teacher shall remain with such basic salary and allowances until his/her rate of pay is in accord with this Agreement.

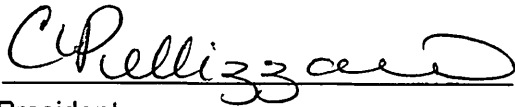
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Payment of Salaries – 20 Pay Periods**

It is understood and agreed that the listing of employees that are grand-fathered under the following twenty (20) equal installment pay schedule shall be kept by the Secretary-Treasurer. Such list shall be provided to the Thompson Teachers' Association each September.

Dated at the City of Thompson in the province of Manitoba this 21 day of April, 2021

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,



President



Secretary



Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,



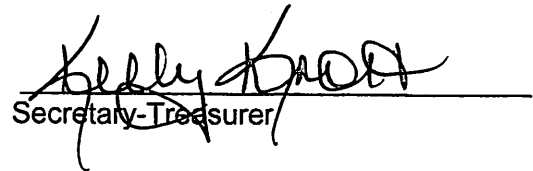
Chairperson



Negotiating Committee Member



Superintendent



Secretary-Treasurer

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Short Term Disability Plan**

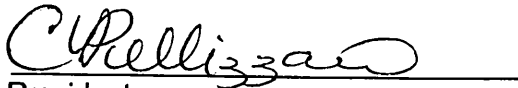
Effective the Fall Term 2004, the Thompson Teachers' Association agrees to forego the 5/12<sup>th</sup> portion of the E.I. rebate currently being paid to members of the Thompson Teachers' Association in consideration of the increase in Short Term Disability benefits from sixty (60) working days to eighty (80) working days and one hundred five (105) calendar days to one hundred thirty-five (135) calendar days effective the Fall Term 2004.

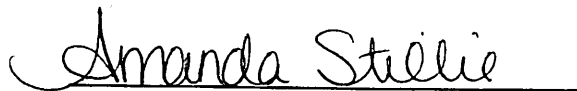
The parties herewith agree that such consideration constitutes good and fair value for the E.I. rebate being waived.

The parties further agree that should the E.I. rebate program be terminated, the Short Term Disability Plan will revert to providing a benefit based on the 2003 level of sixty (60) working days and one hundred five (105) calendar days.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

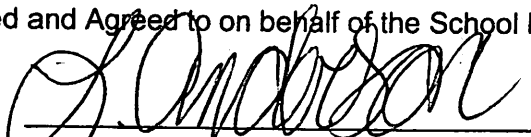
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Secretary

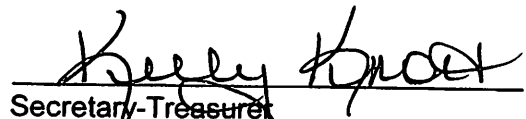
  
\_\_\_\_\_  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Superintendent

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

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Personal Leave with Pay**

Three (3) personal leave days with pay shall be granted to a full time teacher (a half time teacher shall be granted one and a half (1 ½) days' leave) upon request each school year (July 1<sup>st</sup> to June 30<sup>th</sup>) for unstated personal reasons, provided that the teacher is employed by the District as at the first teaching day of the Fall Term of the year when the leave is requested.

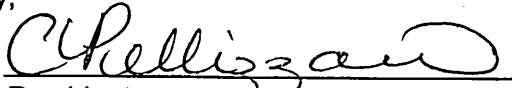
Those full time teachers employed by the District as at the first teaching day in the Second Semester of their first year in the District shall be granted one and a half (1 ½) days' personal leave (half time teachers shall be granted one half (1/2) day's leave) upon request for the period January – June for unstated personal reasons.


No days may be carried over from one period to another.

This agreement is subject to the present Administrative Procedure 2.A.100 Leave of Absence with Pay concerning Personal Leave and these conditions may be altered at any time subject to the mutual consent of the Board of Trustees and the Thompson Teachers' Association. The Superintendent of Schools may also grant this personal leave under certain circumstances beyond the general restrictions of the present policy concerning such leave.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

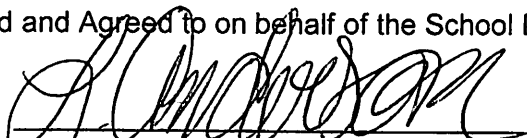
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

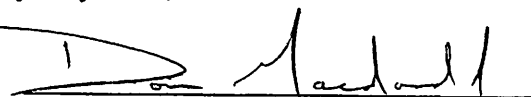
  
President

  
Secretary

  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
Chairperson

  
Negotiating Committee Member

  
Superintendent

  
Secretary-Treasurer



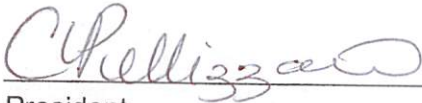
**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Retiree's Benefits – Article 9**

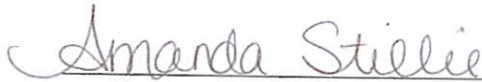
It is understood and agreed by the parties hereto that retirees may maintain appropriate benefits, contained in the Negotiated Agreement, after retirement, if the carrier agrees. Such benefits shall be fully paid for by the individual retiree.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,



President

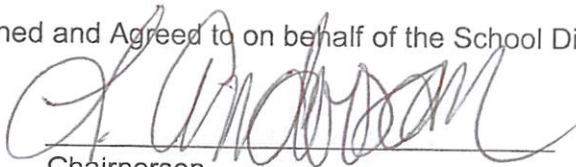


Secretary

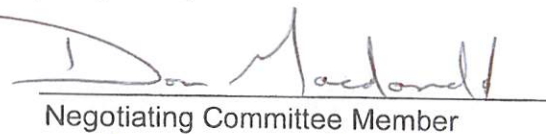


Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,



Chairperson



Negotiating Committee Member



Superintendent



Secretary-Treasurer

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Re: School Staffing**

For school staffing for September, 2005 it is planned that elementary schools will be minimally staffed by dividing total enrolment ( $K = \frac{1}{2}$ ) by 22 and adding to this total the number of Principals and Vice Principals.

Special education teachers, instructional music, home economics and industrial arts provisions shall be in addition to the teachers provided by the above formula.

While it is the intention that the formula will serve as a guide for each elementary school, flexibility must be retained so that teachers assigned in order that the formula is retained across the elementary school system and in order that allocation relates to any particular need which may exist in any one school.

For example, in a school of 560 students ( $K = \frac{1}{2}$ ) a staffing pattern is indicated as follows:

Sep 81 27	Sep 82 27	Sep 83 27	Sep 84 27	Sep 85 27	Sep 86 27	Sep 87 27	Sep 88 27	Sep 89 27	Sep 90 27	Sep 91 27
Sep 92 27	Sep 93 27	Sep 94 27	Sep 95 27	Sep 96 27	Sep 97 27	Sep 98 27	Sep 99 27	Sep 00 27	Sep 01 27	Sep 02 27
Sep 03 27	Sep 04 27	Sep 05 27	Sep 06 27	Sep 07 27						

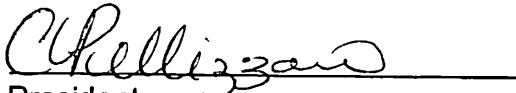
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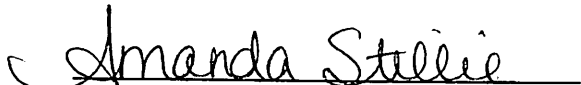
**Re: School Staffing (cont'd)**

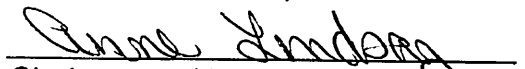
The Board's intent in setting this staffing guideline is to reduce the class size at elementary schools and to provide for equal allocation of preparation time for teachers across the District.

Dated at the City of Thompson in the Province of Manitoba, this 21 day of April, 2021


Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
\_\_\_\_\_  
President

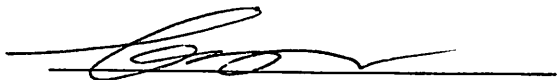
  
\_\_\_\_\_  
Secretary

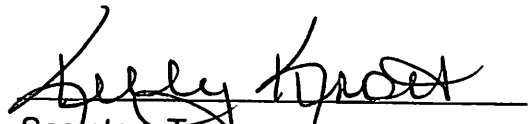
  
\_\_\_\_\_  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Superintendent

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

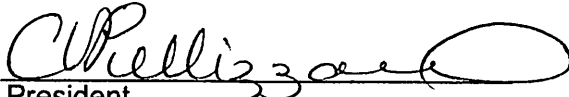
**MEMORANDUM OF AGREEMENT BETWEEN  
THE SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
THE THOMPSON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**

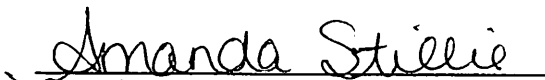
**Re: Sabbatical Leave 7.01**

It is understood and agreed by the parties hereto that the Thompson Teachers' Association will be entitled to have one member serve on the Sabbatical Leave Selection Committee.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

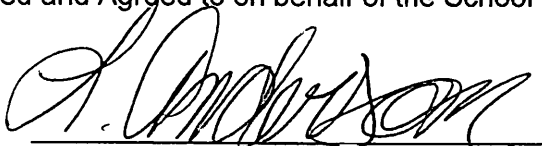
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
President


  
Secretary

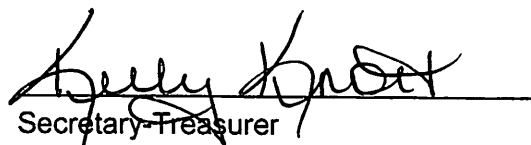
  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
Chairperson

  
Negotiating Committee Member

  
Superintendent

  
Secretary-Treasurer

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**RE: Preparation Time/School Year**

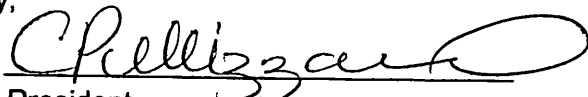
The parties herewith agree that the following shall apply:

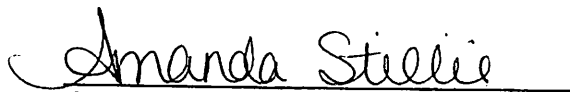
- a) Within the instructional day the District shall provide a minimum of preparation time, as follows, for each full-time teacher per six (6) days cycle. Preparation time shall be scheduled in blocks of not less than thirty (30) minutes exclusive of recess:

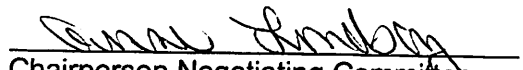
K - 6	240 minutes
7 - 8	300 minutes
9 - 12	300 minutes
- b) Part time teachers shall be provided preparation time on a pro rated basis based on their percentage of contract.
- c) The school year shall be two hundred (200) days or such number of days as may be determined by the Minister of Education.
- d) The district shall determine the hours of opening and closing of the school day.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

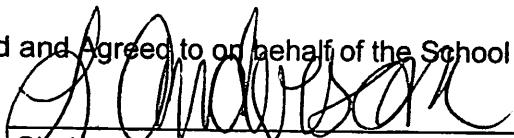
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
President

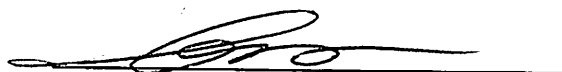
  
Secretary

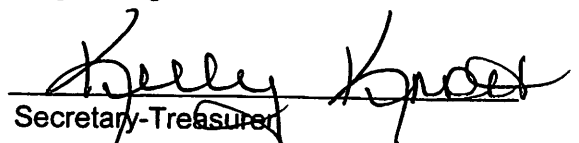
  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
Chairperson

  
Negotiating Committee Member

  
Superintendent

  
Secretary-Treasurer

**MEMORANDUM OF AGREEMENT BETWEEN  
THE SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
THE THOMPSON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**

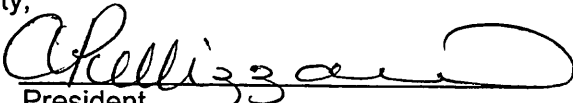
**RE: R.D. Parker Collegiate Timetable**

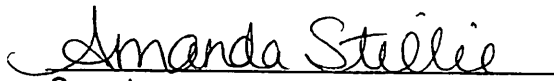
The parties herewith agree that the following shall provide the basis for the determination of the teaching timetable for R.D. Parker Collegiate:


- (i) The timetable at R.D. Parker Collegiate shall be a five (5) period day or a four (4) period day as determined by the Board in any school year.
- (ii) When the timetable is a four (4) period day, teachers shall be assigned a maximum of three (3) sections of four (4) sections to a maximum of six (6) assigned sections of eight (8) sections.
- (iii) When the timetable is a five (5) period day, teachers shall be assigned three (3) of five (5) or four (4) of five (5) to a maximum of seven (7) assigned sections of ten (10) sections.
- (iv) Any variation to the above assigned sections shall be with the mutual agreement of the teacher and approval by the Thompson Teachers' Association.

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

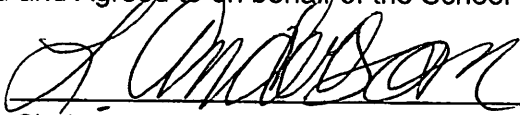
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
President

  
Secretary

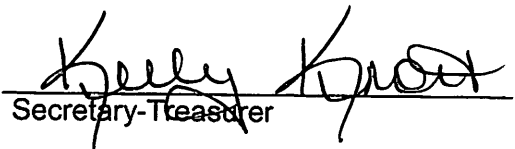
  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
Chairperson

  
Negotiating Committee Member

  
Superintendent

  
Secretary-Treasurer

**MEMORANDUM OF AGREEMENT BETWEEN**  
**THE SCHOOL DISTRICT OF MYSTERY LAKE**  
**AND**  
**THE THOMPSON TEACHERS' ASSOCIATION**  
**OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Northern Travel Allowance**

Attention Kelly Knott  
Secretary-Treasurer

Re: July 1<sup>st</sup>, 2018– June 30<sup>th</sup>, 2022 Collective Bargaining Agreement

The Thompson Teachers' Association of the Manitoba Teachers' Society, the School District of Mystery Lake and Revenue Canada Taxation recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, a four thousand dollars (\$4,000.00) portion of the annual salary has been identified as northern travel allowance in the 2018-2022 collective agreement.

The Thompson Teachers' Association of the Manitoba Teachers' Society agrees to and does hereby indemnify and save the School District of Mystery Lake harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the District administering a portion of the teacher's salary as Northern Allowance and reporting the same for tax purposes to Revenue Canada.

Yours truly,

President  
Thompson Teachers' Association of the MTS

.../2


Re: Northern Travel Allowance (cont'd)

Dated at the City of Thompson in the Province of Manitoba,  
This 21 day of April, 2021

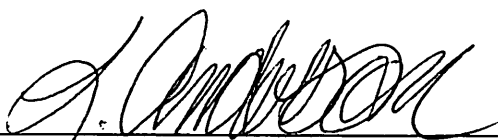
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

  
\_\_\_\_\_  
President

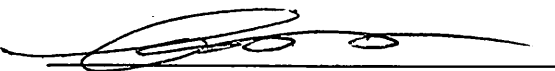
  
\_\_\_\_\_  
Secretary


  
\_\_\_\_\_  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Superintendent

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



**MEMORANDUM OF AGREEMENT BETWEEN  
THE SCHOOL DISTRICT OF MYSTERY LAKE  
AND  
THE THOMPSON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Sick Leave**

The parties herewith agree with the following:

- a) A teacher who was under contract to the School District on January 1<sup>st</sup>, 1986, or his/her estate, shall be entitled upon death or retirement to receive a lump sum payment representing a percentage of the accumulated unused sick leave credits to a maximum of one hundred (100) days based on the teacher's latest salary in effect.

e.g.  $\frac{\text{Accumulated Sick Leave Credits}}{2} \left( \frac{\text{Maximum 200}}{2} = 100 \text{ days} \right) \times \text{teacher's last salary rate}$

- b) A teacher shall be entitled to obtain payment under clause (a) above, if he or she has attained the age of fifty-five (55) years by December 31<sup>st</sup> of that calendar year and qualifies for full pension under the Teachers' Pension Act.

In the case of a teacher whose fifty-fifth (55<sup>th</sup>) birthday occurs between July 1<sup>st</sup> and December 31<sup>st</sup> inclusive, he/she shall be entitled to the payment on the date of his or her fifty-fifth (55<sup>th</sup>) birthday, provided that notification of retirement effective June 30<sup>th</sup> is given to the Board in writing by May 31<sup>st</sup> of that year. In all other cases payment shall be made on the last teaching day in June. The lump sum payment calculation is as follows:

Years of Age	Percentage of Total Accumulated Unused Sick Days (maximum 200)	Maximum Number of Days Payable
55	25%	50
56	30%	60
57	35%	70
58	40%	80
59	45%	90
60+	50%	100

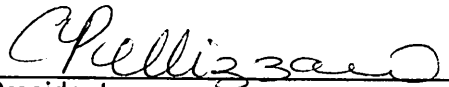
- c) In the event of the death of a teacher eligible for this benefit, prior to age fifty-five (55), his/her estate shall be entitled to a lump sum payment calculated in accordance with the entitlement provided for a teacher at age fifty-five (55).

.../2


Re: Sick Leave (cont'd)

Dated at the City of Thompson in the Province of Manitoba this 21 day of April, 2021

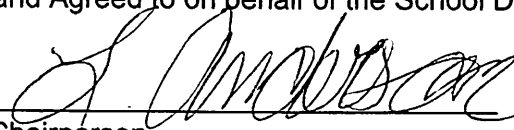
Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,


  
\_\_\_\_\_  
President

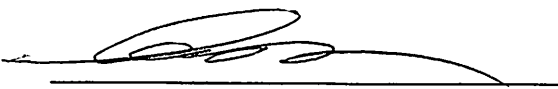
  
\_\_\_\_\_  
Secretary

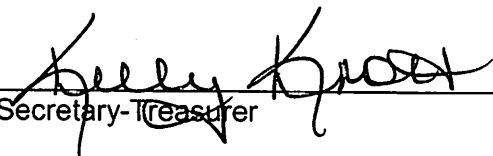
  
\_\_\_\_\_  
Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Superintendent

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

Attached to and being part of the Agreement between the

**SCHOOL DISTRICT OF MYSTERY LAKE**

and the

**THOMPSON TEACHERS' ASSOCIATION  
of the  
Manitoba Teachers' Society**

**Effective July 1<sup>st</sup>, 2018.**

**Executed in the City of Thompson, Manitoba this 21 day of April, 2021**

School District of Mystery Lake

Thompson Teachers' Association

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent/CEO

  
\_\_\_\_\_  
Secretary

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

  
\_\_\_\_\_  
Chairperson, Negotiating Committee

  
\_\_\_\_\_  
Negotiating Committee Member

Seal