



"Learning today for tomorrow"

AGREEMENT BETWEEN

THE TURTLE RIVER SCHOOL DIVISION

AND

THE TURTLE RIVER TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

JULY 1, 2007 – JUNE 30, 2010

Turtle River Teachers' Association

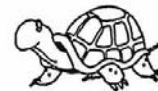


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ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Turtle River School Division (hereinafter referred to as the Division) and the Turtle River Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association), to establish a salary schedule, and other conditions of engagement resulting from the operation of said schedule and also provide a basis for both parties to improve the professional and academic services rendered to the school children and citizens of Turtle River School Division.

ARTICLE 2 - EFFECTIVE PERIOD

This agreement shall come into force and take effect **July 1, 2007**, and shall remain in force until **June 30, 2010**. Thereafter it shall remain in force unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement.

ARTICLE 3 - SALARY SCHEDULE

3.01 – Educational Qualifications

For the purpose of the salary schedule, members of the teaching staff shall be classified according to the classification established by the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.

3.02 – Permit Teachers

All teachers on permit will be paid on the basis of one class below the class they would be in if they were qualified. A permit teacher below Class 1 rating will be paid \$1,000.00 less than the minimum of Class 1.

3.03 – Onus of Proof

For the purpose of placement on this schedule, the responsibility rests on the teacher to supply confirmation from the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training to the Division of past teaching experience including permit teaching and of professional and academic standing as defined in Article 3.01 of this agreement by September 20th.

3.04 – Experience Gained on Permit

Teachers shall receive credit for experience as recognized by the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.

3.05 – Change in Classification

- a) Any teacher who improves his or her academic or professional qualifications, on or after September 1st, of the current school year and thereby qualifies for a higher salary classification shall be paid according to such improved qualifications effective the month following the date of receipt of the transcripts by the Division provided that such improved qualifications are obtained prior to April 1st of that same year.
- b) For those attaining new qualifications after April 1st, but prior to September 1st of the next school year, the new classification will become effective at the beginning of the fall term.
- c) Payment of any monies cited in both cases a) and b) will be withheld until confirmation of such change in qualifications is received from the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training. Should there be a delay in receipt of confirmation, salary adjustments shall be retroactive for a maximum period of four months from the date of receipt of confirmation from the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.
- d) The onus remains with the teacher to ensure the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training provides the Secretary-Treasurer of the Division with a confirmation of improved qualifications.

3.06 – Salary Payments

The Division shall direct deposit the payroll for each teacher. Each teacher shall supply to the Division a void cheque drawn on the account to which the deposit is to be made. All teachers shall be paid on a twelve (12) month basis. July and August pay will be deposited to the teacher's account on or before the last Friday of the month. When the contract between a teacher and the Division is terminated the unpaid salary, to the extent that this can be determined, shall be paid to the teacher upon such termination.

3.07 – Annual Increments

- a) Except as hereinafter provided, each teacher shall receive an increment for each year of continuous service on Turtle River School Division staff until such teacher reaches the maximum in his/her class, such increments and such maximums being in accordance with Article 3.12 on this agreement.
- b)
 - i. The anniversary date for annual increments for all teachers hired before January 1, 1988 shall be September 1st.
 - ii. The anniversary date for annual increments for all teachers hired on or after January 1, 1988 shall be September 1st or January 1st.
- c) For the purpose of annual increments, only complete years of teaching experience as described in Sections 3.04 and 3.05 will be recognized.

3.08 – Interest on Retroactive Pay

The Division shall pay to members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax due with respect to that pay. The interest is to be calculated from the dates on which the monies would have been due, to the date of the actual payment.

The interest shall be computed at the premium savings account rate of the Division's banker, which is in effect on the date of the signing of the collective agreement.

3.09 – Administrative Allowance

- a) Effective Fall Term **2007** a Principal shall receive an allowance of **\$681.20** per teacher supervised to an upper limit of **\$13,872.56**.

Effective Fall Term **2008** a Principal shall receive an allowance of **\$708.45** per teacher supervised to an upper limit of **\$14,427.46**.

Effective Fall Term **2009** a Principal shall receive an allowance of **\$736.79** per teacher supervised to an upper limit of **\$15,004.56**.

Effective 1999/2000 School Year, per teacher supervised shall be determined as at September 30th of each school year and shall include each teacher under contract with the Division.

Principals teaching two-thirds (2/3) or more of the time shall be included in the teacher count for determining the allowance.

Teachers supervised by more than one principal shall be pro-rated in determining the per teacher allowance.

The Vice-Principal's allowance shall be one-half (1/2) of the Principal's allowance.

- b) The Division through the Superintendent will appoint one of the staff members as head teacher, to act in the absence of the Principal.
- c) Effective Fall Term **2007** the head teacher shall be paid **\$34.39** per teacher per school year.

Effective Fall Term **2008** the head teacher shall be paid **\$35.42** per teacher per school year.

Effective Fall Term **2009** the head teacher shall be paid **\$36.48** per teacher per school year.

The teacher count shall be calculated in accordance with paragraph a). Payment will be made in the month of December.

3.10 - Substitute Teachers

- a) Effective date of signing of this collective agreement, substitute teachers will be paid at the rate of **\$108.15** per day for certified personnel and **\$76.32** per day for personnel on Limited Teacher Certificates.

Effective the fall term 2008, substitute teachers will be paid at the rate of \$111.39 per day for certified personnel and \$78.61 per day for personnel on Limited Teacher Certificates.

Effective the fall term 2009, substitute teachers will be paid at the rate of \$114.73 per day for certified personnel and \$80.97 per day for personnel on Limited Teacher Certificates.

- b) **Effective the Fall Term 2007**, if a substitute teacher remains in the same teaching position for more than three days, beginning on the fourth day, he/she shall be paid according to the basic schedule. The above rates include vacation pay credits that should become effective the date on which the agreement is signed.
- c) **The Manitoba Teachers' Society fees and Turtle River Teachers' Association fees shall be deducted from a substitute teacher's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.**

The Association shall provide the Division with at least two (2) weeks advance notice of any change in Association fees.

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 local Association fees or Manitoba Teachers' Society fees.

- d.) **In-service days or Administrative days, shall not constitute a break in substitute teaching.**

In addition, where during a teaching assignment of longer than four (4) consecutive days in the same position, the substitute teacher becomes unavailable to work due to attending what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family or for attending to Association or MTS business as a representative of the Association, and where the substitute teacher returns to the assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in substitute teaching.

Note: Definition of family for the above clause to be applied consistent with the current collective agreement in place for Teacher General and Limited Term Teacher General Contracts.

- e.) **A substitute teacher who is called to work for an assignment for one half (1/2) days 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. Notwithstanding the above, where the substitute is replacing a teacher whose contractual assignment is more than 50% time but less than full time, the substitute shall be paid for a period equivalent in time to the assignment of the teacher being replaced.**
- f.) **Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15th) day of the following calendar month.**
- g.) **A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternative assignment of not less than a half (1/2) day.**
- h.) **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 immediately imminent.**
- i.) **The timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.**
- j.) **A substitute teacher who has been employed for at least nine (9) consecutive days of 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 substitute teacher assignment to another.**

The use of a sick leave day with pay shall not constitute an interruption of the substitute teaching assignment.

- k) **The following articles of the current collective agreement shall apply to substitute teachers:**

Article 1: Purpose

Article 2: Effective Period

Article 3: Salary Schedule (3.01, 3.02, 3.03, 3.04, 3.05, 3.10, and 3.12)

Article 7: Complaints Against Teachers

Article 8: Settlement of Difference

Article 13: Access Agreement

Article 12: Involuntary Absence Due to Inclement Weather (Only for substitute teachers who have remained in the same teaching position for more than three days)

Article 14: Duty Free Lunch Period

Article 15: Freedom From Violence

- l) **The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.10, Substitute Teachers.**
- m) **The only matters which may be grieved under Article 8 (Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher 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.**

3.11 – Coordinators’ Allowance

The Coordinators shall be paid according to the basic schedule, 3.12. In addition, they shall receive a supervisory allowance as follows:

Effective Fall Term 2007 commencing the first year, an allowance of \$2,305.19 per annum will be paid; the second year an allowance of \$2,625.60 per annum; the third and every year thereafter, a maximum allowance of \$4,297.70 per annum.

Effective Fall Term 2008 commencing the first year, an allowance of \$2,374.35 per annum will be paid; the second year an allowance of \$2,704.37 per annum; the third and every year thereafter, a maximum allowance of \$4,426.63 per annum.

Effective Fall Term 2009 commencing the first year, an allowance of \$2,445.58 per annum will be paid; the second year an allowance of \$2,785.50 per annum; the third and every year thereafter, a maximum allowance of \$4,559.43 per annum.

3.12 – Basic Salary

Effective Fall Term 2007							
Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29363	32498	36639	43694	46664	49058	51453
1	30500	34026	38438	46064	49156	51644	54132
2	31643	35560	40239	48438	51644	54227	56810
3	32783	37090	42042	50810	54128	56814	59499
4	33919	38616	43841	53183	56616	59398	62180
5	35058	40154	45647	55557	59108	61981	64854
6	36199	41681	47455	57925	61597	64567	67538
7	37333	43212	49090	60301	64082	67149	70216
8	38473	44741	50741	62672	66573	69736	72899
9	38473	44741	51520	65046	69061	72324	75587
10	38473	44741	51520	67420	71546	74904	78263

Effective Fall Term 2008							
Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	30450	33679	37944	45210	48270	50736	53202
1	31621	35252	39797	47652	50837	53399	55962
2	32798	36832	41652	50097	53399	56060	58720
3	33972	38409	43509	52541	55958	58724	61490
4	35143	39981	45362	54984	58520	61386	64251
5	36316	41565	47222	57430	61087	64046	67005
6	37491	43137	49084	59868	63651	66710	69770
7	38659	44715	50769	62316	66211	69370	72528
8	39833	46289	52469	64759	68776	72034	75292
9	39833	46289	53271	67204	71339	74700	78061
10	39833	46289	53271	69649	73898	77357	80816

Effective Fall Term 2009							
Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	31569	34895	39288	46773	49924	52464	55004
1	32776	36516	41197	49287	52568	55207	57847
2	33988	38143	43108	51806	55207	57947	60688
3	35198	39767	45020	54323	57843	60692	63541
4	36403	41386	46929	56840	60482	63433	66385
5	37611	43018	48845	59359	63126	66174	69222
6	38822	44637	50763	61870	65766	68918	72069
7	40025	46262	52498	64391	68403	71657	74910
8	41234	47884	54249	66907	71045	74401	77757
9	41234	47884	55075	69426	73685	77147	80609
10	41234	47884	55076	71944	76321	79884	83447

ARTICLE 4 - GROUP LIFE INSURANCE

- a) The Division will administer the Manitoba Public Schools Employee Group Life Insurance Plan No. 22727 according to the terms and conditions of the Master Policy of the said plan.
- b) Unless otherwise excluded, the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque, 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 of the Manitoba Public Schools Employees Group Life Insurance Plan.

ARTICLE 5 - DISABILITY BENEFITS 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 from the teachers;**
 - ii) **enrolling newly hired teachers in the Plan;**
 - iii) **maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on 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, 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 Disability Benefits Plan.**

ARTICLE 6 - DEDUCTIONS OF PROFESSIONAL FEES

The MTS membership fees and the Local Association fees shall be deducted from every teacher who has not given written notice to the Division within twenty (20) days of the start of the current school year that he/she is not a member of the MTS or the Local Association.

In consideration of the Division making the compulsory check-off of Association dues as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceeding of any kind from all costs which may arise or be taken against the Division making the compulsory check-off of Association dues provided for in this Article.

The deduction for the MTS fees will be made in ten equal monthly installments commencing with the September cheque, according to the scale of fees established by the Manitoba Teachers' Society. Each monthly installment shall be remitted to the Manitoba Teachers' Society.

The deduction for local Association fees will be made in October of the current school year, or the month following employment, prorated for the balance of the year. If employment is terminated during a school year, the onus is on the teacher to make the necessary arrangements with the Association for rebates of deductions.

The Association shall also notify the Secretary-Treasurer as to the person on the Executive of the Association to whom the sum of dues are to be remitted.

ARTICLE 7 - COMPLAINTS AGAINST TEACHERS

- a) When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- b) If these attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- c) Sub-sections a) and b) shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Division, or of a student or students, or of a teacher.
- d) The Division and Association and their respective agents shall act fairly, reasonably and in good faith in dealing with complaints.

- e) For the purpose of this Article, complaint shall mean an issue not related to the employer/teacher relationship.

ARTICLE 8 - SETTLEMENT OF DIFFERENCE

Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application, or alleged violation, the aggrieved party shall, within 45 teaching days of the event giving rise to the dispute or alleged violation, or within 45 teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, shall notify the other party in writing, stating the nature and particulars of the dispute and the solution sought.

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

Each of the parties to the dispute shall, within ten (10) teaching days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of such appointment.

The two arbitrators, within a period of ten (10) days following their appointments, shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required ten (10) days, either party may request the Manitoba Labour Board of the Province of Manitoba to appoint a chairperson.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator.

Except as herein provided the provisions of the Labour Relations Act shall apply.

ARTICLE 9 - LEAVE

- a) Teachers shall be entitled to one day leave of absence for personal reasons at no deduction in any one school year provided that a substitute satisfactory to the Division can be secured. (no deduction effective September 2000) The one day leave of absence may be carried forward to be used in the subsequent school year for a maximum of two days in any one school year.

Personal leave cannot be used to extend the Christmas, Spring or Summer breaks nor can it be taken on days designated for teacher inservice, parent teacher conferences, administration or pupil evaluation. No more than one teacher in any one school shall be entitled to leave at the same time unless approved by the Superintendent. Teachers shall, if possible, notify the principal at least one week in advance of taking such leave.

- b) In all cases of absence from teaching duties other than for illness (Section 93, sub paragraphs 1, 2, 3, and 4, Sections 94 and 95 of the Public Schools Act), personal leave as provided in paragraph a), Compassionate and Bereavement Leave, authorization of the Division shall be obtained and any teacher thus absent from duty shall have the substitute rate deducted from his/her pay for the first two days. Commencing on the third and for each consecutive day thereafter, the Division shall deduct the per diem rate of the teacher's annual salary.

Wherever in this Agreement deduction of salary during a leave of absence or payment of salary is to be made at the per diem rate, the amount of the deduction or payment shall be calculated in accordance with the appropriate formula set out below:

i. Payment at Per Diem Rate

$$\frac{\text{No. of days which payment is due}}{\text{No. of school days in the school year as defined by the Minister of Education}} \times \text{Teachers' Current Salary}$$

ii. Deduction at Per Diem Rate

$$\frac{\text{No. of days without pay}}{\text{No. of school days in the school year as defined by the Minister of Education}} \times \text{Teachers' Current Salary}$$

- c) The Division recognizes that situations other than those referred to may arise in which leave of absence may be required. In such cases, the Division will consider the request on application by the teacher and the amount of salary deduction shall be determined prior to the leave being granted.
- d) In all cases of absence, the substitute shall be approved and paid by the Division.

9.01 – Compassionate and Bereavement Leave

a) Compassionate Leave

Each teacher shall be allowed Compassionate Leave without loss of salary up to but not exceeding three days in each case of terminal illness of any member of the immediate family of the teacher; immediate family to include: father, mother, sister, brother, son, daughter, wife or husband, mother-in-law, father-in-law, grandparents. Leave beyond this amount on compassionate grounds may be granted at the discretion of the Division. In all cases, the teacher shall notify the Division prior to taking leave.

b) Bereavement Leave

For a Bereavement Leave, full salary of the teacher will be paid during the absence as follows:

i.	Death of a spouse, common law spouse or same gender partner:	4 days
ii.	Death of a child or grandchild:	4 days
iii.	Death of a parent or step-parent:	4 days
iv.	Death of a sister, brother, mother-in-law or father-in-law:	3 days
v.	Death of a grandparent:	3 days
vi.	Death of a brother-in-law or sister-in-law:	1 day
vii.	Death of a spouse's grandparent:	1 day

9.02 - Maternity and Adoptive Leave – Effective January 1, 2002

- a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this Article.
- b) Every teacher shall be entitled to unpaid parental leave.
- c) Except as otherwise provided herein 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 pursuant to this Article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- f) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - i. For the first two weeks, payment equivalent to 90% percent of her gross salary, and
 - ii. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.

- g) A teacher taking adoptive/**parental** leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- h) In respect of the period of adoptive/**parental** leave, payments made according to the SUB Plan will consist of the following:
 - i. For the first two weeks, payment equivalent to 90% percent of gross salary, and
 - ii. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

9.03 – Sick Leave

- a)
 - i. Where a teacher is sick, he or she shall be entitled to sick leave during his or her sickness and be paid his or her salary during such sick leave; but such leave shall not exceed twenty (20) teaching days in any school year.
 - ii. Where the employment of a teacher is continued for more than one year, the non-used portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of forty (40) days in the second year; sixty (60) days in the third year; eighty (80) days in the fourth; one hundred (100) in the fifth, and one hundred ten (110) in the sixth and subsequent years.
- b) Teachers employed on a part-time basis with the Division shall be granted sick leave with pay prorated based on full-time equivalents.
- c) Teachers employed on a fixed term contract shall be entitled to sick leave during the term of the contract under the same terms and conditions as a teacher regularly employed by the Division. Sick leave shall accrue to a maximum of one hundred ten (110) days, when a teacher is employed by the Division on successive term contracts. Contracts shall be deemed to be successive when:
 - i. a teacher is employed under separate fixed term contracts in successive school years;
 - ii. the interruption between term contracts is less than a school year.
- d) Sick Leave is not payable to a teacher:
 - i. who, while receiving sick leave benefits, is engaged in employment for wage or profit with another employer, except when such employment occurs as a result of a program of rehabilitative employment approved by the Disability Benefits Plan; or

- ii. who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from the Manitoba Public Insurance (“M.P.I.”) to the extent that such benefits and paid sick leave exceed the teacher’s normal salary and up to the maximum number of sick leave days accumulated by the teacher. In such cases, the teacher shall reimburse the Division the amount of benefit received from M.P.I.
- e) The Unemployment Insurance Commission rebate shall be shared between the Division and the Association with the Division receiving 7/12 and the Association receiving 5/12 effective January 1, 1978.
- f) The Division shall provide sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health related reason(s). The pregnant teacher shall follow claim procedures for sick leave entitlement as determined by the Division.
- g) The Division may require teachers to produce reports from a duly qualified health care practitioner(s) on matters related to their sickness or injury and absence from the workplace.

9.03A – Family Medical Leave

Each teacher shall be entitled to use up to three (3) days of Sick Leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the spouse, children, or parents of the teacher or spouse. Where such cases occur and both parents of a particular child are teachers within the scope of this agreement, both parents may not access the provision of this Article concurrently.

Every effort shall be made to schedule medical appointments outside of school hours.

9.04 – Jury Duty

When a teacher has been required to serve on a jury or is subpoenaed as a witness in a court proceeding, the Division shall pay his/her salary during the time of such proceedings and any per diem paid to the teacher shall be remitted to the Division.

9.05 – Leave for MTS Executive Duties

A teacher, being a member of the Manitoba Teachers' Society Executive Committee or of the Executive of any branch thereof, or of any special committee of the Society, or being appointed as an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of the Society to attend the meetings of the Committee of which he/she is a member, or to act as a delegate or representative, shall be excused from school duties for either purpose or both purposes for not more than a total of five (5) teaching days in any one school year, provided that a substitute satisfactory to the Division can be secured and that the cost of the substitute teacher be borne by the Society.

Maximum days allowed the Association in combined total shall not exceed forty (40) days in any school year. One teacher for every ten (10) teachers per school or fraction thereof, will be allowed leave on any given day.

Leave of absence up to twenty (20) days in the school year shall be granted to the President of the Association and not be counted within the forty (40) day overall maximum.

The above notwithstanding, leaves of absence from school duties for the purpose of attendance at interest arbitration hearings shall not be counted in the individual or group maximum days of leave of absence.

The teacher shall notify the Division a minimum of seven (7) days prior to taking such leave. In exceptional circumstances, the Division has the right to waive the limitation on the number of teachers per school and the notice period.

9.06 – Leave of Absence without Pay

Any teacher may request a one year leave of absence without pay. A teacher on such leave shall be regarded as still on staff but shall not earn an increment during that year of absence.

- a) All applications for leave of absence shall be submitted to the Secretary of the Division before April 1st with full particulars concerning the reasons for the leave.
- b) The **Division** may limit the number of teachers on leave of absence to one in any one year.
- c) Approval or rejection by the Division of such leave shall be decided before May 1st of the year of application for such leave by the teacher.
- d) The onus is on the Division to notify any teacher who is being employed to replace a person away on a leave of absence that there may be no position open to him/her when the other teacher returns.
- f) Upon return from leave of absence a teacher shall be placed in the same or in an equivalent position with no less than the same salary and benefits, if the original position no longer exists.

9.07 – 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 reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

- i. Teachers on staff requiring religious holy leaves 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 30th.
 - ii. In instances where religious holy leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
 - iii. Where the appropriate notice has not been given, religious holy day leave will be provided and the substitute teacher rate will be deducted from the teacher's regular salary in the teacher's salary classification.
- b) The parties agree that this Article constitutes reasonable accommodation for religious holy leave.

ARTICLE 10 - LAY-OFF

- a) When it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, and leaves of absence do not affect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of continuous service with the Division.
- b) Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications or experience for a specific teaching assignment after taking into account special subject, program and administrative needs of the Division.
- c) The Division shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to protest in writing any alleged omission or incorrect listing to the Division. The seniority list, as provided or amended, must be certified prior to March 7th by both parties in writing to be correct.
- d) Definitions
 - i. 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.

ii. Qualifications

Refers to the classification in which the teacher is placed by the Professional Certification Section of the Administrative and Professional Certification Branch of Manitoba Education.

iii. Experience

The practical application of the training over a period of time with respect to the particular subject or subjects.

iv. Seniority

- (a) All employees of the Turtle River School Division who have a teaching certificate and have a Teacher - General Contract shall accrue seniority while performing duties for the Division and shall be placed on the teachers' seniority list. Employees with a teaching certificate hired on a Limited Term Teacher - General Contract or contracts prior to being hired on a Teacher-General Contract shall have their continuous employment with the division recognized to the first day employed on previous Limited Term Teacher - General Contracts. They shall be placed on the seniority list with the date of hiring as per the first Limited Term Teacher - General Contract. Continuous employment shall be defined as Limited Term Teacher - General Contracts which fall within one year of the previous Limited Term Teacher - General Contract. The Superintendent and Assistant Superintendent of Student Services shall have their seniority recognized as per Letter of Understanding to be attached to the collective agreement.
- (b) Where the teachers have the same length of continuous teaching experience as defined in d) iv. (a), the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- (c) Where teachers have the same seniority as defined in (a), (b) the order of seniority 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 recognized by the Province of Manitoba for classification purposes.
- (e) If the length of teaching experience as defined in (a), (b), (c), and (d), is equal, the teacher to be declared surplus shall be determined by the Division.
- (f) A teacher shall retain and accrue seniority if absent from work because of:
 - 1. illness or accident up to the maximum days accumulated under the provisions of the collective agreement;
 - 2. a leave of absence up to thirty (30) calendar days;
 - 3. maternity leave under the provisions of the Employment Standards Code.

(g) A teacher shall retain but not accrue seniority if the teacher is:

1. on leave of absence in excess of thirty (30) calendar days;
2. laid off for a period of time less than that set out in (h) (3) hereof;
3. absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
4. absent because the Division has granted maternity leave beyond the requirements of the Employment Standards Act.

(h) Without limiting the generality of the foregoing, a teacher who is laid off shall lose recall rights for any of the following reasons;

1. a teacher resigns
2. the teacher becomes employed by another school division except in the case of employment under a Limited Term Teacher-General Contract not to exceed one year;
3. the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
4. the teacher's contract is terminated for cause;
5. the teacher on a re-employment list who refuses to accept a position for which the teacher has the necessary training, qualifications and experience to perform the work in the position(s) offered shall forfeit all right of seniority and re-employment and subject to the exception contained in (h) (2.) hereof. In circumstances as outlined in (h)(2.), any teacher who refuses to accept employment shall forfeit all claims to the position(s) offered.

e) In the event of a lay-off the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off.

f) Notice of lay-off and a copy of this Article shall be given to the teacher by registered mail no later than the 10th day of May of any school year. The teacher, within fifteen (15) calendar days of receiving notice of lay-off, shall indicate, in writing by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this Article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.

g) If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position(s) first, when position(s) become available and provided such teachers have the necessary training, qualifications and experience for the position(s) available. Seniority with the Division will be used to determine the order in which laid off teachers are offered the available position(s) provided that the said teachers have the necessary training, qualifications, and experience.

- h) It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within ten (10) calendar days of the registered letter being sent, his/her intent to return to work on the date set out in the notice which date shall not be less than fourteen (14) calendar days following such notification, unless by mutual agreement.
- i) If a teacher is recalled as provided in g), the following will not be affected:
 - i. accumulated sick leave
 - ii. seniority gained prior to being laid off, but seniority shall not be accrued for the period of time of the lay-off.
- j) Notwithstanding any other provisions in this Article, the foregoing procedure shall not apply to teachers who are not tenured (as defined by the Public Schools Act) or to teachers employed on a Limited Term Teacher - General Contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division.

ARTICLE 11 – EXTRA CURRICULAR

- a) Extra-curricular activities for the purpose of this collective agreement means student-related athletic, social, recreational and cultural activities, occurring with the approval of school administration 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.
- b) The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
- c) An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- d) In any school year (as per the Minister of Education and Training's definition) a teacher will be entitled to a paid leave of absence **up to two (2) day(s)** provided that he or she:
 - i. performs 50 hours of eligible extra-curricular duties during a school year; **for each paid leave entitlement;** and

- ii. the date for such leave shall be agreed upon between the principal and the teacher and approved by the Superintendent. Such additional day shall not be cumulative beyond the current school year for any reason other than the exception outlined below.

A teacher who accumulates at least 50 hours under clause d) and where such 50 hours are not accumulated until after April 30th, such **teacher** shall be **entitled to carry forward one (1) day of leave into the** subsequent school year.

ARTICLE 12 – INVOLUNTARY ABSENCE DUE TO INCLEMENT WEATHER

(Effective September 2000)

A teacher who is absent from duties due to inclement weather and related travel conditions shall not suffer a reduction in salary provided the R.C.M.P. has closed the highway within the Division, which is between the teacher's residence and assigned school.

ARTICLE 13 – ACCESS AGREEMENT

Manitoba Teachers' Society Staff Officers, Society Executive Members, and Association Representatives shall be entitled to visit the workplace of any teacher at all reasonable times for the purpose of communicating with teachers.

ARTICLE 14 – DUTY FREE LUNCH PERIOD

Effective September 2004, except in cases of an emergency, each teacher is entitled to a daily uninterrupted lunch period of fifty-five (55) minutes.

ARTICLE 15 – FREEDOM FROM VIOLENCE

The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.

This section is subject to the Public Schools Act and Regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.

Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

ARTICLE 16 – CONSULTATION

A Liaison Committee shall be appointed, consisting of three (3) representatives from the Association and three (3) representatives from the Division. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the collective agreement. A summary of discussions will be recorded and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

ARTICLE 17 - PREFERENTIAL HIRING

When a teaching position becomes vacant within the Division, preference shall be given to any part time teacher currently employed by the Division pursuant to a Teacher-General agreement who applies for the vacant position (the internal applicant) over any applicant from outside the Division provided the internal applicant has the training, academic qualifications and experience to fill the position and has training, academic qualifications and experience which are equal, or superior to any outside applicants.

When more than one part time teacher from the Division applies for a full time vacant position, and all of those part time teachers have the necessary training, academic qualifications, and experience to fill the position, preference shall be given to the teacher having the most seniority in accordance with Article 10.

ARTICLE 18 – HOURS OF WORK

Effective June 30, 2007, and thereafter, within the instructional day the Division shall provide a minimum of one hundred fifty (150) minutes of preparation time for each full time teacher per five (5) day cycle. Preparation time shall be scheduled in blocks of not less than fifteen (15) minutes, and shall be exclusive of recess.

Part-time teachers shall be provided preparation time on a pro-rated basis based on their percentage of contract.

SIGNED AND AGREED on behalf of the School Division of Turtle River this ____ day of _____ A.D. 200__.

“ORIGINAL SIGNED BY Gwen McClean and Richard Bidzinski dated July 2, 2008”

Chairperson

Secretary-Treasurer

SIGNED AND AGREED on behalf of the Turtle River Teacher's Association this ____ day of _____ A.D. 200__.

“ORIGINAL SIGNED BY Elizabeth Geisel and Marilyn Shamuyarira dated June 26, 2008.”

President

Secretary-Treasurer of the
Local Association