

COLLECTIVE AGREEMENT BETWEEN
INTERLAKE SCHOOL DIVISION
(Hereinafter referred to as "the Division")

-and-

THE INTERLAKE TEACHERS' ASSOCIATION
(Hereinafter referred to as "the Association")

JULY 1, 2010 - JUNE 30, 2014

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ARTICLE 1: PURPOSE

- 1.01** It is the intent and purpose of the parties to this agreement to provide basis for both parties to improve the professional service rendered to the taxpayers and school children of the Interlake School Division; to promote and improve the working relations between the Board and the Association; to establish a salary schedule; to modify Section 2 of the individual Statutory Contract; and to establish other conditions of work resulting from the operation of this agreement.
- 1.02** All teachers holding a valid teaching certificate, or a limited teaching permit issued under the Education Department Act, or who are authorized by the Minister of Education to teach in the Schools, and employed by the Interlake School Division, come within the scope of this agreement.

ARTICLE 2: EFFECTIVE PERIOD

- 2.01** This agreement, unless expressly provided otherwise, shall be retroactive and come into effect **July 1, 2010, and shall continue in full force and effect until June 30, 2014**, for all teachers who are employed by the Division on the date of signing of this agreement.
- 2.02** This agreement shall thereafter continue in effect from year to year, unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Such notice shall be given not later than the 1st day of May before the expiring of this agreement.

ARTICLE 3: EDUCATIONAL QUALIFICATIONS

3.01 Except as otherwise provided in this agreement for the purpose of the salary schedule, teachers shall be classified according to qualifications and experience as recognized by the Manitoba Education and Youth Professional Certification Unit.

3.02 Part-Time Teachers

Part-time teachers shall be defined as teachers employed under contract as prescribed by the Public Schools Act or the regulations pertaining thereto, and who are employed less than full time.

Such Teachers:

- A. shall be paid according to their placement as per articles 5 and 6;
- B. shall be paid on a pro-rated basis on their fraction of time employed; and
- C. shall be entitled to sick leave on a pro-rated basis.
- D. Part-time teachers shall participate in school activities, during the regular school day when requested by the Principal provided the teacher can reasonably meet the request. Part-time teachers shall receive 1/200th, or portion thereof, for the time spent over and above their regular scheduled teaching time during the school day. Time in lieu of compensation may be given in an amount equal to the time spent over and above the regularly scheduled teaching time during the school day, if mutually agreed by the superintendent and the teacher.

3.03 Other Teachers

In the event that the Board engages a teacher who cannot be classified under this section (Article 3.01) said teacher shall be notified of this at the time of hiring by the Secretary-Treasurer of the Division. Classification of such a teacher will be reached by negotiation between the Board and the Association, negotiations to begin within twenty-one (21) days of the fall term or the first day of employment.

ARTICLE 4: SALARY SCHEDULE

“EFFECTIVE FALL TERM 2010”

<u>YEARS</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>	<u>CLASS 5</u>	<u>CLASS 6</u>	<u>CLASS 7</u>
0	31,623	35,133	39,487	47,234	50,527	53,345	56,275
1	33,289	37,063	41,543	50,167	53,589	56,525	59,544
2	34,954	38,993	43,596	53,100	56,652	59,705	62,810
3	36,620	40,925	45,652	56,034	59,714	62,887	66,078
4	38,286	42,854	47,706	58,966	62,778	66,066	69,346
5	39,953	44,784	49,762	61,899	65,840	69,247	72,615
6	41,619	46,712	51,817	64,834	68,901	72,428	75,883
7		48,646	53,872	67,767	71,966	75,607	79,154
8			55,932	70,713	75,040	78,788	82,422
9				73,642	78,101	81,977	85,689

“EFFECTIVE MARCH 1, 2011”

<u>YEARS</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>	<u>CLASS 5</u>	<u>CLASS 6</u>	<u>CLASS 7</u>
0	32,097	35,660	40,079	47,943	51,285	54,145	57,119
1	33,788	37,619	42,166	50,920	54,393	57,373	60,437
2	35,478	39,578	44,250	53,897	57,502	60,601	63,752
3	37,169	41,539	46,337	56,875	60,610	63,830	67,069
4	38,860	43,497	48,422	59,850	63,720	67,057	70,386
5	40,552	45,456	50,508	62,827	66,828	70,286	73,704
6	42,243	47,413	52,594	65,807	69,935	73,514	77,021
7		49,376	54,680	68,784	73,045	76,741	80,341
8			56,771	71,774	76,166	79,970	83,658
9				74,747	79,273	83,207	86,974

“EFFECTIVE FALL TERM 2011”

<u>YEARS</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>	<u>CLASS 5</u>	<u>CLASS 6</u>	<u>CLASS 7</u>
0	32,739	36,373	40,881	48,902	52,311	55,228	58,261
1	34,464	38,371	43,009	51,938	55,481	58,520	61,646
2	36,188	40,370	45,135	54,975	58,652	61,813	65,027
3	37,912	42,370	47,264	58,013	61,822	65,107	68,410
4	39,637	44,367	49,390	61,047	64,994	68,398	71,794
5	41,363	46,365	51,518	64,084	68,165	71,692	75,178
6	43,088	48,361	53,646	67,123	71,334	74,984	78,561
7		50,364	55,774	70,160	74,506	78,276	81,948
8			57,906	73,209	77,689	81,569	85,331
9				76,242	80,858	84,871	88,713

ARTICLE 4: SALARY SCHEDULE CONTINUED

"EFFECTIVE FALL TERM 2012"

<u>YEARS</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>	<u>CLASS 5</u>	<u>CLASS 6</u>	<u>CLASS 7</u>
0	33,394	37,100	41,699	49,880	53,357	56,333	59,426
1	35,153	39,138	43,869	52,977	56,591	59,690	62,879
2	36,912	41,177	46,038	56,075	59,825	63,049	66,328
3	38,670	43,217	48,209	59,173	63,058	66,409	69,778
4	40,430	45,254	50,378	62,268	66,294	69,766	73,230
5	42,190	47,292	52,548	65,366	69,528	73,126	76,682
6	43,950	49,328	54,719	68,465	72,761	76,484	80,132
7		51,371	56,889	71,563	75,996	79,842	83,587
8			59,064	74,673	79,243	83,200	87,038
9				77,767	82,475	86,568	90,487

"EFFECTIVE FALL TERM 2013"

<u>YEARS</u>	<u>CLASS 1</u>	<u>CLASS 2</u>	<u>CLASS 3</u>	<u>CLASS 4</u>	<u>CLASS 5</u>	<u>CLASS 6</u>	<u>CLASS 7</u>
0	34,062	37,842	42,533	50,878	54,424	57,460	60,615
1	35,856	39,921	44,746	54,037	57,723	60,884	64,137
2	37,650	42,001	46,959	57,197	61,022	64,310	67,655
3	39,443	44,081	49,173	60,356	64,319	67,737	71,174
4	41,239	46,159	51,386	63,513	67,620	71,161	74,695
5	43,034	48,238	53,599	66,673	70,919	74,589	78,216
6	44,829	50,315	55,813	69,834	74,216	78,014	81,735
7		52,398	58,027	72,994	77,516	81,439	85,259
8			60,245	76,166	80,828	84,864	88,779
9				79,322	84,125	88,299	92,297

ARTICLE 5: ANNUAL INCREMENTS

- 5.01** Each teacher shall receive one increment for each year of teaching experience as recognized by the Department of Education and Youth until such teacher reaches the maximum in his/her class, such maximum being in accordance with Article 4 of this agreement.
- 5.02** The anniversary date for annual increments shall be September 1st or January 1st, whichever date immediately follows the accumulation of one complete year of experience.

ARTICLE 6: PLACEMENT ON SCHEDULE

- 6.01** The minimum rate as listed in Article 4 of this agreement is for teachers with less than one complete year of teaching experience prior to joining the Interlake School Division staff.
- 6.02** For teachers on staff and for teachers coming on staff, who have one or more years of teaching experience after certification and where such experience is approved and recognized by the Manitoba Department of Education and Youth, except as noted in 6.03 below, the minimum rate shall be increased by one increment on schedule for each year but not exceeding the maximum of his/her class.
- 6.03** Certified teachers on staff shall receive credit for permit experience obtained in the Province of Manitoba.

ARTICLE 7: CHANGE IN CLASSIFICATION

- 7.01** A change in salary as a result of a change in classification shall be effective from the date on which the Board receives notification from the Professional Certification Unit of Manitoba Education, and Youth.
- 7.02** A teacher shall be reclassified as of the month in which the Board receives official reclassification notification from the Professional Certification Unit of Manitoba Education and Youth.
- 7.03** None of the foregoing clauses will place the Division in a position to pay the teacher concerned retroactive pay where the Division has not received official notification of the teacher's reclassification from the Professional Certification Unit of Manitoba Education and Youth.

ARTICLE 8: ADMINISTRATION ALLOWANCES

- 8.01 A.** The principal of a school shall receive a principal's allowance per teacher supervised, including the vice-principal as follows:
- | | |
|-------------------------------|--|
| Fall Term 2010: | \$729.01 per teacher to a maximum of \$21,141.30 per annum |
| March 1 st , 2011: | \$739.95 per teacher to a maximum of \$21,458.55 per annum |
| Fall Term 2011: | \$754.75 per teacher to a maximum of \$21,887.75 per annum |
| Fall Term 2012: | \$769.85 per teacher to a maximum of \$22,325.65 per annum |
| Fall Term 2013: | \$785.25 per teacher to a maximum of \$22,772.25 per annum |
- B.** The principal of the school, except Hutterian colony schools, shall receive an annual allowance for the supervision of support staff as follows:
- | | |
|-------------------------------|----------|
| Fall Term 2010: | \$600.00 |
| March 1 st , 2011: | \$609.00 |
| Fall Term 2011: | \$621.18 |

Fall Term 2012: \$633.60
Fall Term 2013: \$646.28

ARTICLE 8: ADMINISTRATION ALLOWANCES CONTINUED

- 8.02** The vice-principal of a school shall receive one-half (1/2) of the principal's allowance as per Articles 8.01 A and 8.01 B.
- 8.03** In schools, except Hutterian Colony Schools, where the teacher count is seven (7) teachers or less, supervised, the principal shall be included in the teacher count. In no case shall the teacher count for administrative purposes be less than four (4).
- 8.04** Where a teacher is appointed to act as an acting principal in the absence of the principal, or when the principal and vice-principal are both absent at the same time, and a teacher is so appointed, an allowance shall be paid to that teacher as listed below (not including the principal and vice-principal). The total accumulative days/half-days shall be paid June 30th of each year.

Fall Term 2010:	\$1.52 per teacher supervised to a maximum of \$35.53 per day
March 1 st , 2011:	\$1.54 per teacher supervised to a maximum of \$36.06 per day
Fall Term 2011:	\$1.57 per teacher supervised to a maximum of \$36.78 per day
Fall Term 2012:	\$1.60 per teacher supervised to a maximum of \$37.52 per day
Fall Term 2013:	\$1.63 per teacher supervised to a maximum of \$38.27 per day

Minimum allowance payable to any acting principal will be as follows:

Fall Term 2010:	\$20.30 per day
March 1 st , 2011:	\$20.60 per day
Fall Term 2011:	\$21.01 per day
Fall Term 2012:	\$21.43 per day
Fall Term 2013:	\$21.86 per day

Notwithstanding the above, a teacher or vice-principal who assumes the primary duties of a principal or vice-principal for a period of five (5) consecutive working days shall be paid in accordance with Article 8.01 or 8.02 retroactive to the first day of such duties.

8.05 Hutterian Colony Schools

- A.** Teachers who teach in a one-teacher school shall receive an administrative allowance as follows:

Fall Term 2010:	\$729.01 per year
March 1 st , 2011:	\$739.95 per year
Fall Term 2011:	\$754.75 per year
Fall Term 2012:	\$769.85 per year
Fall Term 2013:	\$785.25 per year

- B.** In Hutterian Colony Schools where the teacher count is three (3) or less supervised, the appointed administrator of the colony school shall be included in the teacher count. In no case shall the teacher count for administrative allowance purposes be less than two (2).

- C.** When a teacher is appointed as the Head Administrator of the Hutterian Colony Schools and T.I.P. building, the teacher shall be paid an allowance for each building supervised as follows:

Fall Term 2010:	\$729.01
March 1 st , 2011:	\$739.95

Fall Term 2011: \$754.75
Fall Term 2012: \$769.85
Fall Term 2013: \$785.25

ARTICLE 8: ADMINISTRATION ALLOWANCES CONTINUED

8.06 Allowances set forth in Articles 8.01, 8.02, 8.03 and 8.05 shall be paid only while the incumbent is performing the duties described therein.

8.07 The administrative allowance for principals and vice-principals shall be maintained at the same level if the principal or vice-principal is transferred by the Division to a school with a less administrative allowance designation, or if the staff count of his or her current school decreases, or if the school is restructured, resulting in a lesser allowance.

8.08 Program Support Coordinators

The Board shall appoint Program Support Coordinators in the areas of curriculum and technology. In addition to their scheduled salary, an annual allowance will be paid as follows:

	<u>Program Support, Curriculum</u>	<u>Program Support, Technology</u>
Fall Term 2010:	\$3,712.77	\$4,855.16
March 1 st , 2011:	\$3,768.46	\$4,927.99
Fall Term 2011:	\$3,843.83	\$5,026.55
Fall Term 2012:	\$3,920.71	\$5,127.08
Fall Term 2013:	\$3,999.12	\$5,229.62

8.09 Student Services Administrator

The Board shall appoint a Student Services Administrator and that person shall be paid in addition to their scheduled salary under Article 4 the following administrative allowance of

Fall Term 2010:	\$17,884.51
March 1 st , 2011:	\$18,152.78
Fall Term 2011:	\$18,515.84
Fall Term 2012:	\$18,886.16
Fall Term 2013:	\$19,263.88

8.10 Assistant Student Services Administrator

The Board may appoint an Assistant Student Services Administrator in the area of student services and that person shall be paid in addition to the salary schedule under Article 4, an administrative allowance of

Fall Term 2010:	\$8,942.26
March 1 st , 2011:	\$9,076.39
Fall Term 2011:	\$9,257.92
Fall Term 2012:	\$9,443.08
Fall Term 2013:	\$9,631.94

ARTICLE 9: SUBSTITUTE TEACHERS

9.01 The salary of substitute teachers shall be as follows:

Fall Term 2010:	\$139.00 per day (holiday pay included)
March 1 st , 2011:	\$141.00 per day (holiday pay included)
Fall Term 2011:	\$144.00 per day (holiday pay included)
Fall Term 2012:	\$147.00 per day (holiday pay included)
Fall Term 2013:	\$150.00 per day (holiday pay included)

9.02 A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.

9.03 A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.

9.04 Upon commencement of the sixth (6th) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated as 1/x of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where x = the number of days in the current school year). Such pay shall be retroactive to the first day of the assignment, and the rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

9.05 In-service days or Administrative days shall not constitute a break in extended substitute teaching.

9.06 Where, during an extended substitute teaching assignment, 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, and where the substitute teacher returns to the extended teacher assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.

9.07 A substitute teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required shall be paid a half day's pay for reporting for duty.

9.08 If the substitute teacher has been called in for a full day assignment, he or she shall be paid a full day's pay for reporting for duty.

9.09 In the event of early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.

9.10 The timetable for a substitute teacher unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, shall normally be the same as the timetable of the teacher who is being replaced.

9.11 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

assignment to assignment.

ARTICLE 9: SUBSTITUTE TEACHERS CONTINUED

- 9.12 A substitute teacher who has been employed for at least twenty (20) days of 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.
- 9.13 Manitoba Teachers' Society fees and Interlake Teachers' Association fees shall be deducted from a substitute teacher's pay monthly. 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.
- 9.14 The only matters which may be grieved under Article 19 (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.
- 9.15 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 9, Substitute Teachers.
- 9.16 The following articles of the Collective Agreement apply to substitute teachers:
- | | |
|---------------|---|
| Article 1 | Purpose |
| Article 2 | Effective Period |
| Article 3 | Educational Qualifications |
| Article 4 | Salary Schedule |
| Article 6 | Placement on Schedule |
| Article 7 | Change in Classification |
| Article 10.02 | Interpretation of 1/200 th |
| Article 13 | Meal Period |
| Article 19 | Settlement of Differences (only for clauses which apply to substitute teachers) |
| Article 26 | Discipline |
| Article 27 | Freedom From Violence |

ARTICLE 10.01: PAYMENT OF SALARY

Payment of salary shall be on the basis of twenty (20) approximately equal payments from September to June, said payments to be made respectively on the last banking day on or before the 15th day of the month and the end of the month. The payment shall be made by direct deposit to an account of the teacher's choice.

ARTICLE 10.02: INTERPRETATION OF 1/200TH

For the sake of this collective agreement, the term 1/200th shall mean one (1) divided by the total number of authorized teaching days as set forth by the Minister of Education in the current school year.

ARTICLE 11: SALARY PROTECTION

No teacher now on staff shall suffer a reduction in salary by reason of the adoption of the agreement, but shall remain at the same salary until his or her rate of pay is in agreement with the schedule.

ARTICLE 12: ALLOWANCE FOR PROFESSIONAL NON-CREDIT COURSES

A teacher employed by the Division shall be paid \$50.00, once only for each three (3) unit professional course taken after permanent certification and after coming on staff, where in the opinion of the Board the course is of specific benefit to the Division's educational program. These courses must have prior approval of the Superintendent. This allowance will be paid for each course approved hereunder upon filing with the Secretary-Treasurer of the Division satisfactory evidence of the completion of the course. This allowance shall be repayable unless the teacher remains on staff the following year.

ARTICLE 13: MEAL PERIOD

Except in cases of emergency or unforeseen similar circumstances, every full-time teacher shall be entitled to an uninterrupted meal period equal to five minutes less than the students' mid-day intermission of the school in which the teacher is employed to a maximum of fifty-five (55) minutes.

Designated professional staff will be on call during this meal period to deal with discipline, parent enquiries and other problems normally under the jurisdiction of a teacher.

ARTICLE 14: SALARY CONTINUANCE INSURANCE

The Board will continue to deduct and forward premiums for the Manitoba Teachers' Society Long Term Disability Plan.

ARTICLE 15: GROUP LIFE INSURANCE

- 15.01** The Board will administer the Manitoba Public Schools Employees' Group Life Insurance Plan No. 50561-G according to the terms and conditions of the master policy of the said plan.
- 15.02** The teachers' share of the premiums shall be deducted at source for all participants in the plan.
- 15.03** All teachers shall be required to participate in the plan, unless granted exclusion by the Trustees for the Manitoba Public School Employees' Group Life Insurance Plan.

ARTICLE 16: DEDUCTION OF THE MANITOBA TEACHERS' SOCIETY FEES

- 16.01** The Manitoba Teachers' Society membership fees and Interlake Teachers' Association fees shall be deducted from every teacher in accordance with advice provided by the Society and/or Association.
- 16.02** These deductions shall be made in twenty equal semi-monthly installments starting with the September cheque, according to the scale of fees established by the Manitoba Teachers' Society and the Interlake Teachers' Association respectively. Each instalment will be forwarded to the Manitoba Teachers' Society not later than the 15th day of the following calendar month.
- 16.03** The onus is on the teacher to make the necessary arrangements with The Manitoba Teachers' Society for rebate of deductions.

- 16.04 The Association shall indemnify and save harmless the Board from any and all losses, costs, liabilities or expenses suffered or sustained by the Board as a result of legal action arising from the deductions of local Association and Manitoba Teachers' society fees made pursuant to this Article.

ARTICLE 17: LEAVES OF ABSENCE

17.01 A. MTS Duties Leave

A teacher being a member of the Manitoba Teachers' Society Executive Committee or of the Executive Committees of any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of which he/she is a member or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings, or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any school year; provided that the Superintendent is notified prior to the leave, and, provided that a substitute satisfactory to the Board can be secured and that the cost of providing this substitute is assumed by the Society and shall not be a charge upon the Board concerned. No additional leave of absence beyond five (5) days in a school year shall be taken for the purposes mentioned above, except with the consent and approval of the Board.

B. President's Release Time Leave

1. Each school year, the Division shall provide release time to the President of the Association the equivalent of ten (10) days release from regular classroom duties plus a scheduled release of up to thirty (30%) percent.
2. The Association agrees to reimburse the Division with the replacement teacher's cost incurred during the leave taken by the President of the Association.
3. The Interlake Teachers' Association shall notify the Division by May 15th if they intend to exercise the leave of absence for the President. The schedule for the leave shall be developed with the President, Principal of the school affected and the Superintendent.

17.02 Elected President of Manitoba Teachers' Society Leave

A teacher employed by the Division who is elected president of the Manitoba Teachers' Society shall at the termination of the teachers' leave of absence return to a position in the same school where the teacher formerly taught provided the teacher has, on or before March 15th in the year of the leave, advised the Superintendent of Schools in writing of the teacher's intention to return to the school at the commencement of the next teaching year. If the teacher fails to inform the Division in writing of the teacher's intention to return, the Division shall not be required to assign the teacher to the teacher's former school and the Division is relieved of any obligations to the teacher in this respect.

17.03 Post Secondary Education Examination Leave

Any teacher shall be entitled to leave for the writing of an examination during school hours without loss of salary to the teacher provided the Superintendent is notified three (3) weeks prior to the leave. Such leave will be one day for each examination written. Substitutes, when required, shall be paid by the Board. Granting of leave with less than three weeks notification shall be at the discretion of the Board.

17.04 Parenting Leave:

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive/parental leave in accordance with this Article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provide herein the Manitoba Employment Standards Code will apply.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

- 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 Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
- F. In respect of the period of maternity leave, payment made according to the SEB Plan will consist of the following:
 - 1. For the first two weeks, payment equivalent to 90% of her gross salary, and
 - 2. 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 or 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 Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.
- H. In respect of the period of adoptive or parental leave, payment made according to the SEB Plan will consist of the following:
 - 1. For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served or payment equivalent to ninety percent (90%) 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.

17.05 Sabbatical Leave

- A. Sabbatical leave for study shall be granted, or rejected, by a joint committee of the Board and the Interlake Teachers' Association. Such committee shall be composed of two (2) Board members appointed by the Board and three (3) Association members appointed by the Association president. The applicant for the leave must be prepared to appear before the Committee to discuss the details of the request.

- B.** All applications must be submitted not later than February 1st of the year in which consideration is asked. The merit of the particular program chosen should be set forth by the applying teacher in a letter to the Board.
- C.** If sabbatical leave is granted by the Committee referred to in Clause (A) hereof, the amount of the bursary shall be determined by the Board in consultation with the candidate but in no case shall the allowance be less than one-half of the salary he/she would have received had he/she not been on sabbatical.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

- D.** Payment of the award shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the award shall be made with the provision that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, he/she shall repay the amount received as set out below:
 - 1. If not returning - full repayment.
 - 2. If returning for one year only - fifty percent (50%)
- If a teacher fails to return after sabbatical, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.
- E.** Not more than one teacher for every one hundred (100) teaching staff shall be granted sabbatical leave in any one year.
 - F.** Where all other considerations are equal, seniority shall be the basis for awarding sabbatical leave.
 - G.** Sabbatical leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments. There shall be no accumulation of sick leave during the period in which a teacher is absent on sabbatical leave.

17.06 Sick Leave

- A.** When a teacher is absent from work because of sickness he/she shall be entitled to sick leave during such absence and to be paid his/her salary during this leave. Subject to Subsection B of this article, such leave shall not exceed twenty (20) teaching days in any school year.
- B.** Where the employment of a teacher is continued for more than one (1) year, the unused portion of sick leave in any year shall be carried forward and accumulated from year to year to a maximum of:
 - 40 teaching days in the second year;
 - 60 teaching days in the third year;
 - 80 teaching days in the fourth year;
 - 100 teaching days in the fifth year,
 - 120 teaching days in the sixth year.
 - 125 teaching days in the seventh and subsequent years.
- C.** The Association agrees that any rebates applied for as a result of a reduction in unemployment premiums be allocated between the Board and the Association, 5/12 to the

Association and 7/12 to the Board.

- D. Sick leave shall not continue to accrue while on any leave of absence without pay.
- E. The Board shall provide full 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 current proof of claim procedures for sick leave entitlement as may be required by the Board.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

- F. 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, or 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 provisions of this article concurrently unless approved by the Superintendent.

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

17.07 Leave of Absence Without Pay

Teachers in the Division shall be eligible for a one (1) year or two (2) year leave of absence without pay. Such leave shall not constitute a break in tenure or loss of accumulated sick leave; but shall not count in calculating experience for increment purposes. Upon return, the said teacher will be assigned by the Board to a teaching position. Eligibility for leave under this Article will exist once every five (5) years during the teacher's employment with the Interlake School Division.

17.08 Compassionate Leave

Each teacher in the Division shall be granted compassionate leave without loss of salary, of up to three (3) days, in any school year provided suitable arrangements have been made with the immediate supervisor prior to the leave. Leave with or without salary beyond the three (3) days for compassionate leave may be granted at the discretion of the Board.

17.09 Personal Leave

Teachers may be granted two (2) days personal leave per school year, which leave shall not be unreasonably withheld.

- A. The first day of such leave shall be at no deduction of salary.
- B. For the second day of such leave, costs of a substitute will be deducted from the teacher's salary. The application, where possible, shall be submitted to the Principal at least one (1) week prior to taking the leave.

Effective Fall Term 2011:

- A. Teachers may be granted two (2) days personal leave per school year at no deduction of salary, which leave shall not be unreasonably withheld.
- B. The application, where possible, shall be submitted to the Principal at least one (1) week prior to taking the leave.

17.10 Leave for Other Purposes

In all cases of absence from teaching duties other than for illness or other reasons heretofore stated in this agreement, permission of the Board shall be obtained and any teacher thus absent from duty shall be deducted the salary of a substitute teacher for each of the first five (5) consecutive days of absence. Beginning at the sixth consecutive day of absence and for each consecutive day of absence thereafter, the teacher shall have 1/200 of his/her annual salary deducted.

ARTICLE 18: TRANSFER OF TEACHERS

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

Notification of, and reasons for any proposed transfer must be communicated in writing either by registered letter or delivered in person by the Superintendent to the teacher concerned by May 31st of each year for transfers for the next school year.

Any proposed transfer effective the first teaching day of the Spring term (effective January), or the first day of the second semester (effective February) must be communicated in writing, either by registered letter, or delivered in person by the Superintendent's department to the teacher concerned by October 31, in the case of the Spring term, and by the last teaching day in December in the case of a second semester transfer.

Transfers to be made at any other time of year must be by mutual consent.

In the event the Division requests the transfer, the Division will pay reasonable moving costs. The Division's right of transfer and assignments must be exercised reasonably and fairly.

ARTICLE 19: PROVISIONS FOR SETTLEMENT OF DIFFERENCES

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

Each of the parties to the dispute shall, within seven (7) days of the date of the written request for arbitration appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairman mutually satisfactory to both.

Should the two arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment of a chairperson.

Except as herein provided the Labour Relations Act will apply.

ARTICLE 20: LAYOFF

20.01 Where natural attrition, transfers, and sabbatical leaves have not resulted in the necessary reduction in staff and the Board determines that a reduction in staff is necessary, the Board shall identify those teachers to be laid off according to the procedures set out below, after taking into account, the special subject and program needs of the Division.

20.02 For the purpose of identifying the teachers to be laid off, first consideration will be given to seniority

provided that the teacher has the qualifications, training and/or experience to perform the work in the available position.

20.03 The Board shall, annually, provide the Association with a seniority list. Seniority shall be determined on the basis of the following criteria:

- A.** The length of continuous teaching experience in the Division.
- B.** Where teachers have the same length of continuous teaching experience with the Division, the order of seniority list shall be determined on the basis of total recognized teaching experience in Manitoba.

ARTICLE 20: LAYOFF CONTINUED

- C.** Where teachers have the same seniority as defined in (a) and (b), the order of seniority shall be determined on the basis of total recognized teaching experience.
- D.** If the length of teaching experience, as defined in (a), (b), and (c) is equal, the teacher to be declared surplus shall be determined by the Board.
- E.** For the purpose of this Article, any approved leave of absence of one (1) school year or less in duration will not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
- F.** For the purpose of this Article, any approved leave of absence in excess of one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
- G.** Each teacher shall be permitted a period of five (5) working days after receipt of the seniority list to protest in writing any alleged omission or incorrect listing to the Secretary-Treasurer of the Division. In the event a teacher does not file a written protest with the Board within the time stipulated, the list shall be deemed correct.

20.04 A teacher shall lose seniority for any of the following reasons:

- A.** The teacher resigns.
- B.** The teacher has been laid off by this School Board and becomes employed full time under a Teacher-General Contract in another School Division.
- C.** The teacher fails to return to work after termination of any leave granted by the Board.
- D.** The teacher is not re-employed within twelve (12) months following the date of lay-off.
- E.** The teacher's contract is terminated for cause.
- F.** The teacher fails to comply with paragraph 20.09.

20.05 Notice of layoffs shall be given to the teachers not later than May 31st for layoff effective at the end of the spring term and no later than November 30th for layoff effective at the end of the fall term.

20.06 Teachers who have been laid off shall be recalled in the reverse order of seniority as positions become available, provided that the teacher so affected has the qualifications, training and/or experience for the available position.

20.07 Teachers who have been laid off shall have the right to recall for a period of twelve (12) months after June 30th or December 31st, following the date of the layoff.

20.08 Teachers shall keep the Board informed as to their current address.

20.09 Teachers shall be recalled by registered mail and must reply by registered mail within fourteen (14) days of receiving the letter of recall. Failure to contact the Board shall result in the loss of all recall rights. If a teacher refuses the position for which that teacher is qualified, such teacher shall lose all rights to recall.

20.10 Where a teacher is recalled, such teacher shall not suffer loss of:

- A. Accumulated sick leave, and
- B. Seniority gained, prior to being laid off.

ARTICLE 20: LAYOFF CONTINUED

20.11 Layoff shall not affect the teacher's rights, upon being recalled, to re-enter any benefit plans in effect according to the collective agreement.

20.12 Notwithstanding any other provision of this agreement, the provisions of one (1) through eleven (11) shall not apply to teachers where an agreement (General) between the teacher and the Board has not been in effect for more than two (2) years with the Interlake School Division, or to teachers employed for less than one (1) year, on the express written understanding that the teacher will not, after the completion of such time, be employed by the Board.

20.13 All new staff hired, shall receive a copy of the layoff clause upon receiving a contract (General).

For the purpose of this clause, the following definitions shall apply:

- A. **Training:** Instruction received as preparation for the profession of teaching, which leads to 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 Professional Certification Unit of Manitoba Education and Training.
- C. **Experience:** The practical application of training over a period of time with respect to the particular subject or subjects.
- D. **Reverse Order of Seniority:** i.e. Teachers with greatest seniority will be recalled first.
- E. **Position:** Course assignment, grade level.
- F. **Benefit Plans:** i.e. Group Insurance, Dental Plan, Pension Plan, etc.

ARTICLE 21: LEAVE OF ABSENCE AND DEFERRED COMPENSATION PLAN

The Division will facilitate only, the deferred salary leave plan in accordance with the provisions of the plan in existence as of February 27, 1989 and maintained on file in the Board Office.

ARTICLE 22: PREPARATION TIME

22.01 The Board recognizes the value of preparation time.

22.02 Preparation time shall be provided for teachers where reasonably possible.

22.03 A reduction of preparation time or a loss of preparation time may take place only after consultation

with the affected teacher.

- 22.04** Interlake School Division and the Interlake Teachers' Association agree that beginning the Fall term of 1996, the teacher preparation time assigned on a school by school basis in any school year to any full-time equivalent teacher, whether such time is in a teaching consultation or supervisory role, shall not without the consent of the Association, be less than the average teacher preparation time assigned in that particular school during the 1994/95 school year.

The two parties also agree that should a need arise in the future, a joint committee of the Interlake Teachers' Association and the Interlake School Division would be established to develop an appropriate protocol.

ARTICLE 23: COMPLAINTS AGAINST TEACHERS

Should the Board receive a serious complaint in writing regarding a teacher in its employ, the Board or its designate shall immediately communicate the substance of such complaint, in writing, to the teacher concerned.

The Board shall afford such a teacher the opportunity to make personal presentation of his/her case to the Board before judgement is passed and the teacher concerned may be assisted during any presentation to the Board by counsel.

ARTICLE 24: STAFF REDUCTION

The Board recognizes that when it is necessary to make staff reduction, it may also be necessary to make program cuts. When a staff reduction is made, the Board or its designate will consult with the school administration to determine what program adjustments will be necessary.

ARTICLE 25: RIGHT TO CONSULTATION

- 25.01** In accordance with the intent of Board policy directives, the Board shall advise the Association Executive and shall seek their input when considering policy changes affecting teachers' working conditions or classroom conduct before implementing such changes.

- 25.02** All teachers have the right to consultation with their Superintendent and/or designate in respect of their assignment of school.

- 25.03** All teachers have the right to consultation with their Superintendent and/or designate in respect to assignment of grade or subject area.

ARTICLE 26: 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:

- A.** 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 19 Provisions for Settlement of Differences, during currency of agreement.
- B.** When such difference is referred to a Board of Arbitration under Article 19, the Board of Arbitration shall have the power to:
 - 1.** uphold the discipline.
 - 2.** rescind the discipline.

3. vary or modify the discipline.
 4. order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline.
 5. do one or more of the things set out in subclause (a), (b), (c) or (d) above.
- C. The written warning (s) shall not include teacher evaluation done pursuant to Division policy and any regulations and amendments thereto (hereinafter referred to as the policy) except where the implementation of said policy against a person covered by this collective agreement is for the purpose of disciplining said person.
- D. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 27: 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 decision made by the school administration.

ARTICLE 28: RELIGIOUS LEAVE

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

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

The following notification period shall apply:

- A. Teachers on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30th.
- B. 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.
- C. Where the appropriate notice has not been given, religious holy day's leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate in the teacher's salary classification.

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

ARTICLE 29: RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

29.01 "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.

- 29.02** A. The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience. An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- B. Participation in extra-curricular activities by teachers is voluntary.

ARTICLE 29: RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES CONTINUED

29.03 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 of one day provided that he or she:

- A. Perform 50 hours of eligible extra-curricular duties during a school year; and
- B. The date for such leave shall be agreed upon between the principal and the teacher.

Effective Fall Term 2011:

- A. In any school year (as per the Minister of Education and Training's definition), a teacher shall be entitled to one day of leave for each fifty (50) hours of eligible extra-curricular activities performed during the school year to a maximum of two (2) days. A part time teacher shall be entitled to the equivalent time off as a full time teacher.
- B. A teacher may perform the fifty (50) hours of eligible extra-curricular duties during the course of two (2) consecutive school years.
- C. The date(s) for such leave shall be agreed upon between the principal and the teacher.

29.04 A teacher who does not take their leave in the year of earned entitlement shall be allowed to carry the one day forward to the next school year, thereby allowing for a possible maximum of three (3) days leave in any school year.

ACTICLE 30: NEW POSITIONS

Should the Division from time to time establish teaching positions which job titles are not included in this Agreement, the Division will notify the Association of its intention to advertise and enter into negotiations with the Association for the purpose of establishing the salaries and working conditions prior to these positions being advertised.

ARTICLE 31: INTEREST ON RETROACTIVE PAY

The Division shall pay the members of the Association interest on the gross amount of any retroactive pay due to that member as it would have been payable (gross amount at the end of each pay period). The interest shall be calculated on the 26th of each month at the Bank of Canada rate. The interest shall begin to accrue after the first pay period of the contract year. It shall be compounded monthly until the date of the signing of the contract for that year.

For the purpose of this agreement only, interest on retroactive pay is to be calculated as per the provision of Article 31 and paid to the Association in one lump sum.

SIGNATURES:

Dated at Stonewall, Manitoba, this 12th day of December 2011.

Signed and agreed on behalf of the Interlake School Division.

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chairperson

LETTER OF UNDERSTANDING
BETWEEN
THE INTERLAKE SCHOOL DIVISION
AND
THE INTERLAKE TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

The Division and the Association both agree that the Interpretation of Article 20.03 will be as follows when preparing the seniority list for the Division:

That teachers transferring from a Limited Term Teacher – General to a Teacher - General contract will be given credit for their service on a teacher seniority list, providing they have continuous service. Breaks such as Christmas, Easter and Summer breaks do not constitute a break in service.

The Division and the Association both agree that the Interpretation of Article 20.12 will be as follows:

A teacher who is employed under a Teacher - General contract will be placed on the teacher seniority list.

Dated at Stonewall, Manitoba, this 12th day of December, 2011.

Signed and agreed on behalf of the Interlake School Division.

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chairperson

LETTER OF UNDERSTANDING
BETWEEN
THE INTERLAKE SCHOOL DIVISION
AND
THE INTERLAKE TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

Re: ADMINISTRATION ALLOWANCES Article 8.05 (B)

The Interlake School Division and the Interlake Teachers Association agree that, commencing September 2007, the following individual currently employed as a Hutterian Teacher/Administrator, shall continue to receive her current Administrative allowance, plus negotiated increases, as long as she remains in the position.

HEATHER JANZEN-TETRAULT

Dated at Stonewall, Manitoba, this 12th day of December, 2011.

Signed and agreed on behalf of the Interlake School Division.

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chairperson