

COLLECTIVE AGREEMENT

BETWEEN

THE LOUIS RIEL SCHOOL DIVISION

(hereinafter referred to as the “Division”)

AND

**THE LOUIS RIEL TEACHERS’ ASSOCIATION
OF THE MANITOBA TEACHERS’ SOCIETY**

(Hereinafter referred to as the “Association”)

JULY 1, 2009 to JUNE 30, 2011

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AGREEMENT

DATED THIS _____ DAY OF _____, 2009

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION
(hereinafter referred to as "THE DIVISION")

- and -

THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY
(hereinafter referred to as "THE ASSOCIATION")

ARTICLE 1.00 - PURPOSE

- A. It is the intent and purpose of the Parties to this Agreement (hereinafter referred to as "THIS AGREEMENT") to provide a basis for both parties to improve the professional and academic services rendered to the students and taxpayers of the Division and to promote and improve the working relations between the Board and the Association, to establish a salary schedule as provided for in Section 2 of the Individual Statutory Contract and to regulate conditions of employment resulting from the operation of said Agreement.
- B. The spirit of this Section is that the members of the Association will at all times do their best to live up to the best professional spirit for which the Association stands, while on its part, the Board does its best to provide the climate to permit them to operate efficaciously.

ARTICLE 1.01 - INTERPRETATION CLAUSE

Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 2.00 – EFFECTIVE PERIOD

- A. This agreement shall become binding and take effect as from the first day of July, **2009** and shall remain in effect to June 30, **2011** and shall automatically renew itself thereafter from year to year unless either party gives the other written notice, by registered mail, of a desire to amend the Agreement. This notice shall be given not more than 90 days and not less than 30 days prior to the date of expiry of the term of the Agreement.
- B. The new amended Agreement shall become effective as and from the 1st of July following the giving of notice of a desire to negotiate a new or amended Agreement.
- C. This Agreement shall take cognizance of any other Agreements entered into by the parties hereto and attached to this Agreement.

ARTICLE 2.01 - OBLIGATION TO ACT FAIRLY

The Division, in administering the Agreement, shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3.00 - EDUCATIONAL QUALIFICATIONS

- A. The teachers' classification and experience for placement on the salary schedule shall be established by this Collective Agreement and:
 - 1. A valid teaching certificate issued by the Minister of Education.
 - 2. The classification accorded the teacher by the Administration and Professional Certification section of Manitoba Education, Training and Youth pursuant to Table I "Classification of Certificates" of Regulation 515/88 and as amended from time to time, shall be used to determine the class in the Salary Schedule to which the teacher belongs, except as provided in Clause B below.
 - 3. For the purpose of classification, teachers with a diploma in Industrial Arts Teacher Education or a certificate in Vocational/Industrial Teacher Education or with a Bachelor of Education while teaching a vocational program in a non-indentured area shall be placed one full class above the class determined in A.2 above for each of the following to a maximum of two (2) classes:
 - a) First year of a related technical and/or vocational college program not used to earn the classification in A.2. approved by the Superintendent of Schools.
 - b) Second year of a related technical and/or vocational college program not used to earn the A classification in A.2. approved by the Superintendent of Schools.
 - c) Series of practical courses not otherwise used for classification, approved by the Superintendent of Schools.

B. Notwithstanding the above, Louis Riel Teachers who were employed prior to June 30, 2002 by the St. Boniface or St. Vital School Divisions will not suffer any loss of classification or salary as a result of this article.

C. Teachers on a Limited Teaching Permit

Teachers hired to teach on a Limited Teaching Permit shall be placed on the schedule one full Class below the Class they would be in if they had a valid teaching certificate.

ARTICLE 4.00 - SALARY SCHEDULE

A. Effective first day of fall term, 2009

1st day of the Fall Term, 2009

2009-2010

Experience	<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	31,887	35,339	40,456	46,775	50,009	53,185	56,378
1	33,458	36,994	42,703	49,340	52,654	55,982	59,305
2	35,033	39,015	44,950	51,905	55,299	58,779	62,232
3	36,608	41,056	47,197	54,470	57,944	61,576	65,159
4	38,185	43,134	49,444	57,035	60,589	64,373	68,139
5	39,757	45,217	51,691	59,600	63,558	67,170	71,590
6	41,572	48,258	54,737	62,452	66,699	70,445	75,046
7				65,601	69,849	73,906	78,502
8				68,745	72,987	77,362	82,120
9				72,668	76,864	81,704	86,439

B. Effective first day of fall term, 2010

1st day of the Fall Term, 2010 – 1.5% increase, salary schedule to be published

1st day of March, 2011 – 1.5% increase, salary schedule to be published

ARTICLE 4.01 - PLACEMENT

A. Previous Experience

For the purpose of initial placement on the Salary Schedule, experience acquired previous to employment in the St. Vital School Division or St. Boniface School Division or the Louis Riel School Division, as the case may be, shall be recognized at the rate of one increment for each complete year of experience as recognized by the Certification and Records Branch of Manitoba Education, except that experience on a Limited Teaching Permit or Authority will not be credited. In addition, teachers of Vocational programs shall be recognized at the rate of one increment for every two years of related journeyman trade experience in indentured trades, or for every two years of industry experience in non-indentured fields, to a maximum of five (5) increments.

B. Increments

Following a teacher's placement on the Salary Schedule in accordance with Article 4.00, a teacher shall advance to the next higher step on the salary schedule at the rate of one increment upon completion of the equivalent of ten months' full-time teaching service as recognized by the Certification and Records Branch of Manitoba Education, until maximum is reached. The due date for increments shall be the first day of the teaching month next following the completion of this ten months' teaching service.

C. Increased Qualifications

1. Where increased qualifications are secured which qualify a teacher for an advance in class on the salary schedule, the onus is on the teacher to forward the necessary documentation to the Superintendent's Department.
2. For the purpose of Section C-1 "documentation" shall be either a statement from the Teacher Certification and Records Branch of Manitoba Education confirming a higher classification or evidence from an educational institution confirming that course work has been successfully completed.
3. The resulting increase in salary shall be retroactive to the first of the month following receipt of documentation signifying that there has been an increase in qualifications. However, the resulting increase shall be paid only after Teacher Certification and Records Branch of Manitoba Education has confirmed the higher classification with the exception of an increase in qualifications in Article 3.00 A. 3, a-c.

D. Placement

1. On or about the last teaching day of September of each year, each teacher shall be provided with a Statement outlining the placement of the teacher, as per Article 3.00 of this Agreement, effective at the commencement of that school year. The teacher shall have twenty (20) teaching days from the date of receipt of the Statement to inform the Division in writing of any errors in the Statement of Placement. Failure to inform the Division within the twenty (20) teaching days shall be deemed to be acceptance of the placement for that school year. Included on the statement of placement shall be a notification of the consequences of a failure to reply to perceived errors.
2. Members hired after September 30th will receive the above notice within 30 teaching days after commencement of teaching duties and will have 20 teaching days after receipt of notice to respond.

ARTICLE 4.02 - ADMINISTRATOR ALLOWANCES

School - Based Administrative Positions

A. Teachers in administrative positions shall receive a salary composed of two elements:

1. A base salary and placement according to Article 4.01 of this Agreement.
2. An administrative allowance based on a formula, which determines the classification of the school. The Division will designate or change the classification of a school under its jurisdiction based on the following formula:

$$\frac{\text{Total pupil count}}{650} + \frac{\text{Total staff count}}{40}$$

- a. The sum generated by the calculation will classify the school as:

Class A	If the sum is 1.20 or less
Class B	If the sum is greater than 1.20 to 1.80
Class C	If the sum is greater than 1.80

- b. Pupil Count is the total number of students enrolled as of September 30th each year as verified by Manitoba Education and Training (with Kindergarten students counted at 0.5).
- c. Staff count shall be expressed as actual count of FTE adults who work in that school. The adults include: Professional Staff, Non-teaching staff consisting of: assistant librarian, educational assistants, community liaison worker, volunteer coordinator, interpreter/tutor, work facilitator, teacher aide, secretary, custodian and lunch supervisors (.18 FTE).

Additional count is as follows:

1. 1.0 FTE for schools with special program staff,
 2. 1.0 FTE for schools with day cares and before and after school programs
 3. 1.0 FTE for preschool and parenting centres, and
 4. 1.0 FTE for schools with supervisors.
- d. Notwithstanding the above, the Louis Riel Arts and Technology Centre shall be classified a "C" school.
- e. The Principal/Vice-Principal will be notified by the end of November, the status of his/her school's classification including the data used in the calculations.
- f. Salary adjustments will be effective November 1st.
- g. An allowance equal to one-twelfth (1/12) of the annual Administrator's allowance or increase in allowance will be paid in cases of appointments to administrative positions. This will not apply to lateral administrative position movements.

h. Principal Allowance:

Effective Fall Term 2009	Effective Fall Term 2010	Effective First Day of March 2011
Class A – \$22,166	Class A –\$22,498	Class A – \$22,836
Class B – \$25,240	Class B – \$25,619	Class B – \$26,003
Class C - \$28,930	Class C – \$29,364	Class C – \$29,804

Vice-Principal Allowance

Effective Fall Term 2009	Effective Fall Term 2010	Effective First Day of March 2011
Class A – \$13 299	Class A – \$13 499	Class A – \$13 701
Class B – \$15,144	Class B – \$15,371	Class B – \$15,602
Class C - \$17,358	Class C – \$17,618	Class C – \$17,882

Division-Based Administrative Positions

Supervisor Secondment Positions

- A. A teacher appointed by the Division to a supervisor position shall receive an allowance in addition to his/her base salary according to Article 4.02 of this Agreement.
- B. The allowance for a supervisor position shall be the same as the allowance paid to a Vice-Principal of a “C” school.
- C. The secondment shall be for a 3-year term.

Coordinator Secondment Positions

- A. A teacher appointed by the Division to a coordinator position shall receive an allowance in addition to his or her base salary according to Article 4.02 of this Agreement.
- B. The allowance for a coordinator position shall be the same as the allowance paid to a Vice-Principal of a “B” school.
- C. The secondment shall be for a 3-year term.

Director Positions

- A. A teacher appointed by the Division to a Director position shall receive an allowance in addition to his or her rate of pay.**
- B. The allowance for a Director position shall be the same as the allowance paid to a Principal of a “C” school as provided for in Article 4.02 of the Collective Agreement.**
- C. If the Division decides to discontinue the position, the Director will have his or her allowance maintained for period of one (1) year.**

ARTICLE 4.03 - LEADERSHIP POSITIONS

A. A teacher appointed by the Division to be a department head or a consultant shall receive the following allowance in addition to his or her rate of pay.

B.

	First Day of Fall Term 2009	First Day of Fall Term 2010	First Day of March 2011
1. Consultant	\$5,971	\$6,060	\$6,151
2. Department Head	\$3,582	\$3,636	\$3,691

ARTICLE 4.04 - ADMINISTRATIVE GUIDELINES

A. A teacher’s main responsibility in an administrative or supervisory role is that of a professional leader.

B. The Division has the authority and managerial responsibility to consider administrative cost, size and effectiveness when determining the appointment of a Principal.

Notwithstanding the above, the Division will ordinarily appoint one (1) Principal to one (1) school building.

C. Vice-Principals may be appointed at the discretion of the Division. The duties of a Vice-Principal will be determined by the Principal of the school in consultation with the Superintendent.

D. Special consideration for additional administrative support shall be given by the Superintendent to schools with special subject, program and administrative needs.

E. If the Division decides to discontinue the position of Vice-Principal in a school for the following school year, the Vice-Principal will have his/her allowance maintained for a period of one (1) year.

F. If an Administrator is transferred at the request of the Division to another Principalship or a Vice-Principalship which results in a lower allowance under Article 4.02, his/her allowance shall not be reduced for a period of two (2) school years following his/her assumption of duties in the new assignment. At the end of the two (2) year period the salary will be adjusted in accordance with the salary schedule outlined in Article 4.02.

ARTICLE 4.05 - DESIGNATED TEACHERS

A. For each school, a teacher shall be designated by the Division to act as Principal during the absence of the Principal (where there is no Vice-Principal), or when both the Principal and Vice-Principal(s) are absent.

B. The rates for Designate Teachers shall be as follows:

	First Day of Fall Term 2009	First Day of Fall Term 2010	First Day of March 2011
Designate Teacher	\$824 per year	\$836 per year	\$849 per year

C. In circumstances where the Principal, Vice-Principal (where appointed) and designated teacher are all absent from the school for one-half (1/2) a school day or more, then the Principal will appoint a teacher to acting Principal and such person will receive **the following:**

	First Day of Fall Term 2009	First Day of Fall Term 2010	First Day of March 2011
Acting Principal	\$77 per occasion	\$78 per occasion	\$80 per occasion

ARTICLE 4.06 - PART-TIME TEACHERS

A. Teachers employed under contract on a part-time basis shall be paid according to their qualifications as established in Article 3.00 and at a rate based on the fraction of the time employed.

B. Part-time teachers shall participate in school activities that occur during the regular school day when requested by the Division. When the Division makes such requests part-time teachers shall receive a pro-rata share of their annual salary rate for the time spent participating in the activities over and above the regularly scheduled teaching time.

At the Division's discretion time in lieu of salary payment may be given.

C. During each school year the Division shall request each part-time teacher to participate on a minimum of five (5) occasions in parent-teacher conferences, in-service or other professional development activities. The scheduling of these occasions shall be arranged by the principal in consultation with the teacher.

Under extenuating circumstances the Division and teacher may agree to waive this requirement.

D. Part-time teachers employed for less than the full school year shall be requested to participate on the basis of the pro-rated number of designated days during their period of employment.

ARTICLE 4.07 - SUBSTITUTE TEACHERS

The Division, in administering Article 4.07, shall act reasonably, fairly, and in good faith.

The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 4.07 – Substitute Teachers.

A. The rates for substitute teachers shall be as follows:

	Beginning of School Year 2009-10	Beginning of School Year 2010-11	Beginning First Day of March 2011
Class IV to VII	\$157 per day	\$159 per day	\$161 per day
Less than Class IV	\$131 per day	\$133 per day	\$135 per day

* Vacation pay benefits are included in the above rates.

- B. A substitute teacher is employed by the Division on an irregular, day to day basis to either replace a regular teacher or fulfill an assignment which is normally less than twenty (20) consecutive working days in duration.
- C. A period of substitute teaching of at least five (5) consecutive working days in the same assignment shall be termed extended substitute teaching.
- D. A substitute teacher who assumes the teaching workload of a teacher for six (6) consecutive school days or more, shall be paid at the rate of such fraction (calculated to three decimal places) as one day out of the number of teaching days prescribed by the Minister for the School year of his or her classification according to the qualifications and experience under Article 4.00, retroactive to the first day of commencement of such continuous service.

Where a substitute teacher is authorized by the Principal to be absent from work without pay, the substitute shall retain the said rate of such fraction as one day is the number of teaching days prescribed by the Minister for the School year of his/her classification provided that the substitute returns to the same assignment following the leave and provided the number of days of authorized absence does not exceed five (5) teaching days in any school year.

- E. Manitoba Teachers' Society fees shall be deducted from a substitute teacher's pay in accordance with the guidelines established by the Manitoba Teachers' Society.

Louis Riel Teachers' Association fees shall be deducted and remitted from a substitute's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.

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 Manitoba Teachers' Society fees.

- F. A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.

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

H. The following articles of the Collective Agreement apply to substitute teachers:

Article 1.00	Purpose
Article 2.00	Effective Period
Article 3.00	Educational Qualifications
Article 4.00	Salary Schedule (information only)
Article 4.01 (A)	Placement
Article 7.00	Complaints
Article 7.01	Work Place Harassment
Article 7.02	Freedom from Violence
Article 10.00	Meal Period
Article 14.00	Travel Allowance
Article 15.00	Consultation
Article 20.00	Provision for Settlement of Disputes During Currency of Agreement

I. The only matters which may be grieved under the Settlement of Differences article by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this article, those other provisions of the Collective Agreement referenced in Article 4.07 and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

J. 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.

K. 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.

L. In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.

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

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

O. No substitute teacher shall be assigned duty prior to the commencement of class on the first morning of an assignment or prior to the afternoon class on the first day, if it is a half-day afternoon assignment.

ARTICLE 4.08 - POSITIONS NOT COVERED BY THE COLLECTIVE AGREEMENT

- A. Should the Division from time to time establish positions for which job titles are not included in the Collective Agreement, the Division shall notify the Association of its intention to employ individual(s) in such position(s) and shall enter into negotiations with the Association for the purpose of establishing the rate(s) of pay prior to such position(s) being filled.
- B. Where there is a dispute between the parties with respect to the rates of pay for such position(s), the dispute shall be deemed to be a difference between the parties pursuant to Article 20.00 of the Collective Agreement.
- C. Where there is a dispute between the parties as to whether the Division has established a position for which a job title is not included in the Collective Agreement, the dispute shall be deemed to be a difference between the parties pursuant to Article 20.00 of the Collective Agreement.

ARTICLE 5.00 - METHOD OF PAYMENT

The salary of a teacher shall be paid according to the following:

- A. Salary payments shall be made monthly on a twelve (12) payment basis.
- B. The amount of payment shall be determined by dividing the annual salary rate in effect by twelve (12).
- C. When by reason of changes in the terms of this agreement the salary of a teacher is changed, the new salary shall be paid not later than the month following the date of signing of this agreement and any retroactive adjustments shall be included in the salary cheque for that month.
- D. The July and August salary payments shall be deemed to have been earned in the immediately preceding school year. Thus teachers shall have their total salary entitlements determined on an equitable basis for the school year in accordance with the salary schedule(s) in effect during that school year ending June 30th.
- E. The salary of a teacher commencing employment other than on the first teaching day of the school year shall be calculated as follows:
 - 1. In the first month of employment, the salary to be paid shall be such fraction (calculated to three (3) decimal points) of the salary for the whole school year, as the number of teaching days employed in that month is of the number of teaching days prescribed by the Minister for that school year.

2. Thereafter, the monthly installments shall be such fraction (calculated to three (3) decimal points) of the salary for the whole school year as the number of teaching days employed for the balance of the school year is of the number of teaching days prescribed by the Minister for the school year, divided by the number of months remaining to June 30th next, or the termination of the teacher's individual contract, whichever comes first.
- F. Where a teacher leaves the employ of the Division during the course of the year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed, such fraction (calculated to three (3) decimal points) of the salary for the whole school year as the number of teaching days employed is of the number of days prescribed by the Minister for that year.
- G. Monthly salary payments shall be made not later than the third (3rd) day prior to the last day of the month or on the last teaching day, whichever comes first. Payments in respect to July and August shall be deposited in the teacher's account on the last teaching day of June.
- H. Direct Deposit of Salaries
1. The Division shall only be required to deposit the salary funds to one designated financial institution per teacher. For purposes of clarity, a teacher will not be allowed to designate a certain portion of their funds to be paid to one financial institution and the balance to another.
 2. Any administrative costs due to a change in a designated financial institution, in excess of one (1) per year, shall be borne by the teacher who requests such a change.
 3. Individual teachers shall not have the right to request exemptions from having their salaries so deposited.

ARTICLE 5.01 - EMPLOYMENT INSURANCE REBATE

When the Division is receiving a premium reduction under the Employment Insurance Act then, where applicable, the following will apply:

- A. The Division shall refund to the Association the teachers' portion of the premium rebate allowable under the Employment Insurance Act twice a year, at the end of December and the end of June. The June rebate shall include the premium rebate for the months of July and August of that year.
- B. Further, the Division shall refund to the Association, the whole of the additional rebate allowable under the Employment Insurance Act **that is attributed** to the Short Term Disability Plan.

ARTICLE 5.02 - INTEREST ON RETROACTIVE PAY

- A. The Division shall pay the teachers of the Association, interest on the gross amount of any retroactive pay which may be paid to such teachers 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 which the monies would have been due on a monthly basis, to the date of the actual payment.
- B. The interest shall be computed at the lesser of 9% per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date.
- C. If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be calculated at the rate paid by the Chartered Banks of Canada in Winnipeg on their premium rate savings accounts.

ARTICLE 5.03 - PAYROLL DEDUCTIONS

- A. One-tenth of annual fees due to the Manitoba Teachers' Society by the teachers of the Louis Riel Teachers' Association shall be deducted from each of the salary cheques from September to June inclusive, in accordance with the current scale of fees and shall be remitted to the Manitoba Teachers' Society office each month.
- B. One-half of the annual fees due to the Manitoba Teachers' Society Council of School Leaders shall be deducted from each of the salary cheques of participating administrators in September and October in accordance with the scale of fees and shall be remitted to the Manitoba Teachers' Society in each of the months.
- C. The annual fees due to the Louis Riel Teachers' Association (LRTA) shall be deducted from the October and November cheques in two equal portions and forwarded in care of the Association's Treasurer. The Association will, prior to June 30th, inform the Secretary-Treasurer as to the amount of the deduction.
- D. The annual fees due to the Louis Riel Association of School Administrators (LRASA) shall be deducted once in October from the salary cheques of participating administrators and forwarded in care of the LRASA Treasurer. LRASA will, prior to September 30th, inform the Secretary-Treasurer as to the amount of the deduction. Administrators wishing to write themselves out of the LRASA will notify the Division in writing by September 15th of each year.
- E. 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 legal action arising from the deduction of the LRASA fees provided; however, should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

ARTICLE 6.00 - SICK LEAVE

- A. It is agreed by the parties that sick leave entitlement shall only be granted by the Division where a teacher is unable to be at work and perform his or her regular duties as a result of illness or injury.
- B. Sick leave is not payable to a teacher who is engaged in any employment for a wage or profit during any period for which he or she claims benefits under the Division's sick leave plan.
- C. Sick leave is not payable to a teacher whose illness or injury results from a motor vehicle accident and is receiving wage loss replacement benefits from Manitoba Public Insurance (MPI) to the extent that such benefits and paid sick leave exceed the teacher's normal salary. In such cases the teacher shall reimburse the Division the amount of benefit received from MPI.
- D. A full-time teacher who is under contract to the Division as of the first (1st) day of the fall term shall be credited with twenty (20) days sick leave (subject to a maximum accumulation of 124 days) on that date except that a new employee must actually teach for at least one day before any sick leave days are credited to this teacher. A full-time teacher coming under contract at a later date in the school year shall be credited with a pro-rata share of twenty (20) days, calculated to the closest whole day. A regular part-time teacher is entitled to a pro-rata share of twenty (20) days sick leave per year and the principle of accumulation, and the total to be accumulated, applies as to a full-time teacher.

Notwithstanding the above, a teacher who reduces his or her contract time and subsequently accesses the Disability Benefits Plan and is penalized by suffering a reduction in pay that she or he would not have suffered had his or her sick leave credits not been converted, will be treated as if his or her sick leave credits were not converted. The maximum conversion shall not exceed the required days set out in the Disability Benefits Plan.

- E. Unused sick leave shall accumulate to a maximum of one hundred and twenty-four (124) days. In each year of employment (i.e. school year) the number of sick days used shall be deducted from the total accumulation. The first day of the fall term, twenty (20) days shall be added to that total, to a maximum of one hundred and twenty-four (124) days.
- F. 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 and twenty-four (124) days, when a teacher is employed by the Division on successive term contracts. Contracts shall be deemed to be successive when:
 - 1. A teacher is employed under more than one term contract in a school year;
 - 2. The interruption between term contracts is less than a school year.

- G. Teachers employed on a part-time basis who have a Form 2, Teacher General, or Limited Term Teacher-General contract, with the Division shall be granted sick leave with pay prorated based on full-time equivalence.
- H. Sick leave shall not continue to accrue while on any leave of absence without pay with the exception of Article 6.05 B.3.
- I. Each teacher shall be notified at the November pay period of his or her total accumulation.
- J. In the case of a lengthy or recurring illness, a teacher may apply for special consideration whereby the Division may pay that teacher's salary until he or she is eligible for benefits under Employment Insurance or Disability Benefits Plan or such lesser period as the Division may decide.
- K. **On-The-Job-Injury.** When a teacher suffers an on-the-job-injury and is absent from work as a result of that injury, the Division shall continue to pay the salary of that teacher during such absence, limited to the extent of the accumulated sick leave balance at the time of suffering the on-the-job-injury. The period of time absent from work as a consequence of an on-the-job-injury shall not be charged against the accumulated sick leave balance.

The Division may reimburse out of pocket expenses incurred by the teacher as a result of an on-the job injury to a maximum of one thousand dollars (\$1000) per school year where that teacher has certain expenses beyond the maximum coverage provided for in the Extended Health Plan or incurs certain expenses related to medical items not covered by the Extended Health Plan and where such expenses are not covered by another Party or Plan.

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

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

- L. The Division 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 Division.
- M. The Division shall indemnify and save harmless the Association from any and all losses, costs, liabilities or expenses suffered or sustained by the Association as a result of any legal action arising from the wage loss replacement benefit from MPI (Article 6.00 C); however, should the Division so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

ARTICLE 6.01 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive and parental 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:
 - 1. For the first two (2) weeks, payment equivalent to 90% percent of her gross salary, and
 - 2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the teacher is eligible to receive and 90% of her gross salary.
- G. A teacher taking parental or adoptive leave shall receive pay for the period of leave up to ten (10) weeks of payment, equivalent to the difference between the payment from HRDC and 90% of his/her salary. The ten weeks includes any waiting period required for employment insurance benefits.
- H. The parties agree to the following application rules, terms and conditions:
 - 1. The maternity leave period which is eligible for payment under this Article is the first seventeen (17) weeks (the two (2) week waiting period and the next immediate fifteen (15) weeks).
 - 2. Where any portion of the seventeen (17) weeks referenced in (1) above falls during the Summer Break, Christmas Break, Spring Break, or any other period when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave top up benefits.

3. A specific application or registration for a Supplemental Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that Section 38 of the Employment Insurance Regulations are met.
4. Teachers must be under contract to the Division during the period when maternity leave top up benefits may be paid by the Division in order to be eligible to receive those payments.
5. The qualifying period of seven teaching months must be seven consecutive teaching months in the employ of the Louis Riel School Division, as per the Manitoba Employment Standards Code. The full seven (7) months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period prior to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave top up benefits only for that portion of the seventeen (17) weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.
6. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four to six weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

ARTICLE 6.02 - 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:

1. 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.
2. 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.

3. 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 6.03 - RELEASE TIME FOR MANITOBA TEACHERS' SOCIETY BUSINESS

- A. A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or of the Executive Committee of the Louis Riel Teachers' Association, or of any special committee of the Society, or being appointed representative or delegate of the Society or of the Association, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which the teacher is a member, or to act as a representative or delegate of the Society or of the Association 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 such purposes on not more than a total of five (5) teaching days in any school year, provided that a substitute satisfactory to the Division can be secured and that the cost of providing said substitute is assumed by the Society and shall not be a charge upon the Division. Maximum days allowed the Association/Society, in combined total shall not exceed .25 x the number of full-time equivalent teachers in the employ of the Division as at September 30th in each school year.
- B. No additional leave of absence beyond five (5) days shall be taken for the purposes mentioned above except with the consent and approval of the Division or the Superintendent.
- C. Within the aggregate cap in (A), there will be a pool of fifteen (15) teacher days which may be allocated by the Association for the purpose outlined in this article. For each day's leave of absence taken pursuant to this sub-paragraph, the Association shall reimburse the Division the costs of the substitute. No member shall be allowed more than eleven (11) days absence in total in any one school year for the purpose outlined herein.
- D. The Association shall, upon giving notice on or before April 30th, be entitled up to two full-time release positions (to a maximum of three (3) persons) as determined by the Association to attend to Association business for the following school year. There shall be no loss of benefits and the Association shall reimburse the Division for each release time teacher's salary, allowance where applicable, benefits and other costs related to each release time teacher's secondment.

On or before April 30th in the year of the secondment each release time teacher shall advise the Superintendent of Schools in writing of the teacher's intention to return at the commencement of the next school year. Failure to do so will relieve the Division of the onus of reemploying that teacher.

A teacher employed by the Division who is elected to a release time position shall at the termination of the teacher's secondment return to the same position the teacher held prior to the leave, or similar.

ARTICLE 6.04 - JURY AND WITNESS DUTY

- A. All teachers under contract shall be granted leave without deduction of salary for court appearances if the employee is:
 - 1. Subpoenaed to be a witness in a court action excepting those actions arising from the employee's personal affairs; or
 - 2. Summoned for jury duty.
- B. The teacher shall remit to the Division any remuneration, less expenses incurred (upon provision of receipt(s)), which the teacher may receive because of an appearance in court as a witness or juror.
- C. A teacher subpoenaed as a witness in a Court of Law must notify his/her Principal/Supervisor as soon as the notice is received.
- D. All information regarding the known times and length of absences should be made known to the teacher's Principal/Supervisor as soon as possible.
- E. The teacher shall make herself or himself available at her or his school when not required at court.

ARTICLE 6.05 - LEAVE OF ABSENCE

- A. Teachers who have been employed for four (4) or more years on their present Form 2 and/or Teacher General contract and who meet the following operational guidelines shall be granted, upon written request, a one (1) year leave of absence without pay. If in the opinion of the Division, the absence of that teacher would adversely affect the quality of education in the Division, the leave may be deferred. Deferrals shall not be for longer than one (1) year except in exceptional circumstances. For purposes of this article, "guaranteed return" means: teachers upon return shall be placed in a position appropriate to their qualifications and as close as possible to the one which they had at the time the leave was granted. The concept of "guaranteed return" does not abrogate any of the provisions of termination of contract or lay-off which apply to teachers.
- B. Operational Guidelines:
 - 1. Applications shall be submitted to the Superintendent of Schools by April 1st if the leave is to commence on September 1st of the same year.
 - 2. The purpose of the leave must be stated by the applicant. Gainful employment during the leave is acceptable.

3. During leaves of more than one (1) year, accumulation of sick leave and other fringe benefits are only available to teachers participating in out-of-the-country or exchange teaching as approved by the Board.
4. Teaching experience gained during such leave shall be recognized on the same basis as other experience gained outside the Division.
5. Teachers whose applications are approved will receive a leave with a “guaranteed return” as defined above.
6. Teachers will sign a memorandum covering the details of their leave and the memorandum will specify that teachers on leave of absence without pay will be deemed to have tendered their resignation if they do not give five (5) months notice in writing of their intention to return and/or do not return by the date specified.
7. A teacher is entitled to no more than three (3) leaves of absence without pay during employment in the Division. Additional leave may be granted at the discretion of the Board. For the purpose of this clause “employment in the Division” shall be deemed to mean that employment with the Louis Riel School Division will commence the beginning of the 2004/2005 school year.
8. The Division reserves the right to limit the number of teachers on leave of absence without pay to three percent (3%) of the number of teachers on staff.
9. A leave may be on a full or part-time basis provided such leave is taken for a full school year.
10. In exceptional circumstances, and when mutually agreed upon by the Division and the teacher, a leave for less than a school year may be granted.

ARTICLE 6.06 - TEMPORARY REDUCTION IN CONTRACT TIME

In exceptional circumstances and depending on staffing configurations that may be approved by the Superintendent of Schools or Designate, the teacher and the Division may mutually agree upon a reduction of teaching time. In those cases, and unless agreement to the contrary, the teacher will return to employment and be re-instated the following school year to the percentage of time being worked prior to the leave being granted.

ARTICLE 6.07 - BEREAVEMENT LEAVE

- A. For bereavement leave, the full salary of the teacher will be paid during the absence as follows:
1. Death of a spouse or common-law spouse or same-gender partner 5 days
 2. Death of a child or grandchild 5 days
 3. Death of an immediate family member living in the household 5 days
 4. Death of a parent or parent-in-law 5 days
 5. Death of a grandparent 2 days
 6. Death of a brother or sister 3 days
 7. Death of a brother-in-law or a sister-in-law 2 days
 8. For other close relatives not listed in 1 – 7 above, the Superintendent of Schools may grant up to one (1) day paid leave of absence. Application for such leave must be made on the Divisional application form provided for this purpose.
- B. Where travel is necessary in attending to a bereavement, the Superintendent of Schools may grant additional time. Application for such an extension should be made to the Superintendent's Office.
- C. For the purpose of this clause:
Where a teacher establishes that he/she has been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for at least twelve (12) months and has publicly represented that person as his or her spouse, that person shall be deemed to the same gender partner, or common-law spouse of the teacher.
- D. Where circumstances warrant and where additional leave may be granted by the Superintendent, then the teacher's salary may, at the discretion of the Superintendent of Schools be reduced by no more than the actual cost of the replacement substitute teacher.

ARTICLE 6.08 - COMPASSIONATE LEAVE

In the event of a serious illness in the immediate family of a teacher as set out in the Bereavement Leave provision (numbers 1 through 7), the full salary of a teacher will be paid during the absence for up to two (2) teaching days.

ARTICLE 6.09 - DEFERRED COMPENSATION PLAN

Teachers are eligible to apply for a deferred compensation plan (also known as the Deferred Salary Leave Plan) as outlined in the terms and conditions of the plan.

ARTICLE 6.10 – DISCRETIONARY LEAVE

Discretionary leave may be granted up to a maximum of two (2) days per school year for a full-time teacher (pro-rated for part-time teachers), to attend to personal business, provided that such leave is not used to extend the December holidays, spring break or summer vacation. Leave may occur in increments of half-days to maximum two (2) days.

Teachers must submit their request for discretionary leave a minimum of five (5) working days before the date of the desired leave to the Superintendent of Schools. The first day of such leave shall be at no cost to the teacher. Irrespective of the need for a substitute, the Division shall deduct the cost of a substitute from the teacher's salary for the second day of this leave.

ARTICLE 6.11 – EARLY NOTICE OF RETIREMENT LEAVE

- A. Upon submission of a written notice of retirement, a teacher on a Form 2 or General Teacher contract may access a leave of absence with salary of one week (five working days). This five day leave may be taken on any schedule mutually agreeable to the prospective retiree and the school administrator.
- B. To be eligible for this benefit, a teacher must submit a written notice of retirement, by February 1st if the retirement occurs effective June 30th of that teaching year; by September 30th if the retirement occurs effective December 31st of that teaching year.
- C. Leaves of absences for early notice of retirement are not dependent on a minimum number of years of service.

ARTICLE 6.12 – RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

“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.

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.

Commencing in September 2007, and thereafter, in any school year (as per the Minister of Education, Citizenship and Youth's definition), a teacher will be entitled to paid leave of absence of one day maximum per school year, provided that:

1. The teacher performs 50 hours of eligible extra-curricular duties during a school year.
2. The date for such leave shall be mutually agreed upon between the principal and the teacher.
3. Teachers must submit their request for leave a minimum of five (5) working days before the date of the desired leave to the Superintendent of Schools.
4. This leave may be used up to December of the following school year excluding one day prior to the winter break.
5. Such leave is not to be used to extend the December holidays, spring break or summer vacation.
6. Accumulated extra-curricular activity hours can not be carried over from one school year to the next.
7. The leave may not be taken in conjunction with any other leave unless authorized by the Superintendent of Schools.
8. A part time teacher shall be entitled to the equivalent time off as a full time teacher. Leave may occur in increments of half days to a maximum of two days for part time teachers.

ARTICLE 7.00 - COMPLAINTS

Should the Division receive a serious complaint, in writing, regarding a teacher, the Division shall communicate, in writing, the complaint received to the teacher concerned. Prior to making any judgment regarding the complaint, the Division shall afford the teacher an opportunity to appear and answer to that complaint, either personally or by representative.

ARTICLE 7.01 - WORK PLACE HARASSMENT

- A. The Division and the Association recognize the right of all individuals within the Division to an environment free from sexual or other harassment and the right to be treated fairly.
- B. Allegations and investigations of harassment shall be dealt with in confidence.

ARTICLE 7.02 - FREEDOM FROM VIOLENCE

- A. The Division and Association recognize the importance of a caring school environment that is orderly, supportive and non-violent.
- B. The working and learning environment should be free from physical or emotional abuse. Physical abuse shall mean acts of violence against a person, the person's family and the person's possessions. Emotional abuse consists of obscene gestures, verbal abuse, threats of physical abuse and harassment. Incidents of abuse will be treated with confidence and dealt with through Divisional Policy.
- C. 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.
- D. Teachers shall not have the right to grieve individual student disciplinary decisions made by the Division.

ARTICLE 8.00 - STAFF REDUCTION

- A. Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of 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, experience and ability for a specific teaching assignment.
- C. **Definitions:**
 - 1. **Training:** Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - 2. **Academic Qualifications:** Refers to the classification in which a teacher is placed by the Administration and Professional Certification section of Manitoba Education, Training and Youth.
 - 3. **Experience:** The practical application of the training over a period of time with respect to the particular subject or subjects.
 - 4. **Length of Teaching Service:** The teacher's length of continuous service with the Division commences the first teaching day after the most recent day of hiring with the Division. Approved leaves of absence up to two years of consecutive leave at any one time shall not constitute a break in continuity of service. Approved leaves of

absence longer than two consecutive years shall result in that individual's retaining but not accruing credit for service. Leaves for compassionate reasons as may be mutually agreed upon by the Association and the Superintendent of Schools and leaves covered by Article 6.07 shall not constitute a break in continuity of service.

(i) The "Length of Service" list shall be provided to the teachers and Association. Any teacher and/or the Association will be permitted thirty-five (35) teaching days to protest any alleged omission or incorrect listing.

5. **Regular Contract:** Means the statutory contract (as may be amended from time to time) Form 2 and/or Teacher General Contract or any other similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.
 6. **Specific Term Contract:** A contract, either verbal or written, whereby a teacher is hired to teach a specific subject or subjects for a specific term during all or any part of a school year.
 7. **School Year:** The period of time from the commencement of a school term on or about the 1st day of September of a particular year to the end of the term in the month of June next following.
 8. **Ability:** Refers to a teacher's ability to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, qualifications and experience.
- D.
1. In the event of an impending lay-off, the Division or its designate 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. The meeting shall be held no later than May 15th in any school year or at such other date as the parties may otherwise mutually agree upon.
 2. The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. Such list shall be posted in each school by March 1st of each school year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until March 15th of that year. In the event of an omission or incorrect listing being brought to the Division's attention after March 15th, the teacher shall have the right to correct the list at the next scheduled posting of the list.
- E. Length of teaching service shall be determined on the basis of the following:
1. The teacher's length of continuous employment with the Division commencing with the first teaching day after one's most recent day of hiring with the Division.

2. Where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total teaching experience in the Division.
 3. Where teachers have the same length of service as in E(2) the length of teaching experience shall be determined on the basis of total recognized teaching experience in Manitoba.
 4. Where teachers have the same length of service as in E(3), the length of teaching service shall be determined on the basis of total recognized teaching experience.
 5. If the length of teaching service, as in E(4) is equal, the teacher to be laid-off shall be determined by the Division.
- F. Notice of any lay-off shall be given to the teachers no later than June 10th. The teacher shall be placed on the recall list until June 30th of the school year in which he/she was laid off. To remain on the recall list beyond such date the teacher shall indicate in writing, by Registered Mail to the Division his/her wish to remain on the recall list. Failure to provide a written indication to the Division by June 30th shall relieve the onus on the Division for that teacher's continued placement on the recall list.
- G. If, after lay-offs have occurred and for a period of one (1) calendar year after the September 30th following the date of lay-off, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications, experience and ability for the position available. Length of service with the Division will be used to determine the order in which laid-off teachers are offered the available positions, provided that the said teachers have the necessary training, qualifications, experience and ability.
- H. Teachers shall keep the Division informed as to their current address.
- I. Teachers shall be recalled by registered letter or letter delivered by hand and must reply by registered letter or may deliver such letter in person to the Superintendent of Schools or Designate within seven (7) days of receiving the Letter of Recall. Failure to reply shall result in the loss of all recall rights. If a teacher refuses a position for which that teacher is qualified, such teacher shall lose all rights to recall.
- J. If a teacher is recalled as provided in G above, the following will not be affected:
1. Accumulated sick leave gained prior to being laid-off, but sick leave shall not be accrued for the period of time of the lay-off;
 2. Seniority gained prior to being laid-off, but seniority shall not be accrued for the period of time of the lay-off.

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

1. The teacher resigns.
2. The teacher becomes employed by another school board except in the case of employment under a Limited Term Teacher-General contract.
3. The teacher fails to return to work after the termination of any leave granted by the Division.
4. The teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off.
5. The teacher's contract is terminated for cause.
6. Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the offered position, shall forfeit all rights of seniority and re-employment.

A teacher who has lost his or her right of recall as a result of the application of this clause shall be notified as soon as possible that his or her teaching contract has been terminated.

L. Notwithstanding any other provision of this Agreement, the foregoing lay-off provisions shall not apply to a teacher continuously employed by the Division under an approved form of agreement for a full school year or less as defined by the Minister by Regulation, or to a teacher employed for a fixed term where during that term the teacher is employed on the express-written understanding that the teacher's employment with the Division will cease at the end of such term; provided however, no teacher shall be laid off who has been employed by the Division under an approved form of agreement for more than one full school year as defined by the Minister by Regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a specific term contract has not been laid off, having regard to the necessary training, academic qualifications, experience and ability required for a specific teaching assignment of such teacher employed under a specific teaching assignment of such teacher employed under a specific term contract (as defined in Section C (6) above) or of a teacher continuously employed by the Division under an approved form of agreement for a full school year or less as defined by the Minister by Regulation.

ARTICLE 9.00 - PERSONAL PROFESSIONAL DEVELOPMENT FUND

- A. A Personal Professional Development Fund administered jointly by the Division and the Association shall exist and the Division's annual contribution shall equal four (4) times the maximum rate of pay of Class VII.
- B. The Personal Professional Development Fund shall be allocated by the Personal Professional Development Fund Committee according to the guidelines of the Professional Development Model.
- C. The Association will contribute one-third (1/3) of a maximum Class VII salary.

ARTICLE 10.00 - MEAL PERIOD

- A. Except in cases of emergency or unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period of fifty-five (55) minutes duration between 11:00 am and 2:00 pm daily. Designated professional staff will be on call during the lunch period to deal with emergencies and unforeseen similar circumstances.
- B. It is understood by both the Board and the Association that teachers may, on an individual and voluntary basis, agree to hold meetings during the lunch break.

ARTICLE 11.00 - EXCEPTIONAL STUDENTS

- A. An exceptional student shall be defined as any child needing special programming and/or a special learning environment because of physical, intellectual, emotional, behavioral or social handicap, or because of giftedness. Teachers who are assigned to teach an exceptional student have the right to relevant information concerning the child's circumstances and needs and, to the extent feasible, consultation prior to the time an exceptional student is placed in the class.
- B. Subject to the Division's available resources, as determined in the discretion of the Division, teachers who are assigned to teach an exceptional student have the right:
 - 1. To request and receive appropriate professional development;
 - 2. To request and receive adequate material and auxiliary resources required for proper integration of an exceptional student into the classroom.

ARTICLE 12.00 - NON-CONTACT TIME

Non-contact time (non-teaching and/or non-supervisory) for full-time classroom teachers shall be at least two hundred and sixteen (216) minutes per cycle, exclusive of recess. A part-time teacher is entitled to a prorated share of non-contact time. This minimum time is subject to variation with the agreement of the teacher or where, due to urgent circumstances which were unforeseen when school timetables were established, the Division is required to provide less non-contact time on a temporary basis.

ARTICLE 13.00 - WORK ENVIRONMENT

The Parties agree that instead of school based Safety and Health Committees, a Divisional Workplace Safety and Health Committee shall exist which shall meet at least quarterly. There shall be two (2) co-chair persons, one of whom shall be the Association President or Designate and the other chosen by the Division, four (4) Association teachers, at least two (2) support staff and two (2) members from the Division Administration. This Committee shall follow the Workplace Health and Safety Act requirements and replaces any local or school committees. Minutes of all meetings shall be recorded and a copy given to each member of the Committee and posted on the staffroom bulletin board.

ARTICLE 14.00 - TRAVEL ALLOWANCE

All teachers under contract who are required to use their private vehicles in order to complete their teaching assignment as assigned by the Division shall receive a travel allowance as provided for in Division policy.

ARTICLE 15.00 - CONSULTATION

- A. An Association/Division Relations Committee shall be appointed consisting of up to three (3) representatives from the Association and up to three (3) representatives from the Division.
- B. The Committee shall meet at a time mutually agreeable, at the request of either party, for the purpose of discussing matters related to the workplace that affect the parties.
- C. The Committee may discuss but shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement.
- D. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Committee and, as well, a copy shall be posted on the bulletin board or otherwise made available for all teachers to see.

ARTICLE 16.00 - DISCIPLINE

No teacher bound by this agreement shall be disciplined except for just cause. 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 20.00, Provision for Settlement of Disputes During Currency of Agreement.
- B. When such a difference is referred to a Board of Arbitration under Article 20.00, 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 Division 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 sub-clause (1), (2), (3) and (4) above.
- C. The written warning(s) shall not include teacher assessment and 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 a teacher with or without pay for just cause.

ARTICLE 17.00 - USE OF TERM CONTRACTS

- A. Except as hereinafter provided, every teacher employed by the Division shall be employed under a written form of contract known as Form 2 and/or Teacher General of Schedule A of the Public Schools Act.
- B. The exception to (A) above shall be those term teachers employed for a term certain of one (1) school year or less. Every such term teacher shall be employed by the Division under a form of contract approved by the Minister known as a Limited Term Teacher-General.
- C. A teacher who has been employed full- or part-time in the Division under a Limited Term Teacher-General contract for two (2) successive entire school years shall, upon employment for the third consecutive year, be signed to a Teacher General (Form 2) contract and shall be entitled retroactively to seniority and sick leave. An "entire school year" means employment for 180 or more school days in the contract year.

ARTICLE 18.00 - TRANSFER OF TEACHERS

- A. The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.
- B. The Division shall consult with teachers who are transferred prior to making a final decision.
- C. In making transfer decisions, the Division shall consider the educational needs of the students, the concerns raised by the teacher, and the administrative needs of the Division prior to making a decision.
- D. When a teacher is transferred to another school, the Division shall make arrangements for that teacher to receive a day to prepare for the new assignment. Such preparation day will be scheduled prior to the transfer occurring.
- E. In the case of any teacher who has been given notice of transfer following May 31st and who wishes to resign before June 30th of that year, the Division agrees to accept the resignation provided it is offered in writing within seven (7) days of the notice of transfer.
- F. The Division will notify the Association President of the names of the Association members and their work locations.

ARTICLE 19.00 – POSTING OF VACANCIES

The Division will place teachers returning from leave, teachers declared surplus within the school, Division or Principal initiated transfers and consider teacher transfer requests; the remaining vacant positions will be posted.

ARTICLE 20.00 - PROVISION FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT

- A. Where a violation of this Agreement is alleged by a Party to or persons bound by the Agreement or on whose behalf it was entered into, or difference between the Parties arises relating to the content, meaning, application or violation of this Agreement, either Party shall, within thirty-five (35) teaching days of the event giving rise to the alleged violation or difference, or within thirty-five (35) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other Party in writing, stating the alleged violation or difference and the solution(s) sought.
- B. Any difference which is not settled to the satisfaction of the Parties within ten (10) teaching days from the date when either Party notifies the other Party in writing of its desire to have the difference negotiated shall, upon further written request of either Party,

be submitted to an arbitration board consisting of three (3) members. Each of the Parties to the dispute shall, within seven (7) days of the date of the written request for the arbitration, appoint an arbitrator and shall notify the other Party of the appointment.

- C. Those two (2) arbitrators within a further period of seven (7) days after their appointment, shall meet and select a chairperson mutually satisfactory to both. Should the arbitrators fail to agree upon a chairperson within the required seven (7) days, either Party may request the Manitoba Labour Board to make the appointment of a chairperson. The costs of the arbitration shall be shared equally by both Parties to this Agreement.
- D. Any dispute arising from the thirty-five (35) days notification period shall be the first item to be resolved by the arbitration board.
- E. Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 21.00 - DISABILITY BENEFITS PLAN

- A. The Division shall deduct from the teachers' salaries, monthly premiums for the Manitoba Teachers' Society Disability Benefits Plan and shall forward the premiums deducted within fifteen (15) days of the deduction having been made to the Manitoba Teachers' Society.
- B. The Division agrees to provide, on request of the Plan, a listing of all teachers who have had premiums deducted and the amount of premiums deducted.
- C. A teacher employed by the Division must enroll in the Plan on the date of first becoming eligible, in accordance with the terms and conditions of the Plan.
- D. The Division agrees to provide the Manitoba Teachers' Society Disability Benefits Plan, on the mutually agreed prescribed form, information regarding teachers who have been in receipt of Employer paid sick leave (or short term disability benefits) for more than ten (10) teaching days.
- E. For this and other benefit plans that require a deduction from source, the onus is on the teacher to ensure such coverage is in place and deductions are being made.

Continuation of the deduction at source is made with the understanding that the Association shall and will 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 a legal action arising from the deductions made pursuant to this Collective Agreement.

ARTICLE 22.00 - GROUP LIFE INSURANCE

- A. The Division will continue to administer The Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

- B. Unless otherwise excluded, the teachers' share of annual premiums shall be deducted in as near equal amounts as possible from each salary cheque for all participants in the plan. One-half (1/2) of the premium for the basic lump sum benefit of two hundred (200 %) percent of annual earnings for eligible teachers shall be paid by the Division and one-half (1/2) shall be paid by the employee.

Eligible teachers who were insured for the survivor income benefit as at March 31st, 2001, will be insured for an additional two hundred (200 %) percent of annual earnings with one-half (1/2) of the premium for this amount being paid by the Division and one-half (1/2) being paid by the teacher. The premium for any other additional option amounts of coverage under the Plan shall be fully paid for by the teacher.

- C. All teachers shall be required to participate in the plan, unless granted exclusion by the Trustees of The Manitoba Public School Employees Group Life Insurance Plan.
- D. Notwithstanding the above, teachers employed by the former St. Vital School Division and continuing to be employed in the Louis Riel School Division and covered by the Group Life Insurance Plan shall continue to receive the death benefit under this plan of one hundred thousand (\$100,000) dollars. The Division shall pay the total cost of this group insurance plan for these teachers until such time as they leave the employ of the Louis Riel School Division.

ARTICLE 23.00 - EXTENDED HEALTH BENEFITS PLAN

- A. The Board shall administer the Manitoba Teachers' Society Extended Health Benefits Plan underwritten by Manitoba Blue Cross in accordance with the terms and conditions of that plan subject to the provisions of the Collateral Agreement between the Parties to the Collective Agreement.
- B. Except as provided in "C" below, all teachers covered by this agreement that are eligible under the terms of the plan shall be required to participate in the plan.
- C. Where a teacher covered by this Agreement provides evidence of coverage for Extended Health Benefits through a spouse, such member shall be eligible to opt out of this plan subject to the terms of the plan. Such option shall be exercised within sixty (60) days of receiving coverage through a spouse by providing written proof of such coverage to the Division in the form of a letter from the non member spouse's employer. When this option is exercised the member shall only be able to opt back into the plan when evidence is produced that spousal coverage has lapsed. The decision to opt back in shall be made within sixty (60) days of the loss of spousal coverage.
- D. 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 administration of the above mentioned benefit plan.

ARTICLE 24.00 - DENTAL INSURANCE

1. Effective **July 1, 2009**, the Division will continue participation in the administration of the MAST/MTS Dental Plan (the “*Dental Plan*”) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule A (the Auxiliary Agreement).
2. All teachers covered by this Collective Agreement that are eligible under the terms of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
3. The cost of the Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
4. The Division agrees that the Division’s monthly contribution to the Dental Plan on behalf of each teacher will be the monthly rate for family coverage (that is, entitlement to coverage for a teacher, his or her spouse, and his or her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year a teacher may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payments to the teacher as follows:
 - a) A teacher with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for a teacher and one dependent only; or
 - b) A teacher with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for a teacher only; or
 - c) A teacher who is entitled to and does so duly elect to opt out of all coverage on the basis that the teacher’s spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 25.00 - COPIES OF THE COLLECTIVE AGREEMENT

It is the responsibility of the Division to provide to each teacher a copy of the collective agreement.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

“SCHEDULE A”
THIS AUXILIARY AGREEMENT made this _____ day of _____, **2009**

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION
(hereinafter referred to as the “*Division*”)

And

**THE LOUIS RIEL TEACHERS’ ASSOCIATION OF
THE MANITOBA TEACHERS’ SOCIETY**
(hereinafter referred to as the “*Association*”)

WHEREAS pursuant to a certain collective agreement dated _____, **2009**, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan;
- The MAST/MTS Dental Plan; and
- The MTS Extended Health Plan.

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

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for each school year as follows:

2009-2010

Experience	<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	33,120	36,572	41,689	48,008	51,241	54,418	57,611
1	34,691	38,227	43,936	50,573	53,887	57,215	60,538
2	36,266	40,248	46,183	53,138	56,532	60,012	63,465
3	37,841	42,289	48,430	55,703	59,177	62,809	66,392
4	39,418	44,367	50,677	58,268	61,822	65,606	69,372
5	40,990	46,450	52,924	60,833	64,791	68,403	72,823
6	42,805	49,491	55,970	63,685	67,932	71,678	76,279
7				66,833	71,082	75,139	79,735
8				69,978	74,220	78,595	83,353
9				73,902	78,098	82,937	87,672

2010-2011 - Effective 1st day of Fall Term 2010

Experience	<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	33,617	37,121	42,314	48,728	52,010	55,234	58,475
1	35,211	38,800	44,595	51,332	54,695	58,073	61,446
2	36,810	40,852	46,876	53,935	57,380	60,912	64,417
3	38,409	42,923	49,156	56,539	60,064	63,751	67,388
4	40,009	45,033	51,437	59,142	62,749	66,590	70,413
5	41,605	47,147	53,718	61,745	65,763	69,429	73,915
6	43,447	50,233	56,810	64,640	68,951	72,753	77,423
7				67,835	72,148	76,266	80,931
8				71,028	75,333	79,774	84,603
9				75,010	79,269	84,181	88,987

2010-2011 – Effective March 1st, 2011

Experience	<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	34,121	37,677	42,949	49,459	52,790	56,063	59,352
1	35,740	39,382	45,264	52,102	55,515	58,944	62,368
2	37,362	41,464	47,579	54,744	58,240	61,826	65,383
3	38,985	43,567	49,894	57,387	60,965	64,707	68,399
4	40,609	45,708	52,209	60,029	63,690	67,589	71,469
5	42,229	47,854	54,524	62,672	66,749	70,470	75,024
6	44,099	50,987	57,662	65,610	69,985	73,844	78,585
7				68,853	73,230	77,410	82,145
8				72,093	76,463	80,971	85,872
9				76,135	80,458	85,444	90,322

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

1. Substitute teachers as identified in Article 4.07 (B) of the Collective Agreement;
2. Part-time teachers as identified in Articles 4.06 of the Collective Agreement;
3. Teachers receiving a Maternity, Adoptive or Parental Leave top-up as identified in Article 6.01 of the Collective Agreement;
4. Term teachers who are contracted to work less than 60 days or teachers who are employed less than 30% of fulltime.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated June _____, 2009

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Manitoba Blue Cross Extended Health Benefit Plan

That the Division and the Association agree to the following with regard to the Extended Health Benefit Plan Group #12.

1. The Board shall administer The Manitoba Teachers' Society Extended Health Benefit Plan Group #12 in accordance with the terms and conditions of the Plan.
2. Except as noted in 3 and 4 below, all employees that are eligible under the terms of the plan shall be required to participate in the plan.
3. Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.
4. An Employee who works less than 0.30 shall not be required to join the plan.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Short Term Disability Insurance

The two parties outlined above are in agreement with the following:

1. The Division will administer a Short Term Disability Insurance Plan in accordance with the terms and conditions of the Manitoba Teachers' Society Master Contract of the said plan.
2. The premiums of the plan will be paid through source deduction by the Louis Riel School Division for all teachers on staff and signed to a Form 2 and/or Teacher General Contract, or Limited Term Teacher General Contract who are eligible to receive sick leave and disability benefits by virtue of the Collective Agreement under Article 6.00, Sick Leave, and Article 21.00, Disability Benefits Plan.
3. 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 action, legal or otherwise, arising from the operation of this Short Term Disability Plan.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Norwood Amalgamation Issues

1) VISION CARE PLAN

The Division will administer under the same terms and conditions, the Vision Health Benefits Plan previously registered to the Norwood School Division No. 8 only for eligible teachers.

The Division agrees to provide the Association with an annual list of the eligible teachers.

2) METHOD OF PAY

For the eligible former Norwood Teachers' Association members, Article 15: Method of Payment of Salary as it appeared in the Collective Agreement between Norwood School Division No. 8 and Norwood Teachers' Association in effect from January 1, 1996 to June 30, 1998 will continue to apply, and will be deemed incorporated into the Collective Agreement to be concluded between Louis Riel School Division and Louis Riel Teachers' Association effective July 1, **2009**.

The said Article 15 of the Norwood Collective Agreement, Method of Payment of Salary, was as follows:

“Commencing in 1990, teachers hired at the beginning of the fall term will be paid for their initial fall term the amount actually earned based on days taught by four approximately equal payments during the months of September through December.

Teachers continuing to be employed after their initial Fall term will, in each calendar year, be paid their annual salary in twelve approximately equal monthly payments, January through December.

Commencing in June, 1990, teachers leaving the Division at the end of the school year will be paid for their final spring term the amount of the salary earned based on the actual days taught during that term.”

The parties agree that this letter of understanding will not prevent or stop either party from amending through negotiations, mediation or arbitration Article 5.00, Method of Payment,

of the current collective agreement between the Louis Riel Teachers' Association and the Louis Riel School Division as said Article 5.00 applies to all teachers except those teachers terminating employment with the Division or taking a leave of absence without pay and identified as "Norwood Teachers" by this Letter of Understanding,

The Division agrees to provide the Association with an annual list of the eligible teachers.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Length of Teaching Service for Clinical Services Unit Clinicians

The Parties to this Memorandum agree that the Length of Teaching Service for those employees who were previously employed by The Winnipeg School Division, Child Guidance Clinic, and who chose to be employed by The Louis Riel School Division effective July 1st, 2007, will be based upon the length of continuous service as defined in the Collective Agreement and commences the first teaching day after the most recent day of hiring with Winnipeg School Division. After this date, the length of teaching service will be accrued based upon the terms and conditions of the Louis Riel Collective Agreement.

This Memorandum of Agreement pertains solely to Article 8 – Staff Reduction and the employees mentioned above, and does not in any manner alter or amend any other portion of the Collective Agreement.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Sick Leave Accumulation for Clinical Services Unit Clinicians

The Parties to this Memorandum agree that those employees who were previously employed by The Winnipeg School Division, Child Guidance Clinic, and who chose to be employed by The Louis Riel School Division effective July 1st, 2007, shall be credited with the sick leave accumulation they had at The Winnipeg School Division, effective June 30th, 2007.

It is further agreed that if any individual employee, mentioned above, had accumulated sick leave greater than the maximum stated in the collective agreement Article 6 (E) between The Louis Riel School Division and The Louis Riel Teachers' Association, they shall be entitled to those excess days and shall not be affected by the maximum accumulation in the collective agreement until either the usage of sick days drops their accumulation below the maximum or the maximum in the collective agreement exceeds their accumulation.

This Memorandum of Agreement pertains solely to Article 6 (E) – Sick Leave and the employees mentioned above and does not in any manner alter or amend any other portion of the Collective Agreement.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

**Re: Length of Teaching Service for former Norwood School Division No. 8 and
St. Boniface School Division No. 4 Child Guidance Clinic Clinicians**

The Parties to this Memorandum agree that the Length of Teaching Service for those employees formerly employed by Winnipeg School Division (Child Guidance Clinic) and providing service to the former Norwood School Division No. 8 and the former St. Boniface School Division No. 4, prior to July 1, 1993, shall for the purpose of Article 8 – Staff Reduction be deemed to have a start date of employment as the same date as the beginning of their continuous employment with the Child Guidance Clinic in the Winnipeg School Division. The Division agrees to provide the Association with an annual list of the eligible employees.

After **January 24, 2007**, the length of teaching service will be accrued according to the terms and conditions of the Collective Agreement between the Division and the Association.

This Memorandum of Agreement pertains solely to Article 8 – Staff Reduction and the employees mentioned above, and does not in any manner alter or amend any other portion of the Collective Agreement.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Notice of Vacant Teaching Positions

The Parties to this Memorandum have agreed, subsequent to discussion, with the following provisions as they relate to notice of vacant teaching positions and applicable immediately:

1. Whereas and notwithstanding Policy GCKA – Reassignment/Transfer of Teachers, Section III, Procedures (G) (3), the Division will post **vacant** teaching positions of 0.001 to 0.200 FTE internally within the school in which the vacancy exists for four (4) teaching days.
2. The fourth day of the posting will be considered as its closing date.
3. The Human Resources Department or the school administrator will forward the internal posting by email to the Superintendent of Schools & CEO or designate and to the President of the Louis Riel Teachers' Association.
4. If the position remains vacant following the process as stated in (1) above, the Division shall post the vacant position in accordance with Policy GCKA – Reassignment/Transfer of Teachers, Section III, Procedures (G) (3).
5. On occasion, the Division may post the internal and the external posting simultaneously.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

MEMORANDUM OF AGREEMENT

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

And

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Re: Principal of René Deleurme Centre

The Parties to this Memorandum have agreed, subsequent to negotiations, to the following provisions as it relates to the position of Principal of René Deleurme Centre.

Principal of René Deleurme Centre:

- A. A Teacher appointed by the Division to the position of Principal of René Deleurme Centre shall receive an allowance in addition to his/her rate of pay.
- B. The allowance for the position of Principal of René Deleurme Centre shall be the same as the allowance paid to a Principal of a "B" school as provided for in Article 4.02(h) of the Collective Agreement.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this _____ day of _____, **2009**

Signed and agreed on behalf of the Division:

Chairperson

Secretary-Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

THIS COLLATERAL DENTAL PLAN AGREEMENT made this _____ day of _____, 2009

BETWEEN:

THE LOUIS RIEL SCHOOL DIVISION

(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE LOUIS RIEL TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY**

(hereinafter referred to as the "*Association*")

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated _____, made between the Division and the Association, the Division has agreed to participate in the administration of the MAST/MTS Dental Plan (the "*Dental Plan*") for all of the eligible employees (the "*Employees*") as described by the Trust Committee for the MAST/MTS Dental Plan (the "*Committee*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Dental Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba Association of School Trustees, the Manitoba Teachers' Society and the Committee, the Committee is responsible for the formulation, implementation and operation of the Dental Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Dental Plan shall be as formulated by the Committee.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Dental Plan stipulated by the Committee and/or by the insurer appointed by the Committee to administer the Dental Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for **July 1, 2009** the Division shall pay monthly **\$102.75** on behalf of each Employee in respect of the Dental Plan, said **\$102.75** being the monthly rate for family coverage. Such payments shall be made to the Committee or to such party as the Trustees shall designate in writing.

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Dental Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee's spouse having a dental plan, as the case may be, the Division shall pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.
 - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
- 5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
 - 6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
 - 7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

Louis Riel School Division
900 St. Mary's Road
Winnipeg, MB R2M 3R3

To the Association:

Louis Riel Teachers' Association
c/o École Varennes
22 Varennes Avenue
Winnipeg, MB R2M 0M1

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

THE LOUIS RIEL SCHOOL DIVISION

Chairperson

Secretary - Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.

President

Collective Bargaining Chairperson

DENTAL PLAN DEFICIT FUNDING AGREEMENT made the _____ day of _____, 2009

BETWEEN:

THE BOARD OF TRUSTEES OF THE MAST/MTS DENTAL PLAN

(hereinafter referred to as the "*Board*")

OF THE FIRST PART,

- and -

THE LOUIS RIEL SCHOOL DIVISION

(hereinafter referred to as the "*Division*")

OF THE SECOND PART,

- and -

**THE LOUIS RIEL TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

(hereinafter referred to as the "*Association*")

OF THE THIRD PART.

WHEREAS the Division has hitherto been or has now agreed to become a participant in the MAST/MTS Dental plan (the "*Dental Plan*") in respect of its eligible employees, as the case may be;

AND, WHEREAS pursuant to a certain agreement made between the Manitoba Association of School Trustees and the Manitoba Teachers' Society dated the 19th day of October 1984, the Board is responsible for the management and operation of the Dental Plan;

AND WHEREAS the parties desire to provide for certain matters in the event of the withdrawal of the Division from participation in the Dental Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the right of the Division to continue to participate in the Dental Plan and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration exchanged between the parties (the receipt and sufficiency whereof is acknowledged by each party), the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The Division may terminate its participation in the Dental Plan effective the first day of September of a particular calendar year (the "*Termination Date*") provided that not less than 12 months written notice of such termination is given by the Division to the Board.
3. If at the Termination Date there is a deficit in the Dental Plan attributable to the Division as determined by the plan insurer based on the financial statements prepared by it for the Dental Plan, then
 - a) the Division agrees that it will fund such deficit together with interest on the outstanding balance of the deficit (such interest factor to be determined by the plan insurer) over the 12 month period following the Termination Date unless some other period of funding is agreed to by the parties, and provided that the said 12 month period shall be extended as necessary to ensure that in no event shall the Division be obligated to fund an amount in the said 12 month

period greater than the amount of premiums paid by it into the Dental Plan in the 12 month period preceding the Termination Date; and

- b) the funding by the Division will be made in approximately equal monthly installments with a final reconciliation to be made at the conclusion of the funding period.
- 4. The Association agrees that such arrangements as exist between the Division and the Association concerning participation in the Dental Plan prior to the Termination Date shall continue in effect until the Division has been able to satisfy the obligation to fund such deficit in accordance with paragraph 3 hereof.
- 5. The Board agrees that it will take all reasonable steps to have each Division and Association which participates in the Dental Plan enter into a similar agreement to this one.
- 6. This Agreement shall be governed by the laws of the Province of Manitoba.
- 7. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written.

**THE BOARD OF TRUSTEES OF THE MAST/MTS
DENTAL PLAN by**

Chairperson

Secretary-Treasurer

THE LOUIS RIEL SCHOOL DIVISION by

Chairperson

Secretary-Treasurer

THE LOUIS RIEL TEACHERS' ASSOCIATION by

President

Collective Bargaining Chairperson