

Nisichawayasi Nehetho Culture  
And Education Authority

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Nelson House Teachers' Association

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**COLLECTIVE AGREEMENT**

August 1, 2013

to

July 31, 2018

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## **ARTICLE 1.00 – PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement") between The Nisichawayasi Nehetho Culture and Education Authority Inc., (hereinafter referred to as the "Education Authority") and the Nelson House Teachers Association (hereinafter referred to as the "Association") to promote and improve working relations between the Education Authority and the Association, to establish a salary schedule, to establish conditions of employment, and to provide a basis upon which both parties may improve the professional services rendered to the children of the Nisichawayasihk Cree Nation.

## **ARTICLE 2.00 – MANAGEMENT RIGHTS**

The Association recognizes and acknowledges management rights. This Agreement in no way restricts the power and authority of the Education Authority in its capacity as an agent of the Incorporated Community of Nelson House and the Nisichawayasihk Cree Nation, except to the extent specifically provided for in the Agreement and in The Canada Labour Code.

## **ARTICLE 3.00 – BARGAINING AGENT RIGHTS**

The Education Authority recognizes the Association as the sole bargaining agent for all teachers in the employ of the Education Authority described in the Federal Bargaining Certificate issued May 24, 1983, File Number 555-1861 and in subsequent correspondence with The Canada Industrial Relations Board.

## **ARTICLE 4.00 – EFFECTIVE PERIOD**

4.01 This agreement shall come into force and take effect as of the first day of August 2013 and shall remain in effect through July 31, 2018 and shall automatically renew itself thereafter from year to year unless either party gives the other written notice of a desire to replace or amend this Agreement. Notice shall be given by either party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry of the term of the Agreement. At such time as may be mutually agreed upon, representatives of the Association and the Education Authority shall meet for the purpose of commencing negotiations.

4.02 Within fifteen (15) working days after notice has been given by either party indicating a desire for the renewal of, the amendment of, or the negotiation of a new Agreement; the parties must meet to set a date for the exchange of proposals. The fifteen (15) day limit may be extended by mutual consent of both parties.



## **ARTICLE 5.00 – CLASSIFICATION**

### **5.01 – TEACHER CLASSIFICATION**

For the purpose of this Agreement, teachers shall be classified according to Manitoba Regulations 515/88 of The Educational Administration Act, except as herein provided for in this Agreement.

Teachers will be increased one (1) increment each teaching year until they reach the grid maximum, once they have provided evidence of classification as per Article 5.04.

### **5.02 – TEACHING EXPERIENCE**

Teaching experience shall be recognized in accordance with the following criteria:

(i) When a teacher has reached 180 days of teaching experience his/her salary shall be increased to be commensurate with experience.

(ii) It is the sole responsibility of each individual teacher to provide his/her relevant documentation to the Education Authority, as required by the Professional Certification and Student Records Unit.

### **5.03 – ADDITIONAL QUALIFICATIONS**

A teacher who has improved his/her qualifications shall be paid retroactive salary related to said increased qualifications effective the first day of the month following completion of the course work, provided that the teacher submits his/her verification of improved qualifications within two (2) months of obtaining the academic credit. Otherwise, the teacher's increase will take effect only after his/her verification of improved qualifications has been provided by the Department of Education, Manitoba.

### **5.04 – PROOF OF CLASSIFICATION**

Any teacher who does not provide proof of classification upon the commencement of his/her employment, shall be paid a salary equivalent to Level Four (L4) with zero (0) years teaching experience until such time evidence of classification is provided. Upon proof of classification, the Education Authority shall adjust the teacher's salary accordingly, retroactive to his/her first day of employment. All evidence of experience and qualifications, as recognized by the Professional Certification and Student Records Unit of Manitoba Education must be submitted by the teacher to the Education Authority Finance Comptroller prior to June 15 of each teaching year in order to be credited in that teaching year.

## **ARTICLE 6.00 – TEACHER SALARY SCHEDULE**

### **6.01 – SALARIES**

Teachers shall be paid according to the following salary schedule as negotiated from time to time between the Education Authority and the Association.

### **6.02 (a) – SALARY & PAY SCHEDULE**

#### **(i) PAY SCHEDULE:**

Teachers shall be paid for the period August 1<sup>st</sup>, 2013 to and including July 31<sup>st</sup>, 2018

(ii) Newly hired teachers will be paid from September to August. Salaries for these teachers shall be based upon one twenty-sixth (1/26) of their gross salary applicable, per pay period, commencing September 1 of the school year.

These teachers shall receive salary retroactive to August on the first pay period in December of the school year.

(iii) Salaries for teachers shall be based upon one twenty-sixth (1/26) of their gross salary applicable, per pay period, commencing with the first pay period in August or with the first pay period upon employment with the Education Authority.

(iv) Teachers returning as an employee of the Education Authority following the summer break will continue to receive their salary on a bi-weekly basis without interruption during the summer break.

(v) Teachers beginning their employment with the Education Authority at any time after the school year has commenced will be paid on a basis determined by the amount of time remaining in the contract year. Salary payments will begin on the first pay period following those teachers' placements in the classroom and will end with the final salary payment of the contract year.

#### **(vi) PAYMENT ON TERMINATION**

If a teacher's employment is terminated by notice, the final payment to that teacher shall be adjusted so that the teacher shall receive, for that portion of the school year taught, such fraction of his/her salary for the school year as the total number of days taught is to the number of days in the current school year, and as agreed upon by the Education Authority and the Association.

#### **(vii) STATEMENT OF REIMBURSEMENTS OF DEPOSITS & SICK LEAVE PAYOUT**

The Education Authority shall provide a detailed statement of damage deposits, key reimbursements and sick leave payout for each employee leaving Education Authority. Any payout on deposits shall not be taxable.

(viii) FORWARDING ADDRESS

All transactions related to the event of termination shall be completed and forwarded to the teacher within ten working days, provided a forwarding address has been provided to the Education Authority by the departing teacher, to complete such transactions.

**6.02 (b) – DAILY RATE OF PAY FOR TEACHERS**

The daily rate of pay for each teacher shall be calculated using the following formula:

$$1/N \times \text{Annual Salary}$$

N = number of teaching days in the school year as designated by the Department of Education, Manitoba.

**6.03 – PART TIME TEACHERS**

Part time teachers shall be teachers hired on a part time basis one-quarter (1/4) time, one-half (1/2) time or three-quarter (3/4) time, and shall receive payment and benefits according to the terms of this Agreement on a pro-rata basis. In the same manner, when necessary, part time teachers shall be hired on a one-tenth (1/10th) scale, for example “.1, .2, or .3,” and so on.

Term teachers shall be teachers hired for a specific term (e.g. for a teacher who is on a Leave of Absence), and shall receive payment and benefits according to the terms of this Agreement on a pro-rata basis.

**6.04 – SUBSTITUTE TEACHER SALARY**

For the purposes of this Agreement, a substitute teacher shall be recognized as follows:

1. Uncertified substitute teachers, those teachers not holding a valid Teaching Certificate as issued by Teacher Certification, Manitoba Education, shall be paid one hundred and thirty five dollars (\$135.00) per day.
2. An uncertified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined by the Department of Manitoba Education of classification level three (L3), with zero (0) years teaching experience, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.
3. A certified substitute teacher shall be a teacher who holds a valid teaching certificate as issued by Teacher Certification, Manitoba Education and shall be paid a rate of one hundred and sixty five dollars (\$165.00) per day.

4. A certified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined by the Department of Manitoba Education of the classification and level verification of that teacher, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.

#### **6.05 – EVENING & SUMMER CLASSES**

A teacher who is requested and agrees to teach in an evening or summer school classroom shall be paid at the rate of One (1) One-thousandth (1/1000th) of the annual salary of that teacher, per hour. Such payments will not be subject to pension contributions or any other benefits that provided by the Education Authority. Only mandatory deductions for CPP, EI and Income Taxes where applicable will be made.

#### **ARTICLE 7.00 – FIELD TRIPS**

Expenses for pre-approved field trips will be reimbursed by the Education Authority provided original receipts for such expenses are presented by that teacher to the Education Authority for reimbursement.

#### **ARTICLE 8.00 – DUTY FREE LUNCH**

Teachers will be provided with an un-interrupted fifty-minute lunch break of the 60 minute lunch period.

#### **ARTICLE 9.00 - PREPARATION TIME**

##### **9.01**

The Education Authority shall provide a minimum of two hundred and forty (240) minutes of preparation time for each full time teacher per six (6) day cycle, excluding recess and the mid-day intermission (lunch).

##### **9.02**

Teachers shall not be responsible for students during their preparation time. Any time within a teacher's instructional day that does not involve the teaching and/or supervision of and/or consulting with students shall be considered preparation time.

### 9.03

(i) A banking system shall be in place so that any teacher who is not allowed the 240 minutes of preparation time for each six day cycle due to operational requirements, shall be required to bank that time;

(ii) Under normal circumstances banked time shall be taken as soon as possible after being banked, as scheduled by the Education Authority at such convenient time as operations may allow; and

(iii) In the event that banked time cannot be taken by the end of the school year, such banked time shall be paid out at the applicable rate.

## **ARTICLE 10.00 - PROFESSIONAL FEES**

### **10.01 - PAYMENT OF UNION DUES**

a) Compulsory check off of union dues, as provided by Section 70 of the Canada Labour Code shall apply.

b) The Manitoba Teachers' Society Membership fees shall be deducted from every teacher.

c) The Provincial fees shall be deducted in twenty-six (26) equal bi-weekly payments, beginning in September of each year, according to the scale of fees established by the Manitoba Teachers' Society, and shall be forwarded to the Society monthly. Each monthly statement to the Society shall include the name of the teacher and the amount of the bi-weekly union dues deducted for each teacher during the month.

d) The Association (local) fees shall be deducted in two (2) payments at the end of October, and end of February, for all full and part-time teachers hired on contract, according to a scale of fees established by the Association, and remitted to the Association. For teachers hired on contract during the school year their NHTA fees will be collected, prorated, at the end of their first month of employment.

e) The Association shall indemnify and save harmless the Education Authority from any and all loses, costs, liabilities or expenses suffered or sustained by the Education Authority as a result of any claim or legal action arising from the deduction of local Association fees or Manitoba Teachers' Society fees.

f) The Association and the Society shall indicate to the Education Authority in August of each contract year, the amount of fees due to the Association and the Society and the Education Authority will make deductions in such amounts for each teacher employed under the terms of the Collective Agreement.



The Education Authority will forward to the Society each monthly installment due, not later than fifteen (15) working days after the end of the month.

#### **ARTICLE 11.00 - EXECUTIVE LEAVE**

An executive representative of the NHTA who is called to attend Association business, shall be excused from his/her teaching duties on condition that a minimum of two weeks prior notice is given and shall earn his/her regular teaching salary during such day(s) of his/her absence. The maximum number of days the executive body may attend on Society business, in any one school year, shall not exceed thirty (30) days in aggregate per school year. The Education Authority will submit invoices to the Manitoba Teacher's Society for the costs of a substitute teacher during the Executive Association Member's leave.

#### **ARTICLE 12.00 - BEREAVEMENT LEAVE/COMPASSIONATE LEAVE**

a. Each teacher shall be allowed Bereavement Leave without loss of salary up to 5 (five) teaching days in the event of death of any immediate family member.

b. (i) Immediate family to include father, stepfather, mother, stepmother, sister, brother, son, stepson, daughter, stepdaughter, spouse, aunt, uncle, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, great-grandparent, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, grandchild, great-grandchild, son-in-law, daughter-in-law.

(ii) A teacher shall be allowed up to an additional two (2) teaching days without loss of salary where travel is required to attend a death outside of Thompson for an immediate family member as listed in b. (i)

c. In the event of the death of a person not listed above, Compassionate Leave may be granted at substitute cost whether a substitute is required or not.

d. Additional leave for compassionate reasons may be granted at the discretion of the Education Authority. In all cases, the teacher shall notify the Education Authority thereof prior to taking such leave. The Education Authority reserves the right to request evidence from a physician for any absences allowed herein.

#### **ARTICLE 13.00 – LEAVE OF ABSENCE**

1. Discretionary leave of absence, without pay, may be granted, by the Education Authority, upon a written request by a teacher who has completed a minimum of five (5) consecutive years of service with the Education Authority, provided his/her



request is received prior to March 31 in any contract year. Not more than two (2) members of the teaching staff shall be on a leave of absence in any one (1) contract year.

2. A teacher who is returning from a leave of absence, shall, whenever possible, be placed in the position he/she held prior to his/her commencement of the leave of absence. When that is not possible, consideration will be given to placing the returning teacher in a position that is comparable to the position previously held by that teacher.

#### **ARTICLE 14.00 – MATERNITY/PARENTAL LEAVE**

The Canada Labour Code shall apply to all family leaves. The Education Authority shall provide a supplementary benefits plan, for a teacher going on family leave, sufficient to ensure that the teacher shall suffer no loss of salary or benefits during the two (2) week waiting period prior to Employment Insurance benefits becoming payable.

#### **ARTICLE 15.00 – SICK LEAVE**

(i) Each teacher shall be credited with twenty (20) teaching day's sick leave with full salary at the beginning of each year of continuous employment as a teacher with the Education Authority.

(ii) A teacher may accumulate up to a maximum of two hundred (200) un-used sick leave days. A teacher will not be entitled to accumulate sick leave during any Sabbatical Leave. The Education Authority shall include on the bi-weekly pay stub the used and un-used sick time accumulated.

(iii) Additional days may be granted at the discretion of the Education Authority.

(iv) A teacher shall be entitled to use banked sick leave to a maximum of ten (10) days to attend to the medical needs of a parent, spouse/common-law spouse, child, mother-in-law, father-in-law, brother, sister, grandparent or grandchild. Additional days may be granted at the discretion of the Education Authority.

(v) This Article shall become effective on August 13<sup>th</sup>, 2013, with the exception of un-used sick leave from the 2005-2013 school years, which will be carried forward to form part of the credited sick leave set out in Article 15.00 above. The earliest date upon which a teacher will qualify for sick leave payout will be after one (1) full year of service following the implementation date of this clause.

(vi) Upon a teacher's death, retirement or termination of employment, either the teacher or his/her designated beneficiary of record with the Education Authority will be entitled to receive a lump sum payment representing a percentage of un-used sick leave, to a

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maximum of one hundred and fifty (150) days. The lump sum payment shall be based upon the teacher's salary in his/her last year of employment.

(vii) A lump sum of accumulated sick leave payments to a maximum of one hundred and fifty (150) shall be set as follows based on the final year of employment.

18% First year  
20% Second year  
20% Third year  
22% Fourth year  
25% Fifth year  
30% Sixth year  
35% Seventh year  
45% Eighth year  
50% Ninth Year  
75% Tenth year  
100% Over the tenth year

For the purposes of (vii), a teacher shall only be entitled to a pro-rated portion of the sick leave payout from the portion of the current year if the teacher leaves the current year part way through the year.

(viii) Effective August 1<sup>st</sup>, 2005, short term disability coverage will become effective on the sixteenth (16<sup>th</sup>) calendar day of the teacher's absence due to illness.

(ix) In the event Article 15 in this Agreement is deleted from any future agreement between the Association and the Education Authority, it is agreed that the Authority shall pay out banked sick days on either February 15<sup>th</sup> (for teachers ending employment in November), and July 31<sup>st</sup> (for teachers ending employment in April).

#### **ARTICLE 16.00 - PERSONAL LEAVE**

**16.01** Four (4) days in a teacher's contract year shall be designated as "personal leave" days. All personal leave must be requested by the teacher, in writing, and approved by the principal or the principal's designate. All personal leave must be submitted for approval not less than five (5) days prior to any personal leave being taken by the teacher.

**16.02** One day of personal leave may be carried over to the next school year.



## **ARTICLE 17.00 - EXTRA-CURRICULAR**

Participation in Extra-Curricular activities by any teacher is voluntary.

## **ARTICLE 18.00 – RELIGIOUS/SPIRITUAL LEAVE**

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

Teachers shall not absent themselves from duty for reason of religious holy days without first notifying the Director of Education or designate.

The following notification period shall apply:

- i. Teachers on staff requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year.
  - ii. In instances where religious holy leave days are required prior to September 30 in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day(s) falls within the first ten (10) working days of the school year where notice shall not be less than five (5) working days.
2. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

## **ARTICLE 19.00 – SABBATICAL LEAVE**

Upon having taught ten (10) consecutive years with the Education Authority, a teacher may be granted a sabbatical leave, subject to approval by the Education Authority for the purpose of study. Application for sabbatical leave must be received by the Education Authority by March 31st of the contract year, for the leave to begin in the following school/contract year. Any sabbatical leave granted shall be subject to the following terms:

1. A teacher shall be granted a sabbatical leave for a period of either one (1) or two (2) years. Approval of any sabbatical leave shall be based upon the needs of the school and subject to the teacher and the Education Authority reaching mutually agreeable terms relative to the position to which the teacher shall return upon the expiration of the sabbatical leave.

2. The sabbatical leave payment shall be payable only for the first year of leave and payable to the teacher who is granted the sabbatical leave. Sabbatical leave payment shall be in lieu of any salary that would have been paid by the Education Authority to the teacher. Sabbatical leave payments shall be paid to the teacher as set out in the following payment scale:

Years of Continuous Service	% of Salary	Years of Service Owing Following Sabbatical Leave
10	55%	3
11	60%	3
12	65%	2
13	70%	2
14	75%	1

3. Sabbatical leave payments shall be made in accordance with terms to be agreed upon by the teacher and the Education Authority.

4. Sabbatical Leave shall not constitute a break in employment.

5. The sabbatical leave period shall not be counted towards a year or years of experience for the purpose of salary grid increments.

6. No more than one (1) teacher on staff, as of June 30 of the previous teaching year shall be granted sabbatical leave in a contract year.

7. The teacher shall agree to return to the employ of the Education Authority upon expiration of the sabbatical leave and shall undertake not to resign or retire from his/her teaching position with the Education Authority for the period of time indicated as owing and set out in Clause 2 above. If this agreement is broken by the teacher, the teacher will reimburse the Education Authority, on a pro-rata basis for all monies paid to him/her for the purposes of the sabbatical leave taken.

If this agreement is broken by the Education Authority, the returning teacher will not be required to reimburse the Education Authority for any monies paid to him/her for sabbatical leave purposes.

8: If this agreement is broken by the Education Authority, the returning teacher will not be required to reimburse the Education Authority for any monies paid to the teacher for sabbatical leave purposes.

9: In the event the teacher on sabbatical leave dies before returning to work and completing the service required after the sabbatical leave, any monies paid to the deceased teacher will not be recoverable by the Education Authority.

## **ARTICLE 20.00 – PROFESSIONAL DEVELOPMENT FORMULA**

1: The Education Authority agrees to contribute the equivalent of one and one-half percent (1.5%) of the teacher's salaries into a Professional Development Fund for the sole purpose of the professional development of teachers. The Professional Development Committee shall administer the fund.

2: Each teacher will be advanced one (1) day's paid leave by the Education Authority for each day of professional development as funded by the Professional Development Fund, to a maximum of two (2) per school year.

3: The Professional Development Committee in consultation with the Director of Education shall have the ultimate responsibility and decision making authority in the administration of the professional development fund. All teachers must obtain the written permission of the Education Authority for any paid leave to be taken during regular teaching days.

4: The Treasurer of the Professional Development Committee shall, in accordance with current Education Authority Policy, provide an Annual Financial Report to the Education Authority before June 30<sup>th</sup> of the school year. Failure to comply will result in the delay of dues being transferred for the next school year.

## **ARTICLE 21.00 - DISCIPLINE**

The Education Authority shall not discipline a member bound by this agreement except for just cause. Any written reprimand, suspension or termination shall contain the reasons for the written reprimand, suspension or termination and shall be given to the teacher and the Association.

## **ARTICLE 22.00 – PROVISIONS FOR SETTLEMENT OF DISPUTES (GRIEVANCES)**

**22.01** The parties recognize that disputes may occasionally arise concerning the terms and conditions of this Agreement and such disputes shall be resolved through this grievance procedure.

**22.02** A grievance shall be defined as a written complaint by an employee or group of employees covered by this Agreement, or by the Association, that the Education Authority has violated a specific provision of this Agreement.

**22.03** The parties support the resolution of problems at the lowest possible level and to that end encourage informal discussions to resolve problems without the grievance procedure. Prior to initiating a grievance, the aggrieved party is encouraged to discuss the matter with their principal and maybe accompanied by the Association President. Resolutions from pre-grievance discussions, although final, shall not be precedential.

## **Step One - Grievance Procedure**

**22.04(a)** A Grievance must be filed in writing by the Association in the Office of the Director. The grievance shall state the pertinent facts of the case with reasonable particularity, including the section(s) of the Agreement allegedly violated, and the remedy or desired outcome that is sought. The date of the filing is the date the grievance is received at the Office.

**22.04(b)** The grievance must be filed within twenty (20) teaching days from the occurrence of the events giving rise to the grievance, or from the time at which the aggrieved individual should reasonably have become aware of the grievance. The Director (or designee) shall meet with the grievant and the Association within ten (10) teaching days of receiving the grievance. The Director (or designee) shall issue a written response to the grievance within five (5) teaching days of the meeting.

**22.04(c)** Resolution at the First Step, although final, shall not be precedential.

## **Step Two**

**22.05** If the Association is not satisfied with the Step One response, it may submit the grievance in writing to the Education Authority Board within five (5) teaching days after receipt of the Step One decision. The requirement of a meeting may be waived by mutual agreement. The Board may hold a hearing to discuss the grievance with the grievor together with an Association representative before giving a decision on the grievance. Such hearing shall take place within five (5) teaching days and a written response to the grievance shall be provided by the Board within five (5) teaching days following the conclusion of the hearing.

## **Step Three - Grievance Arbitration Process**

**22.06(a)** Within twenty (20) teaching days after receiving the Board's reply and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

**22.06(b)** Within ten (10) teaching days of a referral to arbitration the parties shall attempt to agree on a sole arbitrator.

**22.06(c)** In the event the parties cannot reach an agreement on a sole arbitrator, the parties shall appoint a three (3) person Arbitration Board. Both the Education Authority and the Association shall notify each other, within ten (10) teaching days of their appointee to that Arbitration Board. In turn, within ten (10) teaching days, the two (2) appointees shall select a third member who shall be the Chairperson of the Arbitration Board and without delay notify the Education Authority and the Association of the name of the Chairperson.

**22.06(d)** The Arbitrator so appointed shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.

**22.06(e)** The Arbitrator shall determine his own procedure, but shall provide full opportunity to all Parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute and render a written decision within thirty (30) calendar days from the time it holds its final meeting.

**22.06(f)** The final decision of the Arbitrators shall be final and binding and enforceable on all Parties and may not be changed, except that either Party may apply within five (5) calendar days to have the Arbitration reconvened within five (5) further days in order to clarify the decision.

**22.06(g)** Each Party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

**22.06(h)** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

In the event of extenuating circumstances the parties may extend the timelines in this Article by mutual agreement.

## **ARTICLE 23.00 – INSURANCE**

### **23.01 – GROUP INSURANCE**

All teachers commencing employment with the Education Authority must participate in the Group Life Benefits Plan. This plan will commence on the December 1 of the year of hire or three months following the date of hire.

1. Life insurance shall be calculated at two (2) times the teacher's annual salary. In the case of accidental death, the "double indemnity" principle shall apply.

Spousal insurance in the amount of \$10,000 and dependant's insurance in the amount of \$5,000 shall also be provided.

2. The cost of the Life Plan, Spousal Insurance and Dependand's Insurance shall be cost shared on a fifty-fifty (50/50) basis between the teacher and the Education Authority.

3. The cost of the Long Term Disability and the Weekly Indemnity insurance shall be paid one hundred percent (100%) by the teacher.

4. The cost of the Critical Illness Policy for Twenty-five Thousand Dollar (\$25,000.00) will be shared equally between the Education Authority and the teacher.

5. Any changes to any insurance plan shall only be made by mutual agreement between the Education Authority and the Association.

#### **ARTICLE 24.00 – DENTAL INSURANCE**

1. All teachers commencing employment with the Education Authority shall be required to participate in the Education Authority dental plan.

2. The cost of the dental plan coverage shall be paid one hundred percent (100%) by the Education Authority.

3. Any changes to the dental plan shall be made by mutual agreement between the Education Authority and the Association.

#### **ARTICLE 25.00 – EXTENDED HEALTH BENEFITS PLAN**

i) All teachers commencing employment with the Education Authority shall be required to participate in the Education Authority Extended Health Benefits Plan.

ii) The cost of the Extended Health Benefits Plan coverage shall be paid one hundred percent (100%) by the Education Authority.

iii) Any changes to the Extended Health Benefits Plan shall be made by mutual agreement between the Education Authority and the Association.

#### **ARTICLE 26.00 - PENSION PLAN**

Teachers commencing employment with the Education Authority shall be required to participate in the Education Authority's Registered Pension Plan effective the first day of hire. The rate of contributions shall be six percent (6%) from the teacher and six percent (6 %) from the Education Authority, effective January 1, 2002. The 1998 – 2000 Agreement, Clause 14.0 Pension Plan, shall remain in effect until the end of this contract.

The teacher's portion of the Pension Plan contribution shall be vested immediately upon employment of the teacher, effective April 1, 1989.

#### **ARTICLE 27.00 – EARLY RETIREMENT INCENTIVE PLAN**

The Education Authority shall offer an early retirement incentive to all teachers after completion of ten (10) years continuous employment, and subject to the number of



teachers participating in the early retirement incentive plan to a maximum of three (3) retirees in any teaching year.

The teacher being offered the early retirement incentive pay will be paid according to the following schedule in the school year after the early retirement incentive pay is offered and accepted by either the Education Authority or the teacher.

#### **PAY SCHEDULE**

1. At age fifty five (55) the teacher shall receive sixty percent (60%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
2. At age fifty six (56) the teacher shall receive fifty five percent (55%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
3. At age fifty seven (57) the teacher shall receive fifty percent (50%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
4. At age fifty eight (58) the teacher shall receive thirty percent (30%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.
5. At age fifty nine (59) the teacher shall receive twenty percent (20%) of his/her annual salary, payable in four (4) equal installments on the first (1) day of July, October, January and April.
6. At age sixty (60) and over the teacher shall receive a lump sum payment of ten thousand dollars (\$10,000.00), payable in one installment on the 1st day of July in the year of retirement of the teacher.

*For the purposes of the early retirement incentive plan, the teacher's age shall be defined as the age of the retiring teacher on his/her last day of employment with the Education Authority.*

It is mutually agreed that any teacher who participates in the early retirement incentive plan shall Not be re-employed in a full-time capacity by the Education Authority, Unless the early retirement incentive plan payments which have been paid to the retiree have been paid back in full to the Education Authority, prior to the commencement of any re-employment.

All Early Retirement Incentive Plan applicants who are authorized by the Education Authority shall retire effective the last day of the school year.

The Education Authority shall have the sole discretion to decide between all applicants who apply for early retirement benefits under the provisions of this Clause.

In the event of the death of a teacher who has been receiving benefits under the Early Retirement Incentive Plan, payments shall continue to be made in accordance with the Pay Schedule, to the Estate of the deceased teacher.

#### **ARTICLE 28.00 – STAFF MEETING**

Monthly staff meetings will be called with a minimum of twenty four (24) hours' notice.

The school day for students will be shortened to 2:30 p.m. and the staff meeting will not normally extend beyond 4:00 p.m.

Emergency staff meetings may be called on shorter notice if deemed necessary by the Administration.

#### **ARTICLE 29.00 – HOURS OF WORK**

(i) The instructional day, including contact time, shall be five (5) hours and thirty (30) minutes, not including the mid-day intermission (lunch period).

(ii) All teachers are required to attend their school no later than 15 minutes before the start of the school day, and not leave for the day until 5 minutes after the end of the school day.

(iii) There will be four designated elementary school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.

(iv) There will be two high school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.

(v) Scheduling of the teachers for bus duty will be done in agreement of the parties, as per the attached Letter of Understanding.

(vi) The purpose of bus duty is to ensure the safety of the children, and recognize that, should problems develop the parties will meet on a priority basis and in good faith to work towards resolving the problems –to ensure the safety of the children.



### **ARTICLE 30.00 – INCIDENTAL AND EARLY CLOSURES**

This Agreement recognizes the authority of the Education Authority to act in place of the Minister of Education for the Province of Manitoba in regards to approval of incidental school closures.

Such closures may arise due to road conditions, extreme weather conditions and/or other specific Aboriginal gatherings/celebrations/holidays determined at the discretion of the Education Authority.

This Agreement becomes fully in force and effect as of the 1<sup>st</sup> day of August, 2013, regardless of the date upon which it was signed by the parties to this agreement.

### **ARTICLE 31.00 SCHOOL YEAR**

The Education Authority, in consultation with the Association, sets the official school opening and closing dates.

The Education Authority and the Association will adhere to the guidelines as set by the Manitoba Department of Education in setting the school year.

The teachers' work year will be reported to the Teacher Certification and Records Branch and will reflect the requirements of the Manitoba Department of Education.

A minimum of one (1) administration day per reporting period shall be used for the purpose of writing reports.

### **ARTICLE 32.00 FREEDOM FROM VIOLENCE**

The Education Authority and the Association recognize the principle that all aspects of a teacher's working environment shall be free of physical violence, verbal abuse or the threat of physical assault. The parties to this agreement shall both make recognizable efforts to achieve this goal.

### **ARTICLE 33.00 OBLIGATION TO ACT FAIRLY**

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

## **ARTICLE 34.00 TEACHERS' CASE LOAD**

### **Elementary Grades**

K-8 teachers shall not be required to teach more than 25 students per class

### **Senior High Grades**

- Department and semi-departmentalized Schools: A full-time teacher's case load shall be limited to a maximum of 120 students. A part-time teacher is entitled to a pro-rated case load.
- Non-departmentalized Schools: A teacher's case load shall be limited to a maximum of 25 students per class.

### **Combined Grades or Multi-age Groupings**

Regardless of grade, where a teacher is assigned a combined or multi-grade or multi-age classroom, that teacher shall not be required to teach more than 20 students per class.

For Purposes of determining number of students in the above, the following shall apply:

Level 2 or Gifted Students = 2 students

Level 3 or higher students = 3 students

## **ARTICLE 35.00 TEACHER CONTRACTS**

1. Any Teacher offered employment by the Education Authority for a full school year shall be signed to a Teacher – General Contract.
2. "Full school year" shall be the minimum number of days required for a year of experience for teachers as recognized by Manitoba Education.
3. Teachers employed for less than a full school year may be employed under a Limited Term Teacher – General Contract.
4. Any Teacher employed for 180 aggregate days on Limited Term Teacher – General Contracts shall be signed to a Teacher – General Contract if employed by the Authority thereafter.
5. Any Teacher employed by the Education Authority on one or more Limited Term Teacher – General Contracts for an aggregate of 180 days, and who is thereafter signed to a Teacher – General Contract in accordance with this article shall receive recognition of actual service and seniority from the date of first hire and is entitled retroactively to sick leave accrued but not used since the date of first hire.

## **ARTICLE 36.00 CONSULTATION CLAUSE**

During the term or prior to the termination of this agreement, the parties shall, at the

request of either party, meet at least once every two months for the purpose of discussing issues relating to the workplace which affected the parties hereto or any employee bound hereby.

#### **ARTICLE 37.00 EVALUATION**

The evaluation of teachers shall be conducted by an Education Authority Administrator in a fair and reasonable manner and in good faith.

#### **ARTICLE 38.00 COMPLAINTS**

- A. When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- B. If these attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- C. Sub-section A. and B. shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Authority, or of a student or students, or of a teacher.
- D. The Board and its agents shall act fairly, reasonably and in good faith in dealing with complaints.
- E. For the purpose of this article, complaint shall mean an issue not related to the employer/teacher relationship.

#### **ARTICLE 39.00 INTEREST ON RETROACTIVE PAY**

The Authority shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. The interest to be calculated from the dates, which the monies would have been due on a monthly basis, to the date of the actual payment. This calculation is to be done on an average retro pay for a teacher.

The interest shall be computed at the rate equal to that paid by the Chartered Bank in Winnipeg on a Bonus Savings Accounts or Premium Savings Account.

#### **ARTICLE 40.00 RELOCATION ALLOWANCE**

Each full time teacher who has taught a minimum of 180 days in the current school year and has contracted to return the following September shall receive a travel allowance of \$900.00.

Regular part time teachers will be paid a partial travel allowance pro-rated on the basis of teaching time.

A Term teacher will be paid a partial travel allowance based on length of employment.

This Article shall be effective at the start of Fall Term 2016 and is available to new employees.

#### **ARTICLE 41.00 LAY-OFF CLAUSE**

In the event of reduction in teaching positions, the employer will lay-off teachers in accordance with their accumulated seniority with the employer. Teachers with the least seniority will be laid off first.

Teachers that are laid off will have the first right of refusal if positions become available with the employer. Teachers will be called back in the order in which they are laid off.

If a teacher obtains a teacher general contract teaching job in the province of Manitoba with another School Division, they shall resign from their employer.

Notification of lay-offs must be communicated to the teacher and Teachers' Association by May 1<sup>st</sup> in writing.

#### **ARTICLE 42.00 LIAISON COMMITTEE**

A Liaison Committee shall be appointed, consisting of four (3) representatives from the Association and four (3) representatives from the Education Authority. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. Meetings of the Committee shall be co-chaired by a representative of the Association and a representative of the Education Authority. A summary of discussions will be recorded and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

This Agreement becomes fully in force and effect as of the 1<sup>st</sup> day of August, 2013, regardless of the date upon which it was signed by the parties to this agreement.

Dated at Nelson House, Manitoba, this 13 day of Dec, 2016.

NISICHAWAYASI NEHETHO CULTURE AND EDUCATION AUTHORITY

Per: \_\_\_\_\_

Per: \_\_\_\_\_

NELSON HOUSE TEACHERS' ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

ADDENDUM 1

ATTACHED TO AND FORMING PART OF THE COLLECTIVE AGREEMENT

August 01, 2013 to July 31, 2018

Class 3	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
0	41216	42452	43726	45038	46389	47781
1	42960	44249	45576	46944	48352	49802
2	44713	46054	47436	48859	50325	51835
3	46458	47852	49287	50766	52289	53858
4	48196	49642	51131	52665	54245	55872
5	49948	51446	52990	54580	56217	57903
6	51685	53236	54833	56478	58172	59917
7	53436	55039	56690	58391	60143	61947
8	54367	55998	57678	59408	61191	63026
9	56915	58622	60381	62193	64058	65980

Class 4	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
0	50414	51926	53484	55089	56741	58444
1	53063	54655	56295	57983	59723	61515
2	55697	57368	59089	60862	62687	64568
3	58338	60088	61891	63748	65660	67630
4	60981	62810	64695	66636	68635	70694
5	63621	65530	67496	69520	71606	73754
6	66181	68166	70211	72318	74487	76722
7	68903	70970	73099	75292	77551	79877
8	71545	73691	75902	78179	80525	82940
9	74188	76414	78706	81067	83499	86004
10	76823	79128	81502	83947	86465	89059

Class 5	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
0	53856	55472	57136	58850	60615	62434
1	56501	58196	59942	61740	63592	65500
2	59143	60917	62745	64627	66566	68563
3	61794	63648	65557	67524	69550	71636
4	64433	66366	68357	70408	72520	74696
5	67009	69019	71090	73223	75419	77682
6	69727	71819	73973	76193	78478	80833
7	72372	74543	76779	79083	81455	83899
8	75012	77262	79580	81968	84427	86959
9	77156	79471	81855	84310	86840	89445
10	80321	82731	85213	87769	90402	93114

Class 6	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
0	56698	58399	60151	61955	63814	65729
1	59531	61317	63156	65051	67003	69013
2	62371	64242	66169	68154	70199	72305
3	65205	67161	69176	71251	73389	75590
4	68041	70082	72185	74350	76581	78878
5	70877	73003	75193	77449	79773	82166
6	73713	75924	78202	80548	82965	85454
7	76550	78847	81212	83648	86158	88742
8	79403	81785	84239	86766	89369	92050
9	82227	84694	87235	89852	92547	95324
10	85057	87609	90237	92944	95732	98604

**LETTER OF UNDERSTANDING  
BETWEEN  
THE NELSON HOUSE TEACHERS' ASSOCIATION  
-and-  
THE NELSON HOUSE EDUCATION AUTHORITY**

**RE: SCHOOL OVERCROWDING SITUATION**

The association and the division herewith agree that, due to exceptional circumstances, for the 2016-2017 school year, teacher agree to work in shifts with the middle school teachers teaching from 8:30 am to 2:30pm, and the high school teachers teaching from 2:30 pm to 8:30 pm, subject to the following conditions:

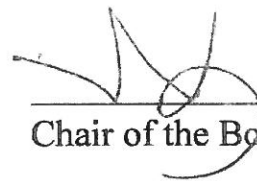
- 1 No teacher will teach longer than they did in the 2012-2013 school year.
- 2 All provisions of the Collective Agreement between the Nelson House Teachers' Association and the Nelson House Education Authority will apply to all teachers.

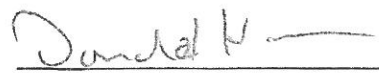
Dated at Nelson House, Manitoba, this 13<sup>th</sup> day of Dec 2016.

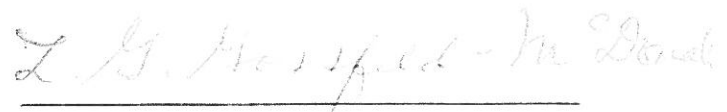
Nelson House Teachers' Association  
of The Manitoba Teachers's Society

Nelson House Education Authority

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
Negotiations Chair

  
\_\_\_\_\_  
Director of Education



LETTER OF UNDERSTANDING

Between

NISICHAWAYASIIHK NEHETHO CULTURE AND EDUCATION AUTHORITY INC. OR NNCEA

- and -

NELSON HOUSE TEACHERS' ASSOCIATION OR NHTA

October 11, 2016

Articles 39 and 40

Nisichawayasihk Nehetho Cultural and Education Authority Inc. (NNCEA) and Nelson House Teachers Association (NHTA) have reached the following agreements regarding Articles 39 and 40 of the 2013-2018 Collective Agreement.

**Article 39.00 Interest on retroactive pay**

This article is to be deleted from the collective agreement.

**Article 40 Relocation Allowance**

It has been agreed that the relocation allowance is only to be paid to new hires.

Article 40.00 is now to read:

All new full time teachers who are contracted to teach in excess of 180 days shall be paid a travel allowance of \$900.00 within a reasonable time upon entering the community.

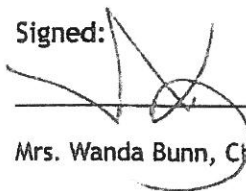
Regular part time teachers will be paid a partial travel allowance pro-rated on the basis of teaching time.

A term teacher will be paid a partial travel allowance based on length of employment.

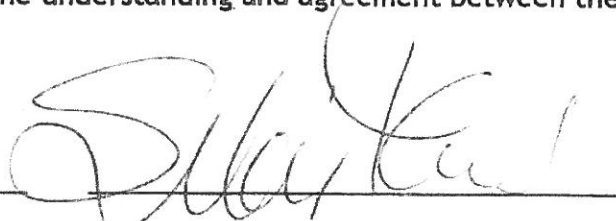
This article shall be effective at the start of Fall Term 2016 and is available to new employees.

THEREFORE the following shall confirm the understanding and agreement between the NNCEA and NHTA

Signed:



Mrs. Wanda Bunn, Chairperson of the NNCEA Inc.



Ms Stacey Maitland, President NHTA (acting)