

AGREEMENT

BETWEEN

THE TURTLE MOUNTAIN
TEACHERS ASSOCIATION

OF

THE MANITOBA
TEACHERS' SOCIETY

JULY 1, 2018 TO JUNE 30, 2022

July 1, 2018 – June 30, 2022

COLLECTIVE AGREEMENT

BETWEEN

THE TURTLE MOUNTAIN SCHOOL DIVISION
(herein after referred to as the Division)

AND

THE TURTLE MOUNTAIN TEACHERS' ASSOCIATION

OF

THE MANITOBA TEACHERS' SOCIETY
(herein after referred to as the Association)

WITNESSETH: That for the purpose of promoting co-operation and understanding between the Division and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees and working conditions of employees, the parties hereto agree as follows:

All Articles that have any reference to leaves will be prorated at the teacher's full time equivalency (FTE).

ARTICLE 1:00 – EFFECTIVE PERIOD

This agreement shall come into effect as from the 1st day of July 2018 and shall remain in force until the 30th day of June 2022. Thereafter it shall automatically renew itself annually unless either party gives the other written notice by Registered Mail, of a desire to terminate or amend the agreement. This written notice shall be given not later than the 31st day of May.

1:01 Definitions

"Principal" means a teacher who is an administrative officer appointed by the Board for the purpose of administering a school or school complex.

"Vice-Principal" means a teacher who is an administrative officer appointed by the Board to assist a Principal in the administration of a school complex.

"Administrative Experience" means experience gained in a particular administrative position in a particular school or school complex.

"School Complex" means a school or schools under the jurisdiction of a single principalship.

"Transfer" means the Board initiated removal of a teacher, principal or vice-principal from one school or school complex to another school or school complex within the Division.

"Household Effects" personal clothing, furniture, china, kitchen appliances, and other items of equipment and supplies used in the regular home and domestic garden but excluding bulky hobby equipment or collections and supplies, antiques where special packing or handling is required, perishable plants, livestock, pets, lumber, furniture and equipment from a summer home or cottage,

boats, motors, heavy machinery, or similar items used in connection with a secondary source of a family income.

"Re-Assignment" means the changing of a teacher's, principal's or vice-principal's duties within a school or school complex.

"Board" or "Board of Trustees" means the Board of Trustees of the Turtle Mountain School Division.

"Minister" means the Minister of Education for Manitoba.

"School" means a public school in the Turtle Mountain School Division.

"Superintendent" means the Superintendent of the Turtle Mountain School Division.

"Secretary Treasurer" means the Secretary-Treasurer of the Turtle Mountain School Division.

"Society" means The Manitoba Teachers' Society.

"Teacher" means a person who holds a teacher's certificate or a limited teaching permit issued under the Education Administration Act, and who is employed, under a written Teacher General Contract in the Schedule or in any other form approved by the Minister under section 92, of the Public Schools Act, by the Board of Trustees of the Turtle Mountain School Division, but does not include a Superintendent, an assistant Superintendent or a Deputy Assistant Superintendent employed by the Division.

ARTICLE 2:00 – EDUCATIONAL QUALIFICATIONS, CHANGES IN EDUCATIONAL QUALIFICATIONS AND INCREMENTS

- a) For the purpose of this Collective Agreement and its attached schedules, the members of the teaching staff shall be classified according to the tables as set forth in the Manitoba Regulations No. 195/83 and its amendments being regulations under the Public Schools Act.
- b) Where increased academic qualifications are secured during the year which qualifies a teacher for an advance in class on the salary schedule, the resulting increase shall become effective September 1st of the same year. Proof of change in qualifications must be filed with the Division Office by December 31st of that year.
- c) Except as herein provided, teachers shall proceed from their initial salary by increments as indicated in salary schedule "A" for each full-time year of service in the Division recognized by the Professional Certification Unit of Manitoba.
- d) Full-time teachers entering the service of the Division between September 1st and December 31st of any year will receive annual increments on September 1st next following and full-time teachers entering the service of the Division between January 1st and June 30th in any year will receive an annual increment on January 1st next following.
- e) Teachers employed under contract on a part-time basis shall:
 - i) be paid according to their qualifications and experience as recognized by the Professional Certification Unit of Manitoba
 - ii) be paid on a rate based on the fraction of time employed.
- f) The service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of

one full year or more, that teacher shall be placed at the next higher step of the schedule, on September 1st or January 1st next, whichever occurs first.

- g) Teachers coming on staff subsequent to January 1st, 1972, shall receive full placement for previous qualified experience as recognized by the Department of Education.
- h) Where acceptable to the Board, each three (3) years of non-teaching experience related to the duties of a specialist in Industrial Arts may be counted as one (1) year of teaching experience to a maximum of five (5) increments.

ARTICLE 3:00 – REMUNERATION

3.01 Administrative Allowances

- a. A principal shall be appointed with the approval of the Board of Trustees for a school and be assigned to have jurisdiction as principal over one (1) or more schools.
- b. A principal or vice principal of a school, in addition to the salary for which he/she qualifies on Schedule A, shall receive an administrative allowance as indicated on Schedule B.

3:02 Interest on Back Pay

Interest on back pay shall be paid at the rate of \$5.00 per month, prorated for part-time teachers, beginning on the first day of the month in which the salaries would have been due, to the date of actual payment.

3:03 Retro-Active Pay

When the conclusion of negotiation for a new Collective Agreement occurs and back pay in excess of three (3) months due, such retroactive pay shall be paid by separate cheque.

NOTE: Interest on retroactive pay is waived for this agreement.

3:04 Payment of Salary

All teachers shall be paid 1/24 of their annual contract salary rate plus allowance on or before the fifteenth day of every month, and on the last teaching day before the end of each month with the exception of July and August when it shall be paid on the 15th day and last banking day.

A teacher (on a teacher-general contract) who commences employment with the division after the beginning of a school year shall have their salary calculated for the balance of the school year and paid out on the semi-monthly pay system through to the end of the following August. Payments shall be deposited to a teacher's bank account.

3:05 Deduction of Professional Fees

- a) The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given notice to the Board within 10 days of the current school year that she or he is not a member of The Manitoba Teachers' Society.

These deductions will be made in 10 equal monthly installments starting with the September cheque according to the scale of fees established by The Manitoba Teachers' Society. Each monthly installment will be forwarded to The Manitoba Teachers' Society normally not later than the 15th day of the following calendar month. The onus is on the teacher to make the necessary arrangements with The Manitoba Teachers' Society for rebates of deductions.

- b) Every teacher employed by the Turtle Mountain School Division shall automatically have deducted from his or her October, November and December payments one third (1/3) of the amount equal to that determined to be the annual fees of the Turtle Mountain Teachers' Association of the Manitoba

Teachers' Society. The total of these deductions shall be remitted to the Treasurer of The Turtle Mountain Teachers' Association of The Manitoba Teachers' Society by the fifteenth day of January.

- c) The Association shall provide the Division with at least two weeks advance notice of any change in Association fees.
- d) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenditures suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of the Manitoba Teachers' Society fees.

3:06 **Credit for Extra Grades**

A teacher who teaches more than one (1) grade during the same time period in a classroom for an average of more than one-third (1/3) of the teaching cycle shall receive an allowance of:

| | January 2018 | June 30 2018 | June 30 2019 | June 30 2020 | June 30 2021 |
|------------------------|-----------------|-----------------|-----------------|-----------------|---------------------|
| Allowance Per Grade | 419.00 | 425.70 | 431.66 | 433.82 | TBD (COLA added) |
| Annual Max | 1675.00 | 1701.80 | 1725.63 | 1734.25 | TBD (COLA added) |

For the purposes of application of this clause, the determination of multi-grade classroom time will not include the following:

1. Band
2. Music
3. Physical Education
4. Art
5. Any subject area in grades 10, 11 and 12.

3:07 **Substitute Teachers**

- a) A substitute teacher with qualifications of Class IV or better shall be paid:
 - Effective January 1, 2021 = \$155.30/full day
 - Effective 1st day of Fall Term 2021= \$160.30/full day + COLA TBD
- b) A substitute teacher with qualifications of less than Class IV shall be paid:
 - Effective January 1, 2021 = \$132.53/full day
 - Effective 1st day of Fall Term 2021= \$137.53/full day + COLA TBD

- c) A period of substitute teaching in one particular assignment of five (5) days or more shall be termed extended substitute teaching.

A substitute teacher after teaching five (5) or more consecutive days shall be paid on the basis of 1/N (where N represents the number of teaching days in the current school year calendar) of the annual salary for which he/she qualifies on the schedule retroactive to the first day.

- d) Per diem rate considered to be inclusive of vacation pay.
- e) Substitution days cannot be accumulated from one assignment to another.

- f) 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 teaching assignment to another. The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment. Assignment shall mean consecutive teaching days in one (1) position.
- g) A substitute teacher who is called to work for an assignment for one half (1/2) day or less shall be paid one half (1/2) of the daily rate. A substitute teacher who is called to work for an assignment of greater than a half day but less than a full day shall be paid the daily rate.
- h) A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required, shall be offered an alternative assignment equivalent in time to the substitute's original assignment and when such an assignment is not available shall be paid a half (1/2) day's pay at the applicable rate in lieu.
- i) A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General contract, unless the return of the regular teacher or conclusion of the substitute assignment is within three (3) days.
- j) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for below:

| | |
|--------------|---|
| Article 1 | Effective Period |
| Article 2 | Educational Qualifications, Changes in Education Qualifications and Increments [sub-articles (a) and (b) only.] |
| Article 3:04 | Payment of Salary |
| Article 3:05 | Deduction of Professional Fees |
| Article 4 | Classification and Experience |
| Article 9 | Settlement of Differences (only to articles that apply to substitute teachers as per Article 3:07) |
| Article 12 | Head Teacher Allowance |
| Article 15 | Personnel Files |
| Article 18 | Access Agreement |

Salary Schedule "A"

- k) The only matters that may be grieved under Article 10 – Settlement of Differences during the currency of Agreement by a substitute teacher or the Association on behalf of substitute teachers are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this Collective Agreement.
- l) The Division agrees to deduct the TMTA fees for the Association from substitute teachers on the basis of 1/N of the annual fee determined by the Association. The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities, or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of the Manitoba Teachers' Society fees.

- m) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.

ARTICLE 4:00 – LEAVES

4:01 Leave of Absence for Executive Duties - MTS

- (a) Any teacher filling in an elected position in the provincial Manitoba Teachers' Society (MTS) shall be granted leave for the term of office.

On any given teaching day no more than seven (7) teachers shall be on leave of absence for executive duties. The Board may grant leave in excess of seven (7) teachers on any one (1) teaching day at their discretion.

(b) For the President of the Local Association

- i) The Division shall provide the President of the Turtle Mountain Teachers' Association leave to conduct association business 33% of the teacher's assignment or as agreed between the parties.
- ii) The Association agrees to reimburse the Division, the President's salary and benefits for the percentage of leave taken by the President of the Association.

ARTICLE 4:00 – LEAVES continued

- iii) The Turtle Mountain Teachers' Association will notify the Division by April 15th if they intend to exercise the leave of absence for the President. The schedule for the leave shall be developed with the Principal and the Superintendent.
- iv) Upon completion of the leave, the President shall return to a mutually agreed upon position or the same position he/she held immediately prior to becoming President, unless the position is no longer available due to declining enrolment or the discontinuation of a program.

4:02 Compassionate Leave

- a) Five (5) days of compassionate leave shall be granted on the death of a member of the teacher's immediate family or step family. Immediate family or step family to consist of father, mother, son, daughter, wife, husband, brother, sister, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, and common-law spouse.
- b) One (1) day of compassionate leave for niece, nephew, aunt, uncle.
- c) One (1) day of compassionate leave for pallbearers.
- d) Compassionate leave may be granted upon the application to the Superintendent on the serious illness of a member of the teacher's immediate family as defined in a) and b).
- e) Additional compassionate leave may be granted upon application to the Superintendent.

4:03 Court Leave

A teacher who is summoned for jury duty or who receives a summons or subpoena to appear in a court proceeding, other than a court proceeding occasioned by the teachers' private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the teacher shall be remitted to the School Division. The teacher shall notify the Division upon becoming aware of his/her requirement to attend court and will keep the Division informed of the anticipated absence and return dates.

4:04 **Personal Leave**

- a) With three (3) days' notice to the principal and Superintendent, and subject to the availability of a suitable substitute teacher, teachers will be granted two (2) days of personal leave per year at no cost to the teacher. In cases of emergency, the three (3) day request may be waived.
- b) Teachers will not take this leave on any day of the 10 days for teacher in-service, parent-teacher conferences, administration and pupil evaluation.
- c) Additional leave may be granted with the approval of the principal and Superintendent at a deduction of $1/N$ (where N represents the number of school days in the current school year) of the teacher's annual salary for each day of leave taken.
- d) Up to one unused personal day may be carried forward to the following school year.
- e) The maximum leave taken under Article 4.04 when combined with extra-curricular leave under Article 19 shall be no more than 5 days at any one time per school year.

4:05 **Accumulated Sick Leave**

A teacher in each school year is entitled to be paid his/her salary during sick leave for a maximum period as follows:

- a) Full-time teachers in the first year of employment with the Turtle Mountain School Division are entitled to 20 days sick leave at the beginning of the year.

If a first year teacher terminates his/her contract during the year the Board shall be entitled to recover from the teacher monies paid out as sick leave in excess of the equivalent of two (2) days per month or part thereof of the actual teaching service of the teacher. The Division shall recover the advance from either any monies owing to the teacher at termination or from the teacher directly.

Where the employment of a full-time teacher is continued for more than one (1) year the unused portion of the sick leave from year one (1) shall accumulate to a maximum of 130 days for the life of the contract.

Teachers employed on a part-time basis shall be granted sick leave with pay pro-rated based on full-time equivalents.

A teacher may regain any sick leave which he/she has used at a rate of 20 days each school year thereafter to a maximum of 130 days.

- b) Sick leave days claimed by a teacher shall be deducted from that teacher's accumulation as determined at the beginning of the fall term.
- c) Sick leave shall not accrue while on any leave of absence without pay.
- c) A teacher may be required to furnish a medical certificate from a duly qualified medical practitioner certifying that the teacher was sick during the period of absence when requested by the Division.

4:06 **Maternity and Parental**

- A. Every female teacher shall be entitled to maternity leave in accordance with this article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provided therein the Manitoba Employment Standards Code will apply.
- D. The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- E. A teacher taking Maternity Leave 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.
- F. 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 time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

G. 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.

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

1. For the first two weeks, payment equivalent to 90% percent of gross salary, and
2. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

4:07 **Paternity Leave**

At the birth of his child a teacher shall be entitled to one (1) day of leave during the period of confinement at no loss of salary.

4:08 **Leave to Adopt a Child**

- a) On the adoption of a child, a teacher is entitled to one (1) day of leave at no loss of salary.
- b) A teacher upon completion of 12 consecutive months of employment shall be entitled, upon written request, to adoptive leave in accordance with The Employment Standards Act and under the following conditions:
 - i) Employees intending to take adoptive leave shall notify the Superintendent of their intent as soon as a home study has been completed and the names of the adoptive parents have been placed on the Provincial Registry.
 - ii) At the termination of adoptive leave the teacher shall be reinstated in the position occupied by him/her at the time such leave commenced or in a comparable position with not less than the same salary and benefits.
 - iii) Nothing in the foregoing shall reduce the right of the employee with respect to adoptive leave which is provided in current legislation.

4:09 **Sabbatical Leave**

- a) After two (2) years of satisfactory service a request for Sabbatical Leave will be considered by the Board on the recommendation of the Superintendent of schools.
- b) A minimum grant of \$6,000.00 will be made for Sabbatical Leave. An additional amount may be granted which will be determined by negotiation between the teacher concerned, the Superintendent of Schools and the Board.
- c) A teacher granted Sabbatical Leave shall be requested to return to the system for a period of two (2) years or refund the money received under this Article on a pro-rata basis.
- d) In cases where the Board has granted permission of Sabbatical Leave to a teacher for the purpose of accepting appointments from C.I.D.A., D.N.D., or C.U.S.O., or where the teacher is returning to university for further studies, the teacher's former or a comparable position in the Division will be restored to him/her upon his/her return to the Division after a year or two (2) years from the beginning of the leave.

4:10 **Family Medical Leave**

- a) Each teacher shall be entitled to use up to seven (7) days of accumulated sick leave per year to attend to the illness and injury or medical appointment of that teacher's spouse, parents, children or dependents. In the case of child or dependent where both parents are teachers within the scope of this agreement, both teachers shall not have access to this provision concurrently, except where the said child or dependent is involved in an emergency illness or injury involving hospitalization.

ARTICLE 5:00 – LAY-OFF CLAUSE

The following procedures re: surplus teachers shall be applied to any teacher declared surplus.

1. Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leave of absence do not affect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest seniority.
2. Notwithstanding the foregoing, the Board shall have the right to disregard the seniority of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications, and/or experience for a specific teaching assignment.
3. **Definitions:**
 - a) Training: Instruction received as preparation for the profession of teaching, which leads to the development of a particular skill, or proficiency with respect to a particular subject or subjects;
 - b) Qualifications: Refers to the classification in which a teacher is placed by the Administration and Teacher Certification Branch of the Department of Education;
 - c) Experience: The practical application of the training over a period of time with respect to the particular subject or subjects;
4. For a purpose of identification of teachers having the least seniority on the basis of the criteria set out in five (5), the names of all teachers whose contract commenced on or after September 1, 1978 shall be placed on a list in the reverse order of seniority with those having the least seniority first. (If necessary, the list may be extended to include the names of teachers whose contract commenced prior to September 1, 1978). The Association shall be provided with a copy of the seniority list on or before October 15. The Association shall be permitted a period of 10 working days after receipt of such seniority list, to protest in writing any alleged omission or incorrect listing to the Secretary-Treasurer of the Board, but such protest shall be confined to errors or changes occurring subsequent to posting of the previous seniority list. In the event the Association does not file a written protest within the time stipulated, the list shall be deemed correct.
5. Seniority shall be determined on the basis of the following criteria:
 - a) the length of continuous teaching experience with the Division, including continuous term positions leading up to a Teacher General Contract.
 - b) where teachers have the same length of continuous experience with the Division, the order on the surplus teacher list shall be determined on the basis of total teaching experience with the Division.
 - c) where teachers have the same length of total teaching experience with the Division, the order on the surplus teacher list shall be determined on the basis of total recognized teaching experience in Manitoba.
 - d) where teachers have the same seniority as defined in a, b and c the order of seniority shall be determined on the basis of total recognized teaching experience.

- e) if the length of teaching experience, as defined in a, b and c, and d is equal, the teacher to be declared surplus shall be determined by the Board.
 - f) for the purpose of this article, any approved leave of absence of one (1) school year or less duration, shall be deemed not to interrupt the continuity of service and shall be considered as teaching experience for seniority purposes but not for salary purposes.
 - g) an approved leave of absence in excess of one (1) school year, taken prior to September 1, 1985 shall be deemed not to interrupt the continuity of service and shall be considered as teaching experience for seniority purposes but not for salary purposes.
 - h) for the purposes of this article, any approved Leave of Absence in excess of one (1) school year, taken after September 1, 1985, shall be deemed not to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
6. As soon as possible, but in any event not later than May 1, the Board will notify in writing, those teachers who have been identified as surplus and at the same time the local association shall be provided with a copy of the surplus teacher list. Each teacher shall be permitted a period of five (5) working days after receipt of such surplus teachers list to protest in writing, any alleged omission or incorrect listing to the Secretary Treasurer of the Board, but such protest shall be confined to errors or changes occurring subsequent to the posting of the previous surplus teachers list. In the event the teacher does not file a written protest with the Board within the time stipulated, the list shall be deemed correct.
 7. Surplus teachers whose contracts have been terminated will be placed on a re-employment list. Teachers placed on the re-employment list shall be rehired in the reverse order of their seniority, if the teacher so affected has the necessary training, academic qualifications and/or experience to perform the work.

8. **Loss of Recall Rights**

A teacher who has been laid off shall lose recall rights for any of the following reasons:

- a) the teacher resigns
 - b) the teacher becomes employed by another school division as a full time teacher on a Teacher General Contract, or equivalent full time contract approved by the Minister, except those teachers who are not employed full time on such a contract for a limited term, not to exceed one (1) year.
 - c) the teacher fails to return to work after the termination of any leave granted by the Board.
 - d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off.
 - e) the teacher fails to comply with clause 9 of this article.
9. a) Any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and/or experience to perform the work under clause 7 subject to the exception contained in the 8 b) hereof, forfeits all rights of seniority re-employment.
 - b) Notice of re-call 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 seven (7) calendar days of such recall notice being received, then the teacher shall be withdrawn from the re-employment list and the Board shall recall the teacher next in line according to clause 7 of this article.

- c) No new teachers may be hired by the Board to fill vacant positions while there are teachers on the re-employment list having the necessary training, academic qualifications, and/or experience required for those positions.
10. If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall provide the teacher with a letter to this effect.
 11. Notwithstanding any other provision of this agreement, the provisions of one (1) through 10 shall not apply to teachers where an agreement (Form 6 or 2) between the teacher and the Board has not been in effect for more than two (2) years with the Turtle Mountain School Division, or to teachers employed for less than one (1) school year on the express written understanding that the teacher will not, after the completion of such time, be employed by the Board. However, no teacher with tenure shall be laid off where a non-tenured teacher has not been laid off having regard to the necessary training, academic qualifications and/or experience required for specific teaching assignment of such non-tenured teacher.
 12. If a teacher is recalled as provided in seven (7) above, the following will not be affected:
 - a) accumulated sick leave
 - b) seniority gained prior to being laid off, but seniority shall not be accrued for the period of time of the lay-off.

ARTICLE 6:00 - DISABILITY BENEFITS PLAN

- 6:01 The Board shall administer The Manitoba Teachers' Society Disability Benefits Plan for participating employees.
- 6:02 The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary and timely remitted to the plan.
 - a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
 - b) All teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
 - c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
 - d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following.
 - i. Deducting premiums for the teachers;
 - ii. Enrolling newly hired teachers in the Plan;
 - iii. Maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on last application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
 - iv. Completing a premium statement to accompany premium remittances;
 - v. Distributing plan information to teachers from time to time;
 - vi. Completing a Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claims or benefits;
 - vii. Reporting to the Plan salary changes for teachers in receipt of benefits.
 - e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Disability Benefits Plan.

- f) The Association shall indemnify and save the Division from any and all losses, cost, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits plan.

6:03 Short-Term Disability

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) Deducting premiums from the teachers;
 - ii) Enrolling newly hired eligible teachers in the Plan;
 - iii) Completing a premium statement to accompany premium remittances;
 - iv) Distributing plan information to teachers from time to time;
 - v) Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- g) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.

ARTICLE 7:00 – EMPLOYEE BENEFITS

7:01 Life Insurance

- a) The Board will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- b) The employee's share of premiums shall be deducted at source for all participants in the plan.
- c) All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees for the Manitoba Public School Employees Group Life Insurance Plan.
- d) Notwithstanding the provision of Section a) of this article, the Division and the Association may, by mutual agreement, institute such other group insurance plans as may be developed.

7:02 Manitoba Public School Employees Dental and Extended Health Benefits Plan

- A. The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (collateral agreement).
- B. All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
- C. The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.
- D. The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
 - 1. An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
 - 2. An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and Extended Health Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
 - 3. An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group Dental and/or Extended Health Plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 8:00 – TRANSFER AND REASSIGNMENT

- 8:01 Teachers will be advised prior to May 1 of a transfer to become effective for the following September 1 except in cases where a vacancy arises after May 1 that cannot be filled by a suitable applicant hired by the normal procedure, the Board has the right to transfer such teachers.
- 8:02 Teachers required to transfer shall receive from the division eligible expenses incurred in the transfer to a maximum of \$750.00. Eligible expenses shall be limited to:
 - a) Moving of household effects including packing and loading from the former residence, cartage and transportation, delivery to and unloading at the new residence. If a public carrier is used it must be a fully licensed Manitoba-based carrier. Estimates of cost must be obtained from two (2) carriers and submitted to the Board. Selection of the carrier must be approved in writing to the teacher by the Board before final arrangements are made.
 - b) In respect to the accommodation being vacated, claims for expenses supported by receipts, will be accepted for:
 - i) Legal fees in an amount consistent with the Manitoba Law Society Tariff, plus related itemized disbursements.

- ii) Realty agent's commission not to exceed the local tariff as filed with the Manitoba Real Estate Association.
 - iii) Cost of advertising or related expenses, where the teacher undertakes the sale of his own residence and provided there is no claim under ii).
- c) In respect to the new accommodation, claims for expenses, supported by receipts, will be accepted for:
- i) Legal fees in an amount consistent with the Manitoba Law Society Tariff, plus related itemized disbursements.

8:03 Teachers will be subject to reassignment with prior consultation. Notice will be given by June 15 except in emergency situations such as a sudden loss of a staff member. In the event notice of reassignment is provided after May 31 and such reassignment is unacceptable to the teacher, the teacher shall have up to 10 calendar days from receipt of notification to advise the Board that he/she will be terminating his/her Form 2 contract as of June 30. The Board will mutually agree with the teacher's decision to terminate his/her contract.

ARTICLE 9:00 – SETTLEMENT OF DIFFERENCES

- 9:01 Where a violation of this agreement is alleged by a party to or persons bound by the agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this agreement, either party shall, within 30 teaching days of the event giving rise to the alleged violation or difference, or within 30 teaching days from the date on which the grievor became aware of the event giving rise to alleged violation or difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.
- 9:02 Any grievance between the parties to or persons bound by this agreement, or on whose behalf it was entered into, concerning its meaning, applications or violation which is not settled to the satisfaction of the parties may be referred by either party to a Board of Arbitration at any time within 30 teaching days after the answer in writing has been given, but not later.
- 9:03 All deadlines stated in 10:01 and 10:02 above may be extended on mutual agreement of both parties.
- 9:04 Each of the parties to the dispute shall, within 14 calendar days of the date of the written request for arbitration appoint an arbitrator and shall notify the other party of the appointment.
- 9:05 These two (2) arbitrators within further period of 14 calendar days after their appointment, shall meet and select a chairman mutually satisfactory to both. Should the two (2) arbitrators fail to agree upon a chairman within the 14 calendar days either party may request the Manitoba Labour Board to make the appointment of the Chairman.
- 9:06 The decision of the Arbitration Board shall be binding on the parties and upon any person on whose behalf this decision is made.
- 9:07 The Board of Arbitration shall not have any power to alter or change any provisions of this agreement or to substitute any new provisions for existing provisions, not to give any decision inconsistent with the terms and provisions of this agreement.
- 9:08 Each of the parties to this agreement will bear one-half (1/2) of the arbitration expenses.
- 9:09 Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 10:00 - TEACHERS' IN-SERVICE FUND

The Board and the M.T.S. Local Association will establish an In-Service Fund each year with the Board contributing the sum of \$150 per full-time teacher.

This fund shall be jointly administered by the Superintendent and the Professional Development Committee of the Association.

ARTICLE 11:00 - LEAVE OF ABSENCE WITHOUT PAY

1. Teachers in the Division may apply for extended leaves of absence without pay.
2. If granted, such a leave shall not constitute a break in tenure. Accumulated sick leave shall neither accrue or diminish nor shall the time on leave count in calculating experience for increment purposes.
3. A teacher returning from leave shall have the same or comparable position held prior to the leave. A reasonable effort shall be made to place the teacher in his/her prior school.

ARTICLE 12:00 - HEAD TEACHER'S ALLOWANCE

A teacher designated to assume the duties of a principal in the absence of the Principal and Vice-Principal receives the following per full day:

1/N of the base administrators' allowance, (with N being the number of days in the current school year calendar). Base administrators' allowance refers to the administrator allowance provided to colony principals.

ARTICLE 13:00 - DISCIPLINE

The imposition of discipline without 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 Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 10:00 Settlement of Differences.
2. When such a difference is referred to a Board of Arbitration under Article 10:00, 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 (1) or more things set out in subclause (a), (b), (c) and (d) above.
3. The written warning(s) shall not include Performance Assessment and Development done pursuant to Policy K-2 and any 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 Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 14:00 – REGISTERED RETIREMENT SAVINGS PLAN PAYROLL DEDUCTION

Teachers:

- a) The Board shall deduct monthly and in equal amounts, contributions towards a registered retirement savings plan. The teachers' plan shall be optional and administered by one carrier. Taxation receipts, (if required), application forms and the investment of contributions will be the responsibility of the carrier. Remittances will be forwarded to the carrier within 15 days following deductions.
- b) Deduction for the plan shall commence only in January and September of each year.
- c) The Association shall select the carrier.

ARTICLE 15:00 – PERSONNEL FILES

A teacher, may at a mutually agreed upon time, review his/her personnel file, after submitting a request in writing to the Superintendent or his/her designate. The Division will have a representative present when a teacher is examining their file.

A teacher shall have the right to respond in writing to any document contained in the personnel file.

ARTICLE 16:00 – PART-TIME TEACHERS

Part-time teachers who are required to attend or participate in official functions during regular school hours but outside their contracted working hours, shall be paid for the extra time in accordance with their regular salary schedules.

ARTICLE 17:00 – INCLEMENT WEATHER

In all circumstances where schools are open teachers must make reasonable effort to attend at their school. If, however, due to inclement weather and related travel conditions, a teacher is unable to attend, the teacher will not be deducted salary for the absence provided that the teacher notifies their Principal or designate that they cannot attend and,

1. the RCMP has closed the highway(s) within the Division on the teacher's normal route to work and/or,
2. the School Division has cancelled buses and/or classes or closed schools.

ARTICLE 18:00 – ACCESS AGREEMENT

Staff Officers or other Association Representatives shall be permitted to transact official business of the Association with teachers on Division property provided such business shall not interfere with or interrupt the daily contact time of classroom teachers.

ARTICLE 19:00 – EXTRA-CURRICULAR ACTIVITIES

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 approval from the school principal.
3. In any school year, a teacher will be entitled to a paid leave of absence of one day provided that he or she:
 - a. Performs fifty (50) hours of eligible extra-curricular duties during the school year to a maximum of three (3) days of paid leave for a teacher performing one hundred and fifty (150) hours of eligible extra-curricular duties.
 - b. The date for such leave shall be agreed upon between the principal and the teacher.
4.
 - a. In the case where a teacher accumulates sufficient hours to qualify for a day of paid leave in any school year, the teacher may choose to take the day of paid leave in the following school year. The maximum leave allowed to be carried over by a teacher in any school year shall be two days.
 - b. If a teacher accumulates between 25 and 49 extra-curricular hours in one school year (1st year), these hours will be carried forward into the following school year. (2nd year).
 - c. The teacher can use any extra-curricular hours accumulated in the 2nd year to add to the carried forward amount from the 1st year to reach the 50 hours.
5. Teachers will not take this leave on any day of teacher in-service, parent-teacher conferences, administration and pupil evaluation.
6. Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out of pocket expenses.
7. The maximum leave taken under article 19 when combined with personal leave in article 4:04 shall be no more than 5 days at any one time per school year.

ARTICLE 20:00 – HARASSMENT

The Division and Association recognize the right of all employees in the Turtle Mountain School Division to a working environment free from harassment.

ARTICLE 21:00 – PREPARATION TIME

- a) Within the existing school day each teacher shall receive an average of 35 minutes of preparation time per day exclusive of recesses and noon hour.
- b) Part time teachers shall have their preparation time pro-rated based on the percentage of their teaching assignment.

SCHEDULE A – SALARY

Salary Schedules to be developed to reflect the following increases:

Year 1: September 2018 (2018-2019)**1.60%**

| Years | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|-------|---------|---------|---------|---------|---------|---------|---------|
| 0 | 38,700 | 43,005 | 47,932 | 56,869 | 60,728 | 64,158 | 68,153 |
| 1 | 40,564 | 45,330 | 50,327 | 60,072 | 63,375 | 67,609 | 71,418 |
| 2 | 41,785 | 47,607 | 52,713 | 63,225 | 67,309 | 71,050 | 74,904 |
| 3 | 43,866 | 48,765 | 55,112 | 66,422 | 70,543 | 74,500 | 78,394 |
| 4 | 45,543 | 52,056 | 57,535 | 69,617 | 73,856 | 77,967 | 81,902 |
| 5 | 47,294 | 54,284 | 59,926 | 72,965 | 77,176 | 81,408 | 85,398 |
| 6 | 48,875 | 56,598 | 62,309 | 76,171 | 80,406 | 84,858 | 88,900 |
| 7 | 50,639 | 58,855 | 64,720 | 79,401 | 83,616 | 88,301 | 92,408 |
| 8 | | | 67,161 | 82,599 | 86,887 | 91,750 | 95,891 |
| 9 | | | | 85,873 | 90,100 | 95,144 | 99,383 |
| 10 | | | | 88,172 | 93,298 | 98,148 | 102,386 |

Year 2: September 2019 (2019-2020)**1.40%**

| Years | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|-------|---------|---------|---------|---------|---------|---------|---------|
| 0 | 39,242 | 43,607 | 48,603 | 57,665 | 61,579 | 65,057 | 69,107 |
| 1 | 41,132 | 45,964 | 51,031 | 60,913 | 64,262 | 68,555 | 72,418 |
| 2 | 42,370 | 48,273 | 53,451 | 64,110 | 68,251 | 72,045 | 75,952 |
| 3 | 44,480 | 49,448 | 55,883 | 67,352 | 71,531 | 75,543 | 79,491 |
| 4 | 46,181 | 52,785 | 58,341 | 70,592 | 74,890 | 79,058 | 83,048 |
| 5 | 47,956 | 55,044 | 60,765 | 73,987 | 78,257 | 82,548 | 86,593 |
| 6 | 49,559 | 57,391 | 63,182 | 77,237 | 81,532 | 86,046 | 90,145 |
| 7 | 51,348 | 59,679 | 65,626 | 80,513 | 84,786 | 89,537 | 93,702 |
| 8 | | | 68,101 | 83,755 | 88,104 | 93,034 | 97,234 |
| 9 | | | | 87,076 | 91,361 | 96,476 | 100,774 |
| 10 | | | | 89,406 | 94,604 | 99,522 | 103,820 |

Year 3: September 2020 (2020-2021)**0.50%**

| Years | Class 1 | Class 2 | Class 3 | Class 4 | Class 5 | Class 6 | Class 7 |
|-------|---------|---------|---------|---------|---------|---------|---------|
| 0 | 39,438 | 43,825 | 48,846 | 57,953 | 61,886 | 65,382 | 69,453 |
| 1 | 41,337 | 46,194 | 51,286 | 61,218 | 64,584 | 68,898 | 72,780 |
| 2 | 42,582 | 48,515 | 53,718 | 64,430 | 68,593 | 72,405 | 76,332 |
| 3 | 44,702 | 49,695 | 56,163 | 67,689 | 71,888 | 75,921 | 79,889 |
| 4 | 46,412 | 53,048 | 58,632 | 70,945 | 75,265 | 79,454 | 83,464 |
| 5 | 48,196 | 55,319 | 61,068 | 74,356 | 78,648 | 82,960 | 87,026 |
| 6 | 49,807 | 57,678 | 63,497 | 77,623 | 81,940 | 86,477 | 90,595 |
| 7 | 51,605 | 59,977 | 65,954 | 80,916 | 85,210 | 89,984 | 94,170 |
| 8 | | | 68,441 | 84,174 | 88,544 | 93,500 | 97,720 |
| 9 | | | | 87,511 | 91,818 | 96,959 | 101,278 |
| 10 | | | | 89,853 | 95,077 | 100,019 | 104,339 |

Effective on the first day of the Fall Term 2021 (2021-2022): COLA

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.

Sept 2018-June 2019 to be determined based on 1.6%, 2019-2020 1.4%, 2020-2021 0.5%, September 2021 COLA and Blue Cross rate changes.

SCHEDULE B – ADMINISTRATIVE ALLOWANCES

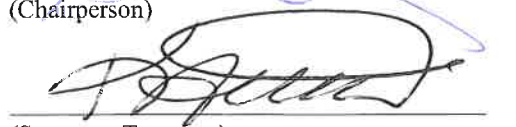
Administrative allowances shall be determined as follows:

1. Principal's allowance of \$65.34 per student effective September 1, 2018, \$66.25 September 1 2019, \$66.59 September 2020, and COLA added in 2021/2022 as per Schedule A. Administrative allowance will be calculated on November 1 of a school year and based on current year September 30 enrolment.
2. For the purpose of calculating the allowance, kindergarten students will be counted as one (1).
3. Effective September 1, 2018, no Principal in Turtle Mountain School Division will receive more than \$28,313.89 administration allowance. (\$28,710.28 for 2019/2020), (\$28,853.83 for 2020/2021), and COLA added in 2021/2022 as per Schedule A.
4. No administrator shall receive less than \$7,823.12 for September 2018, (\$7,932.64 for 2019/2020), (\$7,972.30 for 2020/2021), and COLA added in 2021-2022 as per Schedule A. This minimum shall remain unchanged until the student allocation surpasses the amount.
5. A vice-principal will receive half of the principal's allowance, regardless of the FTE percentage of assigned administration time.


Dated at Killarney this 25th day of March, 2021

Signed and agreed on behalf of the Turtle Mountain
School Division


(Chairperson)


(Secretary-Treasurer)

Signed and agreed on behalf of the Turtle Mountain
Teachers' Association of The Manitoba Teachers'
Society


(President)


(Secretary-Treasurer)