

COLLECTIVE AGREEMENT

between



and



TERM OF AGREEMENT:
July 1, 2022 to June 30, 2026

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ARTICLE 1 – GENERAL ITEMS

1.01 PURPOSE

1. The purpose of this Collective Agreement is to describe the working conditions, pay, benefits, and other matters negotiated and agreed to by the Parties.
2. It is understood that Articles contained within this Collective Agreement may change over time through the process of negotiation and agreement between the Parties.
3. This agreement is made pursuant to provisions of The Manitoba Public Schools Act, The Labour Relations Act, The Education Administration Act, The Manitoba Teachers' Society Act, the Manitoba Human Rights Code, The Workplace Safety and Health Act, and regulations thereto and any other relevant legislation.
4. This Collective Agreement replaces any and all previous local Collective Agreements entered into by School Divisions and their Teacher Associations.

1.02 SCOPE

All Teachers under contract with a School Division come under the scope of this agreement.

1.03 EFFECTIVE PERIOD

1. This Agreement shall come into effect as from the first (1st) day of July 2022 and shall remain in force until the thirtieth (30th) day of June 2026. Thereafter it shall automatically renew itself annually unless either party gives the other written notice of a desire to terminate or amend the Agreement.
2. This notice shall be given not more than ninety (90) days before the expiry of the Collective Agreement and not less than thirty (30) days before the expiry of this Collective Agreement.

1.04 COLLECTIVE AGREEMENT

School Divisions shall make available a digital copy of the Collective Agreement for all Teachers to access.

1.05 NEGOTIATIONS, AMENDMENTS, AND INTERPRETATIONS

1. The Employer Representative and the Society are the only agents to enter into any negotiation or agreement pertaining to this Collective Agreement, including any agreed-to supplemental negotiating tables or sub-committees of the provincial bargaining table, or any other agreed to negotiations during the term of the Collective Agreement.
2. The Employer Representative and the Society are the only agents involved in any letters and/or memorandums of understanding that may involve a single School Division or a group of School Divisions and related Association(s). This includes memorandums of settlement pertaining to resolution of grievances under this Collective Agreement, unless otherwise delegated to a School Division by the Employer Representative and delegated to an Association by the Society.
3. The Collective Agreement may be amended by the mutual consent of the Parties to the Agreement. Such amendments shall go into effect on a day mutually agreed upon.
4. At the request of either of the Employer Representative or the Society, any question of interpretation or application of the provisions of this Agreement may be referred to a meeting which shall consist of two (2) representatives from the Employer Representative or appointed by

the Employer Representative, and two (2) representatives from the Society or appointed by the Society. Both Parties may have additional persons in attendance upon notification to the other party and agreement by the other party.

5. Where interpretations have been established, the Parties shall maintain a common interpretation document for future application of Collective Agreement Articles and clauses.
6. Where the Parties are unable to reach an agreement on the interpretation *Article 5.13 - Grievance Process* shall apply.

1.06 DEFINITIONS

Association: Refers to a local Association of The Manitoba Teachers' Society.

Department: The Provincial Government department responsible for all matters pertaining to the legislation and regulations of education.

Employers Organization: The Employers Organization is made up of School Divisions as defined in this Collective Agreement.

Employer Representative: For the purposes of this Collective Agreement, the Employer Representative shall be the Manitoba School Boards Association. The Employer Representative acts on behalf of the Employers Organization for collective bargaining as outlined in The Public Schools Act.

Full Time Equivalents (FTE): FTE is the percentage that a Teacher works in a position. A full time Teacher works 1.0 FTE. A Teacher that works in multiple assignments will have percentages of FTEs for each assignment.

Parties: The Parties to this Collective Agreement are The Manitoba Teachers' Society and the Employers Organization.

Per Diem: In this agreement, per diem refers to the fraction of one (1) School Day relative to the total number of School Days as prescribed by the Minister in any given School Year.

School Board: The School Board is the Board of Trustees and is the employing authority for the School Division whose powers are outlined in legislation.

School Day: A day during which there is school as determined by the Minister of Education.

School Division: Where the term School Division is used in the Collective Agreement it shall mean both the School Board and School Division administration and includes any districts or institutes as defined in the Public Schools Act.

School Year: The School Year is defined as the number of School Days in a School Year as determined by the Minister of Education.

Society: Refers to The Manitoba Teachers' Society.

Teacher: A Teacher means a person who holds a valid teaching certificate, a limited teaching permit, or a school clinician's certificate under Manitoba Education or who is authorized by the Minister of Education to teach in a school and who has a contract with a School Division.

The Manitoba Institute of Trades & Technology (MITT): Teachers working at the MITT High School and MITT Adult Learning Centres are covered by this Collective Agreement (See MITT Addendum).

1.07 OBLIGATION TO ACT FAIRLY

In administering this agreement, the School Division shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

1.08 DIVISION'S POLICIES AND RELATED DOCUMENTS

Each School Division shall make all relevant policies, procedures, and employee forms available to their Teachers, including Association presidents. A Teacher's representative may also access the forms as listed above upon request.

ARTICLE 2 – QUALIFICATIONS AND EXPERIENCE

2.01 EDUCATIONAL QUALIFICATIONS AND EXPERIENCE

Except as otherwise provided in this Agreement, for the purpose of the salary schedule, Teachers shall be classified according to qualifications and experience as recognized by the Department.

2.02 INCREASED QUALIFICATIONS

1. Any Teacher who improved their academic or professional qualifications and thereby reaches a higher salary classification shall be paid according to such improved qualifications as provided for in this Agreement.
2. The onus is on the Teacher to give notice to the School Division as soon as possible after such credit has been obtained. In giving notice, the Teacher must offer documentary evidence that the increased qualifications have been registered with, and accepted by the Department. When such evidence has been submitted to the School Division, the salary change shall become effective the first (1st) day of the month following the date in which evidence is filed with the School Division.

2.03 VOCATIONAL – INDUSTRIAL ARTS TEACHERS

1. Vocational Experience: Related work experience to be calculated from the time the Teacher received their journey person's license or equivalent.
2. Effective July 1, 2024, the following provisions apply to new first time Vocational Teachers employed with a School Division in Manitoba. All other existing Vocational Teachers shall remain in the classification and step and progress as per the provisions of *Article 2.07 Increments* and *Article 3.01 Salary Schedule*.
3. Regardless of classification by the Department, Vocational Teachers who do not yet have their Technical Vocational Teaching Certificate shall be paid at Class 4.
4. Vocational Teachers shall be provided steps within this classification at one (1) increment for every one (1) year of practical experience so achieved in the particular field of expertise to a maximum of the last step of that classification.
5. It is incumbent on the Teacher to provide evidence to the School Division's satisfaction of related work experience. Where possible, this experience must be vetted from a reliable source or certifying organization.
6. Uncertified Vocational Teachers are required to register in educational courses to obtain their teaching certification. The School Division shall provide a letter to this effect outlining the time period in which the Teacher is to achieve their certification.
7. Should a Teacher not meet the timelines, or fails to enroll in required courses, the School Division will deem this as a violation of the employment conditions and the Teacher may be terminated with just cause.
8. When a Vocational Teacher achieves their certification, they shall move into a higher classification (as per *Article 2.02 Increased Qualifications*). The Teacher, in their new classification will move to the pay step that is closest to their current annual salary without going down in annual salary.

2.04 IRREGULAR QUALIFICATIONS

If during the term of this Agreement, the salary of a Teacher, whose qualifications and experience do not permit them to be paid according to the classification in this schedule, the following provisions shall apply:

1. The School Division shall notify the Association of the irregular qualifications and the proposed rate(s) of pay or steps within a classification which will be applicable, and
2. The Employer Representative, along with a representative of the School Division and the Association and the Society shall meet as soon as possible to negotiate the applicable rate(s) of pay or steps within a classification to be incorporated in the Agreement, and
3. The Parties will attempt to reach agreement before any appointment is made hereunder, but if the School Division believes in its discretion that there is an urgent need to make an appointment before negotiations are concluded, the School Division may do so on the terms which it has proposed, and
4. In the event that the representatives of the Parties are unable to reach agreement, the School Division will establish the rate(s) of pay, and the matter will then be dealt with through the *Article 5.13 Grievance Process*.
5. In any case, salary, allowances and any other terms as agreed by the Parties or established by an arbitration board hereunder shall be effective from the date of the appointment(s).

2.05 LETTER OF AUTHORITY AND PERMIT

Teaching experience gained while teaching on a Limited Teaching Permit, or Letter of Authority shall be recognized at the rate of one (1) increment for each year of such experience.

2.06 SALARY CONFIRMATION

1. Where possible, Teachers will be provided digital information indicating their classification and placement on the classification scale. This may be done via a website portal or via digital payroll statement or by another form of digital communication.
2. For School Divisions who do not provide digital updates to Teachers, 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 3.01 Salary Schedule* of the Agreement, effective at the commencement of that School Year.
3. Teachers hired after September 30th will receive the above notice within thirty (30) teaching days after commencement of teaching duties.
4. The onus is on a Teacher to verify that their classification and step is correct. In the event that there is a potential error, a Teacher will communicate in writing an error with their classification and/or pay step on their pay statement to the School Division. Upon review and confirmation by the School Division of an error by the School Division, a retroactive adjustment will be done.

2.07 INCREMENTS

1. Full Time Teachers:

Following a Teacher's placement on the Salary Schedule in accordance with *Article 3.01 Salary Schedule*, a Teacher shall advance to the next higher increment step on the Salary Schedule upon

completion of the equivalent of ten (10) months of full-time teaching service, as recognized by the Department, until the maximum increment step is reached in that Teacher's classification. The increment shall become effective on the first (1st) day of the month following the month in which the accumulation of ten (10) months occurs.

2. Part Time Teachers:

The teaching service of a part time Teacher shall be accumulated in the proportion of actual percentage of time employed in each School Year.

Following a part time Teacher's placement on the Salary Schedule in accordance with *Article 3.01 Salary Schedule*, whenever a part time Teacher's accumulated service equals the equivalent of ten (10) months of full time teaching service or more, as recognized by the Department, a part time Teacher shall advance to the next higher increment step on the Salary Schedule until the maximum increment step is reached in that Teacher's classification. The increment shall become effective on the first (1st) day of the month following the month in which the accumulation of ten (10) months occurs.

ARTICLE 3 – SALARY, ALLOWANCES AND DEDUCTIONS

3.01 SALARY SCHEDULE

Each School Division shall maintain their current salary schedules that were in effect on June 30, 2022 for the duration of this Collective Agreement with the following general percentage increases applied. The salary schedules are contained in Appendix #1 of this Collective Agreement.

2022/2023 2.5%
2023/2024 2.75%
2024/2025 3.0%
2025/2026 3.0% with a Teacher retention adjustment of 1% on Feb.1, 2026.

Effective on the last day of the Collective Agreement and to be implemented on the first day of the of the September 2026/2027 school year, all teachers will fall under the following harmonized salary scale:

Harmonized Grid – July 2026 (2026/27)							
Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	54,276	60,438	67,500	70,379	75,121	79,774	84,414
1	55,434	62,054	69,523	74,003	78,899	83,761	88,621
2	56,592	63,671	71,547	77,626	82,677	87,749	92,827
3	57,750	65,287	73,570	81,250	86,454	91,737	97,034
4	58,908	66,904	75,593	84,873	90,232	95,724	101,241
5	60,066	68,520	77,616	88,497	94,010	99,712	105,448
6	61,223	70,137	79,640	92,121	97,788	103,700	109,654
7	62,381	71,753	81,663	95,744	101,566	107,687	113,861
8				99,368	105,344	111,675	118,068
9				102,991	109,122	115,663	122,274
10				106,615	112,900	119,650	126,481

In 2026-2027, when the harmonized grid takes effect, Northern units (Frontier, Flin Flon, and Kelsey) will receive an additional three thousand dollars (\$3000) northern allowance – Thompson/Mystery Lake will maintain salaries in an addendum.

3.02 PART-TIME TEACHERS

1. Teachers employed under contract on a part-time basis shall be paid at a prorated rate based on their FTE.
2. Part-time Teachers shall participate in school activities that occur during the regular School Day when required by the Division, unless there are extenuating circumstances that prevent the Teacher from participating. When the Division makes such requirement, the part-time Teacher shall receive a pro-rata share of their Per Diem for the time spent participating in the activities during the regular School Day which is over and above the Teacher's regular scheduled teaching time.
3. By mutual agreement between the Teacher and the School Division, time in lieu of compensation may be given.

4. Part-time Teachers will receive a pro-rated portion of all benefits and leaves for all Articles of the Collective Agreement unless another provision is outlined in a given Article of this Collective Agreement.

If a Teacher has a portion of their duties that is eligible for an allowance, the allowance will be pro-rated based on the FTE percentage of time performing that function unless another provision is outlined in a given article of this Collective Agreement.

5. Part-time Teachers joining a School Division after the start of the School Year will be entitled to a pro-rated share of their annual benefit entitlement. For pro-rated leaves, the School Division shall divide the benefit by the number of School Days in a School Year and calculate what percentage the Teacher would be entitled to based on their FTE and round up to the nearest half (1/2) day.
6. When a Teacher's FTE changes, their leave accumulation (leaves that are carried over from one (1) School Year to another) shall also change to reflect the change in FTE. The School Division shall consider a "day is a day" meaning that the leave entitlement carried over also changes by either increasing or decreasing. In other words, a Teacher who switches from a 1.0 FTE to a 0.5 FTE shall retain the number of leave days accumulated but the day's value changes.

3.03 CONSULTANTS, COORDINATORS AND OTHER DIVISIONAL POSITIONS

Appendix #2 attached to the Collective Agreement outlines the above or similar positions within School Divisions and the current salaries (plus GPI).

3.04 PROGRAM LEADERS AND DEPARTMENT HEADS

Appendix #3 attached to the Collective Agreement outlines the above or similar positions within School Divisions and the current salaries (plus GPI).

3.05 INDIGENOUS LANGUAGE ALLOWANCE

1. In the spirit of Truth and Reconciliation, where a School Division undertakes student Indigenous language programming to teach students Indigenous languages, Teachers who teach and meet the following criteria will receive an allowance per School Year.

2. Where a Teacher demonstrates an acceptable level of fluency in an Indigenous language and meets the following criteria:

- a) Teaches the language at least twelve percent (12%) of the time; or
- b) Uses the language for interpreting and assisting the Principal in the school or for communicating with students and parents;

The Teacher shall be paid an allowance per annum:

Fall 2022 2.5%	Fall 2023 +2.75%	Fall 2024 +3%	Fall 2025 +3%	Feb 1/26 1%
\$513	\$527	\$545	\$561	\$567

3.06 MOVING ALLOWANCE

Teachers who work in a School Division outside of the City of Winnipeg, who must relocate their residence within a School Division due to a School Division-initiated transfer, and whose relocation exceeds 50 kilometers, shall be reimbursed by the School Division moving expenses to a maximum of one thousand dollars (\$1,000) upon presenting receipts to the School Division.

3.07 METHOD OF PAYMENT

Effective no later than the start of the 2025-2026 School Year:

1. Teachers shall normally be paid one-twenty-fourth (1/24) of their annualized salary rate on or before the fifteenth (15th) day of each month and on or before the last business day of each month, September to August inclusive in which services were provided from the first (1st) teaching day of a semi-monthly pay period.
2. In the case of a Teacher commencing employment on a teaching day other than the first (1st) teaching day of the pay period, the Teacher shall be paid, for that pay period, the proportion of the number of days worked to the total number of teaching days in the pay period multiplied by one-twenty fourth (1/24) of the Teacher's annualized salary rate.
3. Where a Teacher leaves the employ of the School Division during the course of the School Year, the final salary payment shall be so adjusted that the Teacher shall receive, for the part of the year worked, such fraction of the salary for the whole year as the number of days worked is of the number of School Days in the current School Year.
4. Teachers who are on a Limited Term Contract will have accrued salary paid out as follows:
 - a) On the last pay period of when their contract expired, or
 - b) If the Teacher works until the end of the School Year, as of the last business day of June.
5. School Divisions operating on a twenty-six (26) pay period system as of July 1, 2022, are able to maintain that system.
6. Direct Deposit of Salaries: Salary payments shall be made via electronic direct deposit into a single account as designated by the Teacher.

3.08 DEDUCTION OF PROFESSIONAL FEES

1. Society dues for a School Year will be deducted from every participating Teacher. These deductions will be made in equal installments as per the method of pay outlined in *Article 3.07 Method of Payment*, according to the scale of dues established by the Society, starting with the first (1st) September pay period. Society dues will be forwarded to the Society, normally not later than the twentieth (20th) day of the following calendar month.
2. Association dues will be deducted from every Teacher. These deductions will be made in equal installments as per the method of pay outlined in *Article 3.07 Method of Payment*, in accordance with the current rate of dues set by the Association. The dues will be remitted to the Association not later than the twentieth (20th) day of the calendar month following the month of collection.

3. For new Teachers starting during the School Year, a pro-rated deduction of Union dues as set out in *Article 3.08* shall become effective from the start of the first (1st) pay period immediately following the commencement of employment.
4. The Association/Society shall notify the School Division in writing by the end of June of any changes in the annual dues of the Association/Society. Any such change shall be effective the following September.
5. The Association/Society shall indemnify and save harmless the School Division from any and all losses, costs, liabilities, or expenses suffered or sustained by the School Division as a result of legal action arising from the deduction of Association/Society dues provided, however, that should the Association/Society so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

3.09 INTEREST ON RETRO PAY

1. The School Division shall pay to Teachers interest on any retroactive payment owed to the Teachers. The interest shall be calculated from the date on which the monies would have been due to the actual date of payment. The interest shall be calculated on the gross amount of any retroactive pay due, less the amount of any statutory deductions including Canada Pension, Employment Insurance, and Income Tax, and less other payroll/benefit deductions with respect to that pay.
2. Interest shall be computed at the average interest of the School Division's savings account at its financial institution during the twelve (12) month period preceding the calculation date or at seven percent (7%), whichever is the lesser rate.

3.10 NORTHERN TRAVEL ALLOWANCE – PORTION OF ANNUAL SALARY DESIGNATED

The Society, the School Division, and Canada Revenue Agency recognize the additional cost of travel associated with living in the North. As such, a portion of the annual salary has been identified as northern travel allowance in the Collective Bargaining Agreement as follows:

Flin Flon School Division	\$3,000
Kelsey School Division	\$4,000
School District of Mystery Lake	\$4,000

The Teachers' Association's of the Society of the above listed School Divisions agree to and do hereby indemnify and save the School Division harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the School Division administering a portion of the Teacher's salary as Northern Allowance and reporting the same for tax purposes to Revenue Canada.

ARTICLE 4 – PRINCIPALS AND VICE PRINCIPALS

4.01 PRINCIPAL ALLOWANCE

Each School Division shall maintain their current administrative allowance structure, including allowance rates that were in effect on June 30, 2022, for the duration of this Collective Agreement. These administrative allowance formulas are contained in Appendix #4 of this Collective Agreement.

4.02 VICE PRINCIPAL ALLOWANCE

Each School Division shall maintain their current administrative allowance structure, including allowance rates that were in effect on June 30, 2022, for the duration of this Collective Agreement. These administrative allowance formulas are contained in Appendix #4 of this Collective Agreement.

4.03 SUBSTITUTE PRINCIPAL

Appendix #5 attached to the Collective Agreement outlines the above or similar positions within School Divisions and the current salaries (plus GPI).

4.04 PRINCIPAL TIME

1. Each school shall have a principal who is on-site and shall be assigned a minimum of 0.2 FTE in which they are relieved of classroom teaching duties.
2. The exception to having a principal at each school site may be colony schools (for School Divisions that have a principal of a group of colony schools) and Adult Learning Centres.

4.05 PROTECTION OF VICE PRINCIPAL ALLOWANCE – DISCONTINUED POSITION

If the School Division decides to discontinue the position of Vice Principal in a school for the following School Year, the Vice Principal will have their allowance maintained for a period of one (1) year.

ARTICLE 5 - RIGHTS

5.01 HARASSMENT

1. The School Division and the Association recognize the right of all individuals within the School Division to an environment free from harassment.
2. In compliance with The Workplace Safety and Health Act, School Divisions shall have a harassment policy in place which defines harassment and provides processes for investigation of harassment complaints.
3. Allegations and investigations of harassment shall be dealt with in confidence, in a manner consistent with the School Division's harassment policy.

5.02 FREEDOM FROM VIOLENCE

1. All Teachers are entitled to a working environment free from violence as defined in the Workplace Safety and Health Act.
2. This Article is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management right with respect to the student disciplinary process.
3. A Teacher shall not have the right to grieve individual student disciplinary decisions made by school administration.

5.03 NON-EMERGENT MEDICAL PROCEDURES

Teachers shall not be required to administer medications or medical procedures of a non-emergency nature. In the unexpected absence of other school staff to administer medication, Principals and Vice Principals may be required to administer medication, if they have received authorization from a student's legal guardian, and have completed training in administration of medication where required.

5.04 INCLEMENT WEATHER

1. Each School Division will have an Inclement Weather Procedure that outlines divisional work expectations for Teachers during inclement weather.
2. Where a School Division closes a school(s) due to inclement weather, a Teacher shall not be required to report to the worksite and not suffer a reduction in salary.

5.05 EVALUATION

Every School Division will have a procedure on Teacher evaluation. The procedure will include a provision whereby a Teacher can request an additional evaluation outside of the regularly scheduled evaluation time period.

5.06 ACCESS AGREEMENT

MTS and Association representative(s) will be permitted to visit the workplace of any Teacher for the purpose of communicating with said Teacher during times which do not interfere with the Teacher's assigned duties and minimizes interference with the operation of the school. MTS or Association representative(s) shall sign in at the main office in the school, indicate they are on Society or Association business, indicate where they will be in the school to office staff, and sign out on departure. Reasonable notice of such business shall be provided.

5.07 RIGHT TO REPRESENTATION

1. When a Teacher is the subject of a formal investigation or where the Teacher is directed by the School Division to attend an investigation or disciplinary meeting, the Teacher shall have the right to MTS representation.
2. For the purposes of this Article, the Parties agree that initial discovery questions with a Teacher about an alleged incident does not constitute a formal investigation.

5.08 CHANGE OF GRADE OR SUBJECT AREA ASSIGNMENT WITHIN A SCHOOL

When a Teacher is notified that their grade or specialized subject area assignment is changing for the upcoming School Year, a Teacher may request a meeting with their Principal to discuss the change.

5.09 DIVISION INITIATED TRANSFERS

1. The Association recognizes the right of the School Division to transfer Teachers employed by the School Division from their current school(s) to another school(s) under the jurisdiction of the School Division.
2. The School Division shall exercise its discretion to transfer in a manner that is fair and reasonable. The School Division shall consult with Teachers who are being involuntarily transferred prior to making a final decision.
3. In making transfer decisions the School Division shall consider the educational needs of the students, the administrative/operational needs of the School Division, and considerations raised by the Teacher prior to making a decision
4. The Parties agree that the protocol set out below will be followed by the School Division in exercising its right to transfer Teachers in accordance with the Collective Agreement:
 - a) The School Division or designate will convene a consultation meeting with a Teacher who is being involuntarily transferred.
 - b) The consultation shall take place with the Teacher before the transfer decision is finalized.
 - c) If the Teacher requests representation at the consultation meeting, a representative from the Association or the Society will be allowed to attend.
 - d) A Teacher shall make themselves available to a consultation meeting even if they are on a leave. Where the Teacher is unable to attend the meeting, a representative from the Association or the Society may attend on their behalf.
 - e) The School Division will take into account considerations raised by the Teacher prior to making a final decision. Should a Teacher have concerns about a transfer, they shall provide them to the School Division in writing within a reasonable time frame as set by the School Division. The School Division's final decision for transfer shall be made in writing to the affected Teacher.

f) This protocol will be followed by the School Division in the ordinary course. In the event that exceptional circumstances exist that prevent the School Division from following any of the above, the School Division will notify the Association.

g) In exceptional cases, the School Division may transfer a Teacher for emergent personnel issues after discussion with the Association and the Teacher.

5. In the case of any Teacher who has been given notice of transfer following May 31st and wishes to resign before June 30th of that year, the School Division agrees to accept the resignation provided it is offered in writing within seven (7) School Days of the notice of transfer.

6. A copy of all written transfer notices shall be sent to the President of the Association.

5.10 TEACHER INITIATED TRANSFER

A Teacher desiring a transfer shall make application for a transfer on or before a date as determined by the School Division of the School Year prior to the School Year for which the transfer is to be effective. The School Division shall approve or deny the transfer at its discretion. A Teacher initiated transfer does not restrict a Teacher's ability to apply for other positions in the School Division.

5.11 COMPLAINTS

Where a complaint is made to a School Division (including to a Principal, Vice Principal, Superintendent, or School Trustee) by a member of the school community (i.e. by a parent or student) regarding the conduct, work, decisions of a Teacher, or the competency or character of the Teacher, and the nature of the complaint is such that it does not reasonably fall under *Article 5.12 Discipline*, the following process shall apply:

1. The Parties agree that such a complaint is best dealt with in the first (1st) instance through discussion between the complainant and the Teacher. The recipient of the complaint shall advise the complainant to first raise the complaint directly with the Teacher.

The Teacher shall be immediately advised of the complaint and shall be provided with information about the complaint.

2. If the complainant has raised the complaint directly with the Teacher and is not satisfied with the outcome, the Principal or Vice Principal may convene a meeting with the Teacher and the complainant to attempt to resolve the complaint.

3. If the complainant is not satisfied with the outcome of the meeting with the Teacher and the Principal or Vice Principal, the Superintendent may convene a meeting with the Teacher, their Principal or Vice Principal, and the complainant. The complainant shall be directed to put their concern in writing if not already reduced to writing, and the Teacher shall be provided a copy in advance of the meeting. The Teacher shall be given the opportunity to provide an explanation and written response to the complaint. The Teacher shall have the right to have an MTS Staff Officer present at the meeting.

4. Should the School Division come to believe during the above process that the subject of the complaint may fall under *Article 5.12 Discipline*, the Teacher and the Society shall be immediately advised.

5. No documents pertaining to a complaint will be entered into the personnel file of a Teacher when it is concluded that such complaint was unfounded. When documentation is entered into a personnel file, the Teacher shall be notified.

5.12 DISCIPLINE

No Teacher shall be disciplined without just cause.

5.13 GRIEVANCE PROCESS

1. Where a violation of this agreement is alleged by a party to the agreement concerning the agreement's content, meaning, application or violation, either party shall, within thirty-five (35) School Days from the date on which the grieving party or Teacher on whose behalf the grievance is filed, as may be applicable, 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 resolution sought.
2. All grievances shall be made in writing on the grievance form prescribed by the Parties to this agreement and attached to this Collective Agreement. The grievance shall provide a detailed summary of the issue with submission of sufficient particulars to enable the Employer Representative or School Division to respond. Where a request is made for particulars, the timing of the response is extended until the particulars have been provided.
3. For all grievances initiated by the Society (Individual, Association, Society), the grievance shall be given to the Employer Representative and received on behalf of a School Division with a copy going to the employing School Division.

For all grievances initiated by a School Division, the grievance shall be given to the Society by the Employer Representative.

4. The Employer Representative shall maintain jurisdiction on behalf of a School Division(s) for any and all grievances unless the Employer Representative delegates jurisdictional authority to a School Division.
5. If a grievance is delegated to a School Division, the Employer Representative shall provide written notification to the Society and the School Division. Absent notice to the Society that the grievance has been delegated, the Society shall deal with the Employer Representative.
6. If the grievance is not filed within the timeframe in *Article 5.13 (1)* the grievance will be deemed to be abandoned.
7. Grievances retained by the Employer Representative shall be called "A" Grievances. Grievances delegated to School Divisions shall be called "B" Grievances.

"A" Grievances

8. If the Employer Representative retains jurisdiction of a grievance, they shall meet with the grievor and the Society representative(s) and School Division representative(s) to discuss the grievance within fifteen (15) teaching days from the date the grievance was received. The Employer Representative shall provide a response to the grievance within fifteen (15) teaching days from the date that the Parties met to discuss.

"B" Grievances

9. If a School Division has been delegated jurisdiction to make a decision regarding the grievance, the grievor and/or the Society representative(s) and School Division representative(s) shall meet to discuss the grievance within fifteen (15) teaching days from the date the grievance was received. The School Division shall provide a response to the grievance within fifteen (15) teaching days from the date that the Parties met to discuss.

The grievance procedure shall be deemed to be complete if the responding party does not reply within the prescribed timeline, and the matter may proceed to arbitration; or if the grieving party fails to meet the times lines of their grievance as outlined in this Article, the grievance is considered to have been withdrawn or abandoned.

10. The Parties can mutually agree to extend any of the timelines outlined above.
11. The Parties recognize that terminations of Teachers are addressed under section 92 of The Public Schools Act.

Arbitration

12. If a resolution or settlement to a grievance is not reached through the grievance reply or no response is provided within the timelines stated above, the grieving party may within fifteen (15) teaching days request in writing that the matter be submitted to an arbitrator or arbitration board as herein prescribed.
13. For all grievances, a single arbitrator shall be used, unless either party requests to use an arbitration board. Within ten (10) teaching days of the written request to settle the difference by arbitration, each party shall submit names of proposed arbitrators. If the Parties are unable to agree on an arbitrator, the grievor may request the Manitoba Labour Board to appoint an arbitrator.
14. If the Parties use an arbitration board, each party shall nominate an arbitrator and shall notify the other party of the appointment within ten (10) teaching days of said agreement.
15. These two arbitrators, within a further period of ten (10) teaching days after their appointment, shall select a chairperson. Should the two (2) arbitrators fail to agree upon a chairperson within the required ten (10) teaching days, either party may request the Manitoba Labour Board to appoint a chairperson.
16. In the event of any vacancy on the arbitration board occurring by reason of death, incapacity or resignation, or any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the Arbitration Board in the first instance.
17. The decision of the Arbitrator or Arbitration Board shall be limited to the dispute or question contained in the statement or statements submitted by the Parties, and the decision shall be limited to the interpretation of the statement or statements submitted by the Parties. The Arbitrator or Arbitration Board shall not alter nor change the Collective Agreement.
18. The fees and expenses of the single arbitrator shall be divided equally between the School Division and the Society.

If, however, the Parties elect to use an arbitration board, the School Division shall pay the fees and the expenses of the member chosen by it, the Society shall pay the fees and the expenses of the member chosen by it, and the fees and expenses of the chairperson shall be divided equally between the School Division and the Society.

19. Except as herein provided, the Labour Relations Act shall apply.

5.14 NEW POSITIONS

If during the term of this Agreement a School Division creates a new position or category of employment which would be subject to the Agreement, the following provisions shall apply:

- a) The School Division shall notify the Association of the new position or category of employment, and the proposed rate(s) of pay which will be applicable, and
- b) The Employer Representative, along with a representative of the School Division and the Association and the Society shall meet as soon as possible to negotiate the applicable rate(s) of pay to be incorporated in the Agreement, and
- c) The Parties will attempt to reach agreement before any appointment is made, but if the School Division believes in its discretion that there is an urgent need to make an appointment before negotiations are concluded, the School Division may do so on the terms which it has proposed, and
- d) In the event that the representatives of the Parties are unable to reach agreement, the School Division will establish the rate(s) of pay, and the matter will then be dealt with through *Article 5.13 Grievance Process*, and
- e) In any case, salary, allowances, and any other terms as agreed between by the Parties or established by an arbitration board shall be effective from the date of the appointment(s).

5.15 POSTING OF TEACHING POSITIONS

1. At the School Division's discretion, teaching vacancies that arise throughout the year may be used to place Teachers returning from approved leaves.
2. Otherwise, teaching vacancies that arise throughout the year will be posted on the Divisional website for a minimum of four (4) working days for external Teacher candidates to apply.
3. Any term positions filled during the year that become permanent will be posted in the spring staffing period for the next School Year.
4. Postings shall be made available for the President of the Association to view.

5.16 LAYOFF

Prior to a Teacher(s) being laid off:

1. The School Division shall reduce a Teacher(s) on a full year Limited Term Contracts first, where during that term the Teacher is employed on the express written understanding that such Teacher will not, after the completion of such term, be employed by the School Division.

This does not apply to a Teacher(s) on a Limited Term Contract who are replacing a Teacher on leave for a duration of three (3) months or less.

Once all full year Limited Term Teachers have been reduced; then;

2. The School Division shall reduce a Teacher(s) who has less than one (1) year teaching with a School Division provided that the Teacher(s) does not have the training, experience, and qualifications required by the School Division for a specialist or subject matter that the Teacher was employed to teach that would therefore go unfulfilled if the Teacher(s) was laid off, or if the Teacher was hired under a School Division's Diversity, Equity and Inclusion (DEI) Program as provided for in layoff considerations in *Article 5.19 4) b) i.*
3. Teachers who are reduced under 1. and 2. above are not eligible for the following provisions of this Article and will have their employment terminated with no requirement for a hearing under Section 92 of The Public Schools Act.

4. Layoff

- a) In the event of an impending layoff, the School Division shall meet with the President of the Teacher Association to discuss the implications of the layoff and shall provide the Association with a list of Teachers to be laid off. The meeting shall be held no later than May 1st in any School Year.
- b) When it is determined by the School Division that a layoff is necessary, the School Division shall give first consideration to:
 - i. Retaining Teachers who have been hired to provide a representative workforce as part of a School Division's Equity program(s) under *Article 5.19 Equity Programs.*
 - ii. Teachers hired under such a program may be ineligible for layoff until such time as the School Division has a representative workforce as outlined in their Equity Program target numbers.
 - iii. Retaining Teachers having the greatest length of service with the Board.
- c) Notwithstanding the foregoing, the School Division shall have the right to disregard the length of service of any Teacher in the event of a layoff, if such Teacher does not have the necessary training, academic qualifications, and experience for a specific teaching assignment within the School Division.
- d) A School Division may determine that a principal and/or vice principal may be excluded from the provisions of this Article if there are layoffs at their school and a Teacher scheduled for layoff has greater length of service.
- e) The School Division shall maintain a seniority list showing the date upon when each Teacher's service commenced and the total length of service for the purpose of determining seniority. The School Division shall provide the Association with the seniority list and shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to notify in writing

any alleged omission or incorrect listing to the School Division. The seniority list will be finalized by March 15th.

f) Definitions:

- i. *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.
- ii. *Academic Qualifications*: Refers to the classification in which a Teacher is placed by the Department including vocational/industrial arts, school clinician, and specialist certificates, as applicable.
- iii. *Experience*: The practical application of the training over a period of time with respect to the particular subject or subjects.

g) Length of Teaching Service:

- i. The Teacher's length of continuous employment with the School Division on a Teacher General Contract beginning with the first teaching day after one's most recent day of hiring of continuous employment (i.e. no breaks in service) with the School Division. This does not include employment on a Limited Term Teacher Contract nor employment as a substitute Teacher.

Approved leaves of absence shall not constitute a break in continuity of service.

- ii. Where Teachers have the same length of continuous employment with the School Division as defined in i. above, the length of teaching service shall be determined on the basis of total continuous teaching experience (without a break in service) in the School Division if a Teacher previously had a Limited Term Teacher Contract before receiving a Teacher General Contract.
- iii. Where Teachers have the same length of service as in i. and ii. the length of teaching experience shall be determined on the basis of total recognized teaching experience by the Department.
- iv. If the total teaching experience in i., ii., iii. is equal, the Teacher to be laid off shall be determined by the Division.

- h) Notice of any layoff shall be given to the Teacher no later than the 15th day of May in any School Year. Notice shall be copied to the Association to take effect September of the following School Year. Notice shall be copied to the Association and shall include a copy of this Article.
- i) In unforeseen circumstances, a layoff may need to occur at a time other than September of the following School Year. The Parties will meet to discuss the circumstances and timelines for the layoff notice period. The minimum notice period shall be at least ten (10) teaching days.
- j) The Teacher, within ten (10) teaching days of receiving notice of layoff, shall indicate in writing their wish to be placed on the re-employment list. Notwithstanding anything else in this Article, failure to respond within the time limit specified in this paragraph shall

relieve the onus on the School Division for that Teacher's placement on the re-employment list and the Teacher shall lose seniority.

- k) If, after layoffs have occurred and for a period of one (1) calendar year after the 30th of September following the date of layoff, 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, based on length of service with the School Division (seniority), providing such Teachers have the necessary training, qualifications, and experience for the position available.

- l) Each Teacher shall keep the School Division informed as to their current address.

- m) Teachers shall be recalled by phone/email or registered mail if required and must reply by phone/email or registered mail if required within five (5) days of receiving the recall notice.

Teachers shall be required to return to work on the date set out in the notice or no later than nineteen (19) calendar days following receipt of such notification.

- n) Failure to respond within the time limits specified or agreed to shall relieve the onus on the School Division for that Teacher's placement on the recall list and they shall lose recall rights and seniority.

If a Teacher refuses a position for which that Teacher has the necessary training, academic qualifications, and experience to perform the work in the offered position, such Teacher shall lose all rights for recall and seniority.

To be clear, in the above two circumstances, the Teacher's contract will be terminated and there will be no requirement for a hearing under Section 92 of The Public Schools Act.

- o) If a Teacher is recalled as provided in m) above, the following will not be affected:

- i. Accumulated sick leave prior to the layoff; and
- ii. Seniority gained prior to being laid off

but neither shall be accrued for the period of the time of the layoff.

- p) In addition to o) above, a Teacher who has been laid off will also lose recall rights and seniority for any of the following reasons:

- i. The Teacher resigns or retires;
- ii. The Teacher becomes employed by another School Division as a regular full time Teacher on a Teacher General Contract;
- iii. The Teacher fails to return to work after the termination of any leave granted by the School Division;

- iv. The Teacher is not re-employed one (1) calendar year after September 30th following the date of layoff;
 - v. The Teacher's contract is terminated for cause;
 - vi. The Teacher who lost their right of recall/re-employment as a result of the application of this clause shall be notified as soon as possible that their teaching contract has been terminated and there will be no requirement for a hearing under Section 92 of The Public Schools Act.
- q) Notwithstanding any other provisions of this Article, the foregoing layoff provision shall not apply to a Teacher continuously employed by the School Division under an approved form of agreement for a full School Year or less, or to a Teacher employed on a limited term contract not to exceed one (1) School Year where during that term the Teacher is employed on the express written understanding that the Teacher's employment with the School Division will cease at the end of such term, provided however, no Teacher shall be laid off who has been employed by the School Division under an approved form of agreement for more than one (1) full School Year, where a Teacher with a full School Year or less of employment under an approved form of agreement or a limited term contract not to exceed one (1) School Year has not been laid off, having regard to the necessary training, academic qualifications and experience required for a specific teaching assignment of such Teacher employed under a limited term contract of a Teacher continuously employed by the School Division under an approved form of agreement for a full School Year or less.

5. Teachers with One (1) Full School Year or Less

Where a Teacher employed under a Teacher General Contract for a full School Year or less and as a result of this Article that Teacher's contract has been terminated and that Teacher is subsequently signed to a new Teacher General Contract then that Teacher's length of service for determining layoff will be retroactive to the first teaching day under the previous Teacher General Contract with the School Division provided that employment is continuous.

6. Teachers Employed Under a Limited Term Teacher General Contract

For the purpose of this clause a continuous Limited Term Teacher General Contract will be employment with the School Division under a Limited Term Teacher General Contract where there is no break in service between one Limited Term Teacher General Contract and another Limited Term Teacher General Contract or Teacher General Contract.

For further clarity for 5.16 5. and 6., the summer, winter, and spring breaks will not constitute a break in service provided that Teacher has a contract in force and effect on the last teaching day of the summer, winter, or spring break and a Limited Term Teacher General or Teacher General Contract in force and effect on the first teaching day following that summer, winter, or spring break.

5.17 TEACHERS ON LIMITED TERM TEACHER-GENERAL CONTRACTS

Effective Fall Term of 2024 for Louis Riel School Division and Pembina Trails School Division and effective Fall Term 2025 for all:

1. Except as hereinafter provided, every Teacher employed by the School Division other than as a substitute Teacher shall be employed under a written form of contract known as Form 2 and/or Teacher General Contract in the Public Schools Act.
2. The exception to 5.17 1. above shall be those term Teachers employed for a term of one (1) School Year or less for the following reasons:
 - a) to replace a Teacher on an approved leave or secondment.
 - b) to replace a Teacher who has terminated employment in the Division during the School Year.
 - c) to supplement classroom resources for a period of less than five (5) months.
 - d) to fill a temporary position(s) funded by provisional funding or grants for a duration of up to one (1) year.
 - e) to hire itinerant substitute Teachers on a term contract for a duration of up to one (1) year.
 - f) a Teacher employed on a Teacher General Contract whose FTE is less than 1.0 FTE, may temporarily increase their FTE pursuant to a Limited Term Contract, in accordance with *Article 7.13 – Changes to a Teacher's FTE Assignment*.

Every term Teacher shall be employed by the School Division under a Limited Term Teacher-General Contract.

3. A Teacher who has been employed full or part time in the School Division under a Limited Term Teacher-General Contract for an entire School Year and is employed the following School Year under a Teacher-General Contract shall be entitled retroactively to seniority and accrued unused sick leave.
4. A Teacher who has been employed full or part time in the School Division under a Limited Term Teacher-General Contract for two (2) successive entire School Years shall, upon employment for a third (3rd) consecutive entire School Year, be signed to a Teacher-General Contract and shall be entitled retroactively to seniority and accrued unused sick leave.

For the purposes of this Article, an "entire School Year" means employment for one hundred and eighty (180) or more School Days in the Limited Term Teacher-General contract year.

5. Placement of Term Positions for Teachers on Leave:

If a School Division assigns a Teacher's position to another school while they are away on leave, the School Division shall provide the Teacher with information as to where their position has been assigned to. The School Division shall also confirm with the Term Teacher assigned to the position the reason for the term assignment and assigned location.

A School Division shall meet with the Association during the School Year to advise of permanent Teachers affiliated with the corresponding term positions and the location of the position, where applicable.

6. Probationary Period

- a) Teachers hired on a Teacher General Contract will be placed on a probationary period for a period up to ten (10) successive teaching months. The probationary period may cover two (2) School Years depending on when the Teacher was hired.
- b) Teachers will be deemed to have not attained tenure until they have worked with their School Division for more than one (1) full School Year (as defined in Article 1.06 Definitions) on a Teacher General Contract. Tenure means that a Teacher has rights under Section 92 (3) and (4) of The Public Schools Act.
- c) In the event of a leave of more than twenty (20) teaching days during the probationary period, the School Division may extend the probationary period corresponding to the amount of teaching days missed during the leave to allow for a full period in which to evaluate the Teacher.
- d) When a Teacher receives notification of termination during probation period, the date of notification is the final date for days counting towards tenure.
- e) Teachers under probation who are released from their Teacher General Contract are not entitled to the *Article 5.16 Layoff* and are not entitled to rights arbitration under *Article 5.13 Grievance Process*.

5.18 CONTRACTING OUT

- 1. In the event that a School Division is unsuccessful in recruiting for a specialist position or specialized service that would normally fall under the scope of this Agreement, the School Division and the Association will meet to discuss possible solutions. In the event that there is no viable internal staffing or recruitment solution, the School Division will notify the Association in writing of their intention to contract out the service or work and the reasons for contracting out.
- 2. The length of the contracted out services will be for the remainder of the School Year or, if longer, until such a time as mutually agreed by the School Division and the Association.
- 3. The School Division will make reasonable efforts to recruit for the position or service prior to the end date of the contracted service and/or for the start of the following School Year.

5.19 EQUITY PROGRAMS

- 1. A School Division may implement equity programs to increase teaching representation from various underrepresented or historically marginalized groups within their teaching complement.
- 2. When a School Division chooses to implement an equity program, the School Division will inform the Teachers' Association prior to the program being implemented.

ARTICLE 6 – WORKING CONDITIONS

6.01 PREPARATION TIME

Preparation Time Allocation:

1. Effective Fall Term 2024: The Parties recognize that preparation time allocation is generally a function of school time scheduling. Over the course of the School Year, a School Division will endeavour to normally schedule the equivalent of a minimum of thirty (30) minutes per day of preparation time per full time Teacher. It is acknowledged that some Teachers may have more or all of their preparation time in one (1) semester than another semester provided the equivalent is reached as an average over the School Year.
2. Each School Division shall determine the amount of preparation time that a Teacher in a school shall receive.
3. Teachers will receive preparation time similar to what was provided at the assigned school during the preceding School Year with a variance of plus or minus 3%. There will be a minimum preparation time of one hundred eighty (180) minutes per six (6) day cycle. Effective fall term 2025, there will be a minimum preparation time of two hundred ten (210) minutes per six (6) day cycle.
4. Wherever possible, preparation time shall be scheduled in blocks of not less than thirty (30) minutes.
5. Part time Teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.

Preparation Expectations:

6. It is expected and shall be the responsibility of each Teacher to utilize the preparation time provided to them in a productive, efficient manner towards fulfilling the educational needs of the Teacher's students. Preparation time is not rest periods nor is it personal time. Teachers shall remain in their assigned school during their preparation time and be available for an assignment, unless they are away on a school-based assignment approved by school administration.
7. Teachers are not entitled to compensatory preparation time nor financial compensation for missed preparation time should they be with students on a field trip or participating in a school-based function such as an in-service, professional development day, parent Teacher meetings, school assemblies, staff meetings, union leave, etc.

6.02 LENGTH OF INSTRUCTIONAL DAY

1. The normal school instructional day, exclusive of the midday intermission and the statutory obligation of Teachers to be on duty at least ten (10) minutes before the morning session begins and at least five (5) minutes before the afternoon session begins, shall be five and one-half (5 ½) hours or such time as may be determined by the Minister.
2. The Parties agree that some schools may have a longer instructional day that is based on school time tabling (balanced School Day, or longer transition periods between classes within the instructional day, schools that have to account for bus transportation of students from one school to another).

Schools that have a longer instructional day than five and one-half (5 ½) hours as of the first day of this Collective Agreement shall retain their instructional day hours. For such schools the following applies:

- a) The maximum length of the instructional day in each high school (averaged over the week, Monday to Friday) shall be five (5) hours and fifty (50) minutes.
 - b) The maximum length of the instructional day in other schools shall be five (5) hours and forty-five (45) minutes, averaged over the week if necessary.
3. The instructional day may be revised by the School Division to meet new Department course credit requirements or to comply with statutory requirements.
 4. The instructional day does not constitute the entire workday. Nothing in this Article limits a Teacher's obligation to discharge their professional responsibilities outside the instructional day.

6.03 MEAL PERIOD

1. An uninterrupted meal period of not less than fifty-five (55) consecutive minutes shall be provided to each Teacher between the hours of 11:00 a.m. and 2:00 p.m.

Exceptions to the above meal period shall be agreed to by both the School Division and the Association.

2. A Teacher's meal period is determined by the school principal.
3. Principals will be on call during this meal period to deal with emergencies and unforeseen circumstances. If a Principal is unavailable, a designated Teacher(s), may be on call on a rotational basis during this meal period to deal with emergencies and unforeseen circumstances.

6.04 EXTRA-CURRICULAR ACTIVITIES

1. Participation in extra-curricular activities by Teachers is voluntary.
2. The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
3. "Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, with the written approval of school administration 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.
4. An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
5. In any School Year a Teacher shall be entitled to a paid leave of absence of one (1) day provided that they perform fifty (50) hours to a maximum of three (3) days leave for one hundred and fifty

(150) hours of eligible extra-curricular duties during a School Year. A part-time Teacher shall be entitled to the equivalent time off as a full time Teacher. The date for such leave shall be agreed upon between the Teacher and the principal.

6. A Teacher who accumulates at least twenty-five (25) hours can access a half (1/2) day up to a maximum of two (2) half (1/2) days in a School Year.
7. A Teacher who accumulates at least fifty (50) hours and where such fifty (50) hours are not accumulated until after April 30th, shall be entitled to carry forward one (1) day of leave into the subsequent School Year to be used by the end of the following School Year.
8. In the event that a Teacher does not accumulate sufficient hours up to a Teacher's first half (1/2) day (i.e. less than twenty-five (25) hours) to qualify for their leave, the Teacher may carry forward those hours to the following School Year. When a half (1/2) day is earned in the subsequent School Year, the half (1/2) day must be completed and used within that School Year.
9. Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for reasonable out of pocket expenses including documented mileage and meal expenses related to such activities as per School Division policy/procedures and/or School Division authorization.
10. Leave requests must be submitted at least five (5) days in advance of the requested leave, whenever possible. Leaves shall be approved by the School Division.
11. School Divisions shall provide direction for the process for how hours are to be recorded.
12. Extra-curricular is subject to the following:
 - a) The School Division is able to find a substitute Teacher;
 - b) Extra-curricular leave will not be accessed on scheduled administrative, professional development or parent/Teacher days unless a special exemption is granted by the School Division.

6.05 PROFESSIONAL DEVELOPMENT DURING THE SUMMER BREAK

1. Teacher attendance at School Division directed Professional Development (PD) sessions during the summer break shall be voluntary.
2. Teachers who attend or provide School Division directed PD during the summer break shall receive, during the following School Year, compensatory time equal to the number of days during the summer break that they attended PD. The method and timing of such compensatory time shall be mutually agreed to by the principal and the Teachers. The details of such arrangement shall be subject to the prior approval of the School Division. This clause does not apply to Principals and Vice Principals.

6.06 TEACHER REQUIRED WORK DURING THE SUMMER BREAK

1. Teachers may be employed during the summer break to carry out such duties for such periods of time as are assigned by the principal or School Division.

2. Teachers shall receive during the following School Year compensatory time equal to the number of days employed during the summer break. The method and timing of such compensatory time shall be mutually agreed to by the Teacher and their supervisor.

The details of such arrangements shall be subject to the prior approval of the School Division.

3. This clause does not apply to Principals and Vice Principals.

6.07 STUDENTS WITH ADDITIONAL LEARNING NEEDS

1. A student with additional special learning needs shall be defined as any student needing adapted, modified, or individualized programming and/or learning environments due to a disability, social-emotional, behavioral, language need, or because of giftedness. Teachers who are assigned to teach a student with additional special learning needs have the right to relevant information concerning the student's circumstances and needs, to the extent feasible.
2. Subject to the School Division's available resources, as determined in the discretion of the School Division, Teachers who are assigned to teach a student with additional special learning needs may request additional professional learning, materials and resources.

6.08 REMOTE TEACHING

A School Division may direct a Teacher to teach via remote learning. In these situations, the following shall apply:

1. The School Division shall provide the necessary technological resources to Teachers developing and delivering their classes through remote teaching.
2. The School Division shall provide the necessary and appropriate training in the use of relevant educational technology for Teachers to provide learning in a remote environment.
3. Teachers shall not suffer any loss of rights under this Collective Agreement due to the implementation of remote learning.

ARTICLE 7 - LEAVES

7.01 SICK LEAVE

1. When a Teacher is sick, they shall be entitled to a leave of absence (herein called “sick leave”) during their sickness and shall be entitled to be paid their full salary during such sick leave.
2. Teachers shall receive sick leave each year as follows:
 - a) A new 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 on that date. A Teacher must work for at least one (1) day before any sick leave days are credited.
 - b) A Teacher returning from the summer break shall be credited with an additional twenty (20) teaching days sick leave at the start of the School Year.
 - c) A Teacher who is on an approved paid leave at the start of the School Year shall receive an additional twenty (20) teaching days sick leave upon return to work.
 - d) A Teacher who returns from an unpaid leave at a time other than the commencement of the fall term shall receive a pro-rated share of twenty (20) days sick leave for that School Year.
2. Teachers employed on a part-time basis shall be granted sick leave with pay pro-rated based on full time equivalence.
3. A 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.
4. All unused sick leave in each year shall accumulate from year to year to the credit of each Teacher but shall at no time exceed a credit of:

Effective the first (1st) School Day in the 2024/2025 School Year, the maximum Sick Leave accumulation is one hundred thirty (130) teaching days for all School Divisions and one hundred forty-five (145) teaching days for Winnipeg School Division.
5. A Teacher on sick leave shall be paid the same amount they would be paid if they were on duty until the Teacher has exhausted all accumulated sick leave.
6. Sick Leave shall not continue to accrue while on any leave of absence without pay.
7. When a Teacher is referred by their medical practitioner to a medical/dental specialist appointment(s) on normal work days, and the travel to the specialist appointment is greater than three hundred 300 kilometres one way, the following shall apply:
 - a) For appointments that are between three hundred (300) kilometres and four hundred ninety-nine (499) kilometres a Teacher will be allowed up to a maximum of an additional half (1/2) day of travel if travel is required on a normal work day.
 - b) For appointments that are between five hundred (500) kilometres and seven hundred forty-nine (749) kilometres a Teacher will be allowed up to a maximum of one (1) day of

travel if travel is required on a normal work day(s).

- c) For appointments that are over seven hundred and fifty (750) kilometres a Teacher will be allowed up to a maximum of an additional two (2) days of travel if travel is required on a normal work day(s).
 - d) Travel for purposes of attending medical appointments will come from the Teachers' sick leave accrual.
- 8. Teachers must make every effort to schedule appointments outside of the School Day or to minimize the amount of time away from the classroom.
 - 9. If the absence exceeds three (3) consecutive School Days, the School Division may request that a Teacher provide a medical certificate or documentation by a duly qualified medical practitioner.
 - 10. Nothing shall prevent a School Division from requesting a medical certificate or documentation for absences of less than three (3) consecutive days if there is suspected abuse of sick leave.
 - 11. Should the Sick Leave be for a duration that exceeds one (1) month, and/or where the original medical note does not have an end or return date, the Teacher is required to provide updated medical documentation as requested by the School Division for staffing and operational purposes.
 - 12. Prorating Allowances, Leaves, and Benefits, a Teacher's sick leave accumulation shall be considered a "day is a day" meaning that a Teacher who switches from a 1.0 FTE to a 0.5 FTE or 0.5 FTE to 1.0 FTE shall retain the number of sick days accumulated but the day's value changes.
 - 13. Sick Leave is not payable to a Teacher who:
 - a) is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long Term Disability Insurance Plan.
 - b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance Corporation to the extent that such benefits and paid sick leave exceed the Teacher's normal salary. In such cases the Teacher shall reimburse the School Division the amount of benefit received from the Manitoba Public Insurance Corporation. The wage loss replacement benefits received from Manitoba Public Insurance Corporation shall be used to credit back the Teacher's accumulated sick leave credits, at the Teacher's per diem rate, up to the sick leave accumulation amount the Teacher had in their sick leave bank up until the accident.

7.02 FAMILY MEDICAL LEAVE

- 1. A Teacher under the Collective Agreement shall be provided Family Leave from their Sick Leave accumulation per School Year for the illness or injury or emergent/serious medical appointments of a family member. Family member under this Article means a Teacher's parent(s), spouse/partner, or child, or a relative permanently residing with the Teacher.

2. Effective the first (1st) School Day in the School Year following date of ratification, Teachers shall have up to five (5) days of Family Leave from their sick day's accrual.
3. If the requested leave is not emergent/serious, the Teacher will attempt to schedule medical appointments outside of the School Day.
4. Wherever possible, the Teacher shall provide the School Division with as much notice as possible as is reasonable and practicable in the circumstances.
5. Family leave is non-cumulative from one (1) School Year to the next School Year.

7.03 ON-THE-JOB INJURY

1. When a Teacher suffers an on-the-job-injury and is absent from work as a result of that injury, the School 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.
2. The School Division shall 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 (\$1,000) for a period of up to twelve (12) months following the injury or accident 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.
3. "On-the-job injury" means a physical or psychological injury resulting from a single identified/reported accident or incident occurring without warning or expectation in the course of performing duties arising out of employment under contract with the Division. On-the-job injury does not include repetitive strain injuries, disease, stress or ongoing mental health conditions, or any other conditions related to the teaching of students.
4. Teachers are not covered by Workers Compensation Board benefits. In the event that Teachers become covered by Workers Compensation Board benefits, this Article shall no longer apply and will be removed.

7.04 COMPASSIONATE AND BEREAVEMENT LEAVE

1. A Teacher shall be entitled to compassionate leave up to five (5) teaching days in the event of a life-threatening illness. This leave applies to the following relatives: parent, step-parent, spouse/common-law partner, child/step-child/ward of the Teacher, sibling, or a relative permanently residing with the Teacher.

A Teacher shall be entitled to bereavement leave up to five (5) teaching days upon the death of a family member. This leave applies to the following relatives: parent, step-parent, spouse/common-law partner, child/step-child/ward of the Teacher, sibling, grandparent, grandchild, or a relative permanently residing with the Teacher.

These days will be without loss of salary.

2. A Teacher shall be entitled to bereavement leave up to three (3) teaching days without loss of salary in the event of the death of a child-in-law, sibling-in-law, or parent-in-law.

3. A Teacher shall be entitled to bereavement leave of one (1) teaching day without loss of salary in the event of the death of the Teacher's aunt or uncle.
4. Provided a Teacher has not received bereavement leave for the death in question, the employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
5. Bereavement days will normally be taken close to the time of the death. However, a Teacher may take up to one (1) day at a later date if:
 - a) the purpose of the bereavement leave requested is reasonably related to the death, and
 - b) the Teacher notified the School Division within the bereavement leave period about their request to take the day at a later date. The day is to be taken no later than six (6) months from the death.
6. Leave under this Article shall be provided to part time Teachers.
7. A Teacher shall be allowed up to two (2) additional teaching days at substitute cost deduction to the Teacher where travel is required to attend a death, provided the travel is in excess of five hundred (500) kilometres one (1) way, for an immediate family member as listed in 7.04 1.

7.05 BIRTH OR ADOPTIVE LEAVE

1. Upon the occasion of a Teacher's spouse, partner, or surrogate giving birth to a child or the adoption of a child, that Teacher shall be granted up to two (2) days absence with pay for the actual occasion of birth or adoption.
2. Requests for such leave shall be submitted on such forms as may be prescribed, and where possible prior to the leave.

7.06 MATERNITY AND PARENTAL/ADOPTIVE LEAVE

1. Every Teacher shall be entitled to maternity and/or parental and/or adoptive leave and any Teacher, who has satisfied seven (7) consecutive months of employment as a Teacher, shall be entitled to the Supplementary Employment Benefits.
2. Except as otherwise provided herein, the provisions of the Employment Standards Code will apply.
3. The Teacher and the School Division may mutually agree to extend the length of the leave if the employee so desires. Any such arrangements shall be confirmed in writing by the School Division. The Employment Standards Code shall apply; however, a period of maternity leave longer than contemplated in the Employment Standards Code may be agreed between the Teacher and the School Division to their mutual satisfaction and may include a determination that when the maternity leave expires during a school term, the Teacher may return to work at the commencement of the term immediately following the expiration of the leave. For the purpose of this section "term" means either the months of September to December or January to June, or the commencement of a semester, as the case may be.

4. A Teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this Article shall be entitled to receive pay equivalent to ninety percent (90%) of the Teacher's gross salary (gross salary means the Teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to one hundred thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this Article.
5. The School Division shall pay a Teacher on Maternity Leave and/or Parental/ Adoptive Leave:
 - a) if the Teacher's one (1) week or five (5) day waiting period falls entirely on teaching days, ninety percent (90%) of the Teacher's gross salary plus up to eighty (80) teaching days of Maternity Leave Top-Up calculated at the difference between the Teacher's employment insurance benefit and ninety percent (90%) of the Teacher's gross salary provided the Teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
 - b) if the Teacher's one (1) week or five (5) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the Teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the Teacher's employment insurance benefit and ninety percent (90%) of the Teacher's gross salary provided the Teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
 - c) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the Teacher's employment insurance benefit and ninety percent (90%) of the Teacher's gross salary provided the Teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

For greater certainty, a Teacher who is receiving employment insurance benefits shall be entitled to:

- i. One hundred thirty-five (135) teaching days of pay and/or top-up benefits if the Teacher takes both maternity leave and parental/adoptive leave;
- ii. Eighty-five (85) teaching days of pay and/or top-up benefits if the Teacher only takes maternity leave;
- iii. Fifty (50) teaching days of pay and/or top-up benefits if the Teacher only takes parental/adoptive leave;

unless the Teacher takes a shorter period of maternity leave or parental/adoptive leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The Parties acknowledge that the top-up payments made by the School Division for maternity leave may extend into the period of time that the Teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

6. Non-Application

This Article shall not apply to any Teacher who is employed on a term contract during the Teacher's first year of employment. All other Teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the School Division.

7. Effective the 2024/2025 School Year, any Teacher receiving top-up benefits from the School Division, as outlined above, must enter into a written agreement with the School Division providing that:
 - a) subject to extenuating personal circumstances, they will return to work and remain in the employ of the School Division for at least the equivalent of one (1) full School Year (ten (10) consecutive teaching months) following their return to work; and
 - b) should they fail to return to work as provided above, they are, subject to extenuating personal circumstances, indebted to the Division for the full amount received from the Division as a top-up during the entire period of leave; or
 - c) should they return to work as provided above, but fail to complete their work commitment, they are, subject to extenuating personal circumstances, indebted to the School Division for a pro-rated amount based on the number of teaching days they have remaining on their return to work commitment.

7.07 PERSONAL LEAVE

1. Leave of up to two (2) days without loss of salary to attend to personal business shall be granted. The School Division will not require Teachers to provide reasons for their request for personal leave.
2. Where during a School Year a Teacher takes fewer than two (2) personal leave days, up to one (1) personal leave day shall be carried over into the next School Year and must be used within the following School Year. The maximum number of personal leave days which a Teacher may take in any School Year is three (3) days.
3. Leave requests must be submitted at least five (5) days in advance of the requested leave, whenever possible. Leaves shall be approved by the School Division.
4. Personal leave is subject to the availability of a substitute Teacher.
5. Personal leave will not be accessed on scheduled administrative, professional development, or parent/Teacher days, unless a special exemption is granted by the School Division.
6. Part-time Teachers will receive Personal Leave based on their FTE.

7.08 RELIGIOUS HOLY LEAVE

1. A Teacher may receive a total of three (3) days paid leave for Religious Holy Leave per School Year.
2. Teachers shall not absent themselves from duty without first securing permission from the School Division.
3. For the purposes of this Article, Religious Holy Leave shall be defined as major religious holy days observed by the Teacher and designated as a day of obligation by the Teacher's religion and

where observance requires an absence from work for all or part of the day. These days are for days not covered by Manitoba statutory holidays.

4. When Teachers are absent for observance of Religious Holy Leave days in excess of three (3) days per School Year, the days shall be without pay.
5. The following notification period will apply:
 - a) Teachers on staff requiring Religious Holy Leave during the School Year shall provide notice in writing on the prescribed form as soon as possible after the start of the School Year, however, not later than September 30th.
 - b) For Teachers requiring Religious Holy Leave prior to October 15th, ten (10) teaching days' notice in writing shall be given to the School Division. For Teachers requiring Religious Holy Leave October 15th or later, notice in writing of leave required for that School Year shall be given by September 30th.
 - c) For those Teachers commencing employment with the School Division at a time other than the start of the School Year and who require Religious Holy Leave, notice in writing, shall be given to the School Division within ten (10) working days of active employment.
6. Where the appropriate notice has not been given to the School Division, the School Division shall provide Religious Holy Leave and that leave will be granted without pay. The Division shall act reasonably and fairly having regard to all circumstances.
7. The Parties agree that this Article constitutes reasonable accommodation for Religious Holy Leave.

7.09 INDIGENOUS CEREMONIAL, CULTURAL, SPIRITUAL OBSERVANCE LEAVE

1. An Indigenous Teacher shall be entitled up to three (3) days with pay per School Year to engage in traditional Indigenous ceremonies, cultural, or spiritual observances and where this leave requires absence from work for all or part of the day. Indigenous Ceremonial, Cultural, Spiritual Observance Leave is subject to operational requirements of the Teacher's school.
2. For the purposes of this Article, an Indigenous Teacher is a person who self declares as First Nations, Inuit, or Métis.
3. A ceremonial, cultural or spiritual observance includes any event that is significant to an Indigenous employee's traditional cultural practices or heritage. Examples of significant cultural events include, but are not limited to pow-wow, Sundance and Sweat Lodge ceremonies, traditional food gathering, traditional land or language based education, elder led education, or ceremonies held following a significant family event.
4. Teachers shall provide seven (7) days written notice from the Teacher to participate in Indigenous Cultural event(s), where possible. Teachers shall not absent themselves from duty without first securing permission from the School Division.
5. When Teachers are absent for observance of Indigenous Ceremonial, Cultural, Spiritual Observance Leave days in excess of three (3) days per School Year, the days shall be without pay.

6. The parties agree that this Article constitutes reasonable accommodation for Indigenous Ceremonial, Cultural, Spiritual Observance Leave.

7.10 JURY AND WITNESS DUTY

1. Any Teacher employed by the School Division, subpoenaed to appear as a witness in court proceedings or summoned for jury duty (other than a court proceeding occasioned by the employee's private or personal affairs), shall be paid their regular salary for days that the Teacher would normally work.
2. The Teacher shall remit to the School Division any court remuneration/payment which the Teacher may receive (other than for food, travel, or room) because of an appearance in court as a witness or as a juror.
3. The Teacher shall submit details of the requirement for jury or witness duty at the earliest possible date and keep the School Division informed on the Teacher's anticipated absence and return date.

7.11 EXAMINATION LEAVE

1. Teachers shall be allowed leave without loss of salary for one (1) day for each post-secondary examination written during school hours for the purpose of increasing classification, up to a maximum of two (2) days per year.
2. The Teacher shall notify the School Division in writing at least two (2) weeks prior to the examination date.

7.12 LEAVE OF ABSENCE WITHOUT PAY

A Teacher may request a leave of absence without pay. Such leave shall be subject to the following conditions:

1. Leave of absence without pay is granted at the discretion of the School Division.
2. School Divisions shall communicate to their Teachers the dates for which applications are to be submitted to the School Division.
3. A Teacher granted leave of absence shall be regarded as still on staff and the leave of absence shall not constitute a break in tenure nor shall it reduce the number of days of accumulated sick leave.
4. A Teacher on a long term leave of absence is still considered to be on contract to the School Division and if the Teacher does not intend to return to the School Division, notice in accordance with their teaching contract shall be given.
5. Experience will not be recognized while on a leave of absence; however, when they return they will be paid as per *Article 2.01 Educational Qualifications*.

7.13 CHANGES TO A TEACHER'S FTE ASSIGNMENT

Temporary Contract Increase

1. Effective the start of the 2024/2025 School Year, where a School Division offers a temporary increase in assignment to a Teacher on a Teacher General Contract whose FTE is less than 1.0 FTE, and for the duration of up to one (1) full School Year, temporarily increases their FTE (up to 1.0

FTE) with an additional teaching assignment, and where the Teacher agrees to the additional temporary assignment, the following will apply:

- a) The Teacher's Teacher General Contract shall remain unchanged. The School Division shall provide the Teacher with a Limited Term Contract for the additional FTE. A letter will be attached to the Limited Term Contract and also provided to Teacher, the Association, and placed in the Teacher's personnel file outlining the nature of the additional assignment and outlining that the Teacher's FTE has been increased for a particular assignment for up to one (1) full School Year.
- b) Following the expiry of the Limited Term Contract, the Teacher shall remain on the Teacher General Contract at the FTE outlined in their Teacher General Contract.
- c) For greater certainty, and subject to the terms and conditions of the Limited Term Contract and by virtue of the Limited Term Contract, the Teacher shall not be entitled to a permanent increase in FTE, nor to a change in the FTE as set out in the Teacher General Contract. No layoff shall be required upon the expiry of the Limited Term Contract.

Temporary Contract Reduction

2. Where a Teacher requests that their full-time equivalency be reduced for a School Year or less, and where the School Division approves the request, the following shall apply:
 - a) The reduced portion shall be treated as an unpaid leave of absence.
 - b) Immediately upon conclusion of that leave of absence, the Teacher's FTE shall revert to the FTE which existed prior to the commencement of the leave of absence.
 - c) The Teacher, upon request by and with agreement from the School Division, in the School Division's sole discretion, may extend that leave of absence past the original date and mutually establish a new date at which the reduction in FTE will revert to the original FTE.

Teacher Initiated Permanent Contract Reduction

3. Where a Teacher requests that the FTE of their Teacher General Contract be permanently reduced, that reduction shall be subject to the approval of the School Division and where approved, the reduced portion shall be deemed to be a contract reduction of a permanent nature.

7.14 DEFERRED SALARY LEAVE PLAN

The School Division shall administer a Deferred Salary Leave Plan in accordance with the plan document.

7.15 LEAVE OF ABSENCE FOR ASSOCIATION OR SOCIETY BUSINESS

1. A Teacher shall be excused from school duties to attend meetings of the Society or to act as an official representative of the Association for the Society for not more than a total of ten (10) teaching days in any School Year provided that a substitute satisfactory to the School Division has been secured, and that the cost of providing the substitute is paid by the Association or the Society.

2. A total maximum of teaching days (as listed below) during the course of the School Year will be granted by a School Division to its Teacher complement for the above purpose.

School Divisions up to 25 Teachers:	15 total days
School Divisions with 26 to 99 Teachers:	30 total days
School Divisions with 100 to 199 Teachers:	40 total days
School Divisions with 200 to 499 Teachers:	60 total days
School Divisions with 500 to 799 Teachers:	75 total days
School Divisions with 800 to 1199 Teachers:	100 total days
School Divisions with 1200 to 1999 Teachers:	140 total days
School Divisions with 2000 plus Teachers:	200 total days

3. Leave for Provincial Executive duties in *Article 7.17 Leave of Absence for Provincial Executive* and leave for a Teacher sitting at the provincial bargaining table will not count towards the maximum days in this clause.
4. No additional leave of absence shall be taken for the above-mentioned purposes except with the consent of a School Division. Should extra days be granted, the School Division shall be reimbursed the per diem cost of the replacement Teacher.

7.16 LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT OR VICE PRESIDENT

1. A Teacher who is elected President or Vice President of the Association shall be granted leave for the full term of their presidency or vice presidency.
2. The amount of leave granted to the President and/or Vice President of the Association will be in an amount determined by the Association. The amount of leave will be confirmed by April 30, unless the Association and the School Division mutually agree to extend the deadline.
 - a) The Association shall notify the School Division of the names of any new President and/or Vice President incumbent(s) on or by April 30 unless the Association and the School Division mutually agree to extend the deadline.
 - b) Return
The Association, on or before April 30th in the year of the Association President and /or Vice President Leave, each Teacher shall advise the School Division in writing of the Teacher's intention to return to their teaching role.
 - c) At the end of the scheduled term of leave, the Teacher shall return to a comparable teaching position as designated by the School Division.
3. The Association agrees to reimburse the School Division for the salary and all employer related benefit costs of the President and/or Vice President of the Association.
4. The School Division may require the Teacher to change their assignment for a part-time leave to be accommodated.
5. In the event that the President or Vice President is unable to continue their first (1st) year of office due to an extended leave beyond twenty (20) teaching days, and in subsequent years of office forty (40) teaching days, the following shall apply:

- a) Upon notification by the Association the leave of absence will be terminated.
- b) Upon termination of the leave of absence, the President or Vice President shall be returned to an assignment consistent with *Article 7.19 Reinstatement after Leave*.
- c) The President or Vice President shall thereafter be entitled to access their accumulated sick leave bank.
- d) The Association shall determine if another Teacher will be elected or appointed as President or Vice President to fulfill the remainder of the term of office.
- e) Should another Teacher be elected or appointed as President or Vice President in accordance with the above, *Article 7.16 Leave of Absence for Association President or Vice President* shall apply.

6. *Article 7.16* shall also apply to the leave for Éducatrices et éducateurs Francophones du Manitoba (EFM) President and the Council of School Leaders (COSL) Chairperson.

7.17 LEAVE OF ABSENCE FOR PROVINCIAL EXECUTIVE

- 1. Where a Teacher has been elected to the Provincial Executive of the Society, that Teacher shall, in a School Year, for the sole purpose of fulfilling duties as a member of the Provincial Executive, have the right to a leave of absence as determined by the Society.
- 2. For each day's leave of absence taken pursuant to this Article, the Society shall reimburse the School Division the per diem cost of the replacement Teacher.

7.18 ELECTED PRESIDENT OR VICE PRESIDENT OF MTS LEAVE

- 1. A Teacher who serves as President or Vice President of the Society shall be guaranteed a leave of absence concurrent with their term of office.
- 2. Prior to a Teacher assuming office, the School Division is to be notified as soon as possible.
- 3. The School Division is to be notified in writing of the Teacher's intention to return to the School Division as soon as possible.

7.19 REINSTATEMENT AFTER LEAVE

When a Teacher indicates their intention to return from leave, the Teacher shall return to the same or a comparable teaching position as designated by the School Division.

ARTICLE 8 – BENEFITS

8.01 GROUP LIFE INSURANCE

1. The School Division shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan, and subject to the limitations set out in Article 3.
2. All Teachers coming on staff after the effective date of the implementation of the Plan in the School Division shall be required to participate in the plan.
3. The School Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - a) Deducting premiums from the Teachers;
 - b) Enrolling newly hired Teachers in the Plan;
 - c) Maintaining records of the Teachers who are and who are not insured, including maintaining files of application cards, late applicants, Teachers whose coverage was rejected on late applications, beneficiary designations, and Teachers whose coverage has terminated on leaving the School Division;
 - d) Completing a premium statement to accompany premium remittances;
 - e) Providing claim forms to Teachers or beneficiaries on request;
 - f) Completing and submitting the Employer Claim submission for claimants;
 - g) Conducting periodic reopening for Accidental Death and Dismemberment applications.

8.02 EXTENDED HEALTH BENEFIT AND DENTAL INSURANCE PLAN

1. The School Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), (MPSE Dental and EHB Plan(s)) in accordance with the terms and conditions of the Agreement entered into by the School Division and the Association attached hereto as the collateral agreement.
2. All Teachers covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
3. The cost of the MPSE Dental and EHB Plan(s) will be paid by the School Division in accordance with the terms and conditions of the MPSE Dental and EHB Plan(s) Agreement.
4. The School Division agrees that the School Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Teacher will be the monthly rate for family coverage (that is, entitlement to coverage for an Teacher, their spouse/partner, and their dependent children), having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Teacher may elect, in the prescribed form, for reduced coverage as permitted under the terms of the MPSE Dental and EHB Plan(s) in which case the School 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 Teacher and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an 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 MPSE Dental and Extended Health Plan(s) to coverage for an Teacher only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an 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 group extended health plan and dental coverage, shall receive an amount equal to the monthly rate for family coverage.

8.03 MTS SHORT TERM DISABILITY BENEFITS PLAN

The School Division agrees to administer The Manitoba Teachers' Society Short Term Disability Benefits Plan effective on the date of signing, under the following terms and conditions:

- 1. The School Division shall deduct from Teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- 2. All eligible Teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- 3. Any Teacher entering the School Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from their salary the amount of premiums specified by the Plan.
- 4. The School Division's responsibility with respect to the administration of this Plan, shall be limited to the following:
 - a) Deducting premiums from the Teachers;
 - b) Enrolling newly hired Teachers in the Plan;
 - c) Completing a premium statement to accompany premium remittances;
 - d) Distributing plan information to Teachers from time to time;
 - e) Completing a Short Term Disability Notification Form and submitting it to the Plan when a Teacher has been absent from teaching and where the sickness or disability may result in the filing of a claim(s) or benefit(s), as per the requirement of the plan.
- 5. Save and except for the express responsibilities set out in Article 8.03 4., the Society acknowledges and agrees that the School Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.

6. the Society shall indemnify and save the School Division from any and all losses, costs, liabilities, or expenses suffered or sustained by the School Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
7. The Association will continue to receive five twelfths (5/12) of the EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

8.04 MTS LONG TERM DISABILITY BENEFITS PLAN

1. The School Division shall deduct from Teachers' salaries the full premium costs prescribed by the MTS Disability Benefits Plan (the Plan) and shall forward such premiums on a monthly basis to the Plan.
2. All Teachers shall be enrolled and participate in the Plan, in accordance with the terms and conditions of the Plan.
3. Any eligible Teacher on a limited term or general teaching contract over forty (40) days in length and over 0.3 FTE who enters the School Division's employ shall be enrolled in the Plan and shall have deducted monthly from their salary the amount of premiums specified by the Plan.
4. The School Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - a) Deducting premiums from the Teachers;
 - b) Enrolling newly hired Teachers in the Plan;
 - c) Maintaining records of the Teachers who are and are not insured, including maintaining files of late applicants, Teachers whose coverage was rejected on late application, and Teachers whose coverage has terminated on leaving the School Division;
 - d) Completing a premium statement to accompany premium remittances;
 - e) Distributing plan information to Teachers from time to time;
 - f) Completing the Disability Notification Form and submitting it to the Plan after a Teacher has been absent ten (10) consecutive days and where the sickness or disability may result in the filing of a claims for benefits;
 - g) Reporting to the Plan salary changes for Teachers in receipt of benefits.
5. Save and except for the deduction and remittance of premiums, and the express responsibilities set out in Article 8.04 4., the Society acknowledges and agrees that the School Division neither has nor assumes any responsibility whatsoever to any aspect of this Disability Benefits Plan administered by the Society.
6. The Society shall indemnify and save harmless the School Division from any and all losses, costs, liabilities or expenses suffered or sustained by the School Division as a result of any claim

or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

8.05 EARLY NOTICE RETIREMENT INCENTIVE PLAN

School Divisions may from time to time provide an incentive program for Teachers to provide advance notice of a Teacher's retirement date as part of the School Division's human resource strategy. The details of this plan shall be discussed with the local Association for consultation and input.

When an Early Retirement Incentive Plan (ERIP) is implemented, it will be for a specific demonstrable need and for a finite time period. The ERIP shall not automatically renew unless the Parties mutually agree to extend or modify it.

The Parties agree that the incentive components of a School Division's ERIP may vary from year to year and that different School Divisions who choose to implement an ERIP may be different from one another.

8.06 PERSONAL PROFESSIONAL DEVELOPMENT FUND

Anywhere that a School Division and Association have a jointly administered professional development fund in their 2018-2022 Collective Agreement shall continue to operate the fund with funding provided by the School Division. Appendix #6 includes all current professional development provisions in previous local collective agreements.

ARTICLE 9 – SUBSTITUTES

9.01 RATES

CHART 1 for 2024/2025 and 2025/2026 (with GPI factored in)

Division		Fall Term 2024	Fall Term 2025	February 1, 2026
Beautiful Plains				
	Certified	173	210	212
	Uncertified		168	169
Border Land				
	Certified	192	212	214
	Uncertified	141	169	171
Brandon				
	Certified	186	191	193
	Uncertified		153	154
Evergreen				
	Certified	185	210	212
	Uncertified	167	172	173
Flin Flon				
	Certified	222	228	231
	Uncertified	174	183	184
Fort la Bosse				
	Certified	172	191	193
	Uncertified	133	153	154
Frontier				
	Certified	191	228	231
	Uncertified	139	183	184
Garden Valley				
	Certified	177	212	214
	Uncertified	151	169	171
Hanover				
	Certified	206	212	214
	Uncertified	165	169	171
Interlake				
	Certified	193	210	212
	Uncertified		168	169
Kelsey				
	Certified	181	221	223
	Uncertified		177	179
Lakeshore				
	Certified	178	210	212
	Uncertified	136	168	169
Lord Selkirk				
	Certified	202	210	212
	Uncertified		168	169
Louis Riel				
	Certified	217	224	237
	Uncertified	183	188	190
MITT				

	Certified	204	210	212
	Uncertified			
Mountain View				
	Certified	182	191	193
	Uncertified	154	153	154
Mystery Lake				
	Certified	238	245	248
	Uncertified	168	196	198
Park West				
	Certified	179	191	193
	Uncertified	145	153	154
Pembina Trails				
	Certified	216	235	237
	Uncertified	184	188	190
Pine Creek				
	Certified	178	210	212
	Uncertified	145	168	169
Portage la Prairie				
	Certified	182	210	212
	Uncertified		168	169
Prairie Rose				
	Certified	183	212	214
	Uncertified	147	169	171
Prairie Spirit				
	Certified	179	212	214
	Uncertified		169	171
Red River Valley				
	Certified	201	212	214
	Uncertified	175	181	182
River East Transcona				
	Certified	219	235	237
	Uncertified	155	188	190
Rolling River				
	Certified	179	191	193
	Uncertified		153	154
Seine River				
	Certified	217	223	226
	Uncertified	187	192	194
Seven Oaks				
	Certified	222	235	237
	Uncertified		188	190
Southwest Horizon				
	Certified	175	191	193
	Uncertified	131	153	154
St-James Assiniboia				
	Certified	208	235	237
	Uncertified	161	188	190
Sunrise				

	Certified	204	210	212
	Uncertified	153	168	169
Swan Valley				
	Certified	179	191	193
	Uncertified		153	154
Turtle Mountain				
	Certified	174	191	193
	Uncertified	149	153	154
Turtle River				
	Certified	166	191	193
	Uncertified	121	153	154
Western				
	Certified	173	212	214
	Uncertified	137	169	171
Whiteshell				
	Certified	176	210	212
	Uncertified		168	169
Winnipeg				
	Certified	228	235	237
	Uncertified	164	188	190
Vacation pay is included in the above rates.				

CHART 2 (with GPI factored in) - Effective last day of Collective Agreement to be implemented at the start of the September 2026 School Year.

The per diem rates for substitute Teachers shall be as follows:

Harmonized Rates - Effective July 1, 2026		
	North	South
Certified	\$247.57	\$237.36
Uncertified	\$198.05	\$189.88

Vacation pay is included in the above rates.

9.02 EXTENDED SUBSTITUTE TEACHING

A period of substitute teaching of at least six (6) consecutive working days in the same assignment shall be termed extended substitute teaching.

Upon commencement of the sixth (6th) day, a substitute Teacher shall be paid for each day taught at the per diem rate. This rate of pay shall be retroactive to the first (1st) day of the teaching assignment and shall continue in effect until the end of that specific teaching assignment.

9.03 TIMETABLE

The timetable for a substitute Teacher shall normally be the same as the timetable of the Teacher who is being replaced unless otherwise determined at the time of the assignment or except in unforeseen circumstances. For substitutes in an extended substitute teaching assignment, *Article 6.01 Preparation Time* shall apply.

9.04 REASSIGNMENT

1. A substitute Teacher who is called for a half (1/2) day assignment, who reports, and who finds that their services are not required, shall be offered an alternative teaching assignment and shall be paid a half (1/2) day's pay for reporting for duty.
2. A substitute Teacher who is called for a full day assignment, who reports, and who finds that their services are not required, shall be offered an alternative teaching assignment and shall be paid a full day's pay for reporting for duty.

9.05 EMERGENCY EVENTS – PROTECTION OF PAY

On the day of an emergency closure of a school or early dismissal for emergency reasons, substitute Teachers will be paid what they would have earned if the school had not closed. In the event of such occurrence, a substitute may, at the discretion of the School Division, and where practical to do so, be reassigned to another location.

9.06 LIMITED TERM TEACHER – GENERAL CONTRACTS

A substitute Teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General Contract, unless the return of the regular Teacher or conclusion of the substitute assignment is within five (5) working days.

9.07 NO BREAK IN SERVICE

Administration days, professional development days and unplanned school closures shall not constitute a break in continuity during an extended substitute teaching assignment and shall be included in the number of consecutive days employed for the purpose of this Article.

9.08 SICK LEAVE

1. A substitute Teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in the same assignment in a School Year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment.
2. Sick leave shall not be accumulated from assignment to assignment.
3. Assignment shall mean consecutive teaching days in one (1) position.
4. The use of sick leave with pay shall not constitute an interruption of the extended substitute teaching assignment.

9.09 ON-THE-JOB INJURY

Entitlement to accrued sick leave or on-the-job injury entitlement ceases upon the last day prior to the return of the Teacher being replaced in the assignment.

9.10 LEAVES FOR OTHER REASONS

Where during an extended substitute teaching assignment, the substitute Teacher becomes unavailable to work due to emergency or death in the substitute Teacher's immediate family, the substitute will be granted unpaid leave. Where the substitute Teacher is able to return to the same extended assignment the days of leave shall not constitute a break in substitute teaching.

Immediate family shall be defined as per *Article 7.04 Compassionate and Bereavement Leave*.

9.11 PROFESSIONAL DEVELOPMENT

A substitute Teacher who is not on an extended substitute teaching assignment and wishes to attend a School Division or school based professional development day may make a request to do so with the Superintendent or designate. The School Division has the discretion to approve or deny such request. If approved, attendance will be without pay and will not bridge two separate substitute assignments together for days under *Article 9.02 Extended Substitute Teaching*.

9.12 IN-SERVICE PAY

Substitute Teachers, when requested by the School Division to attend divisional in-services, will receive the substitute daily rate prorated for half day or full day depending on the length of the in-service; or, shall receive their rate as per *Article 9.02 Extended Substitute Teaching* if the substitute Teacher is on an extended substitute assignment.

9.13 MILEAGE ALLOWANCE

A School Division shall reimburse each substitute Teacher the same travel reimbursement rate normally received by the Teacher being replaced for travel between an assignment involving two or more schools or work sites within a School Division's jurisdiction.

9.14 PAYMENT OF SALARY

Substitute Teachers shall be paid on a semi-monthly basis, with a one (1) pay period holdback.

9.15 DEDUCTION OF PROFESSIONAL FEES

All substitute Teachers shall be required to pay the fees of the Society and the Association. Such fees shall be deducted and be pro-rated on the basis of the number of days worked in that specific pay period. The School Division shall provide the collected fees no later than the 15th day of the following month. Any operational change that a School Division makes regarding the implementation of this clause shall be effective no later than the start of the 2025/2026 School Year.

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

The Association shall indemnify and save harmless the School Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of local Association fees or the Society fees.

9.16 GRIEVANCE PROCESS

The only matters that may be grieved under *Article 5.13 – Grievance Process* by a substitute Teacher or the Association on behalf of the substitute Teacher are the provisions of *Article 9 Substitutes*, and the substantive rights and obligations of employment related and human rights statutes to the extent they are incorporated into this Collective Agreement.

9.17 PROVISIONS THAT APPLY

The provisions of the Collective Agreement do not apply to substitute Teachers except as expressly provided for in Article 9 – *Substitutes* and the following articles:

- Article 1.01 - Purpose
- Article 1.02 – Definitions
- Article 1.03 - Scope
- Article 1.04 - Effective Period
- Article 1.07 - Obligation to Act Fairly
- Article 2.01 - Educational Qualifications

Article 2.07 - Letter of Authority and Permit
Article 2.09 - Increments
Article 3.01 - Salary Schedule
Article 5.01 - Harassment
Article 5.02 - Freedom from Violence
Article 5.04 – Non-Emergent Medical Procedures
Article 5.05 - Inclement Weather
Article 5.10 - Right to Representation
Article 5.14 - Complaints
Article 5.15 - Discipline
Article 6.01 - Preparation Time
Article 6.02 - Length of Instructional Day
Article 6.03 - Lunch Period
Article 7.03 – On-the-job Injury – see also 9.09

LOU – Protection of Principal Division Initiated Transfer

Effective September 3, 2024

If a School Division transfers a Principal to another school that has a lesser administrative allowance, and the reason for the transfer is not related to performance reasons, the allowance for the Principal shall be red circled for up to two (2) years.

Should the individual apply for another administrative position and receive the position, the allowance will no longer be as per the paragraph above and the individual will receive the allowance for the new position.

This letter of understanding is in effect until such time as a new Administrative Allowance is negotiated.

Dated at Winnipeg, Manitoba, this 27th day of August, 2024.

SIGNED AND AGREED on behalf of the Manitoba School Boards Association:



Justin Rempel, Director
Human Resource Services & Provincial Bargaining

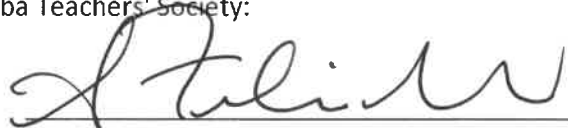


Colleen Carswell, Co-Chair & Trustee



Patricia Wiebe, Co-Chair & Trustee

SIGNED AND AGREED on behalf of The Manitoba Teachers' Society:



Arlyn Filewich, Lead Negotiator



Nathan Martindale, President



Joel Swaan, Chair
Provincial Bargaining Committee