



**WHITESHELL**  
SCHOOL DISTRICT 

July 1, 2018 – June 30, 2022  
COLLECTIVE AGREEMENT

BETWEEN

THE SCHOOL DISTRICT OF WHITESHELL  
(Hereinafter referred to as The District)

AND

THE WHITESHELL TEACHERS' ASSOCIATION  
(Hereinafter referred to as The Local Association)

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## ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this Agreement to provide a basis for both parties to improve the professional and educational services rendered to the school children and taxpayers of The School District of Whiteshell to promote and improve the working relations between The District and The Local Association, to establish a salary schedule and other conditions of work resulting from the operation of this Agreement.

## ARTICLE 2: EFFECTIVE PERIOD

### 2.01 Initial Agreement

Except as otherwise stated, this Agreement shall come into force and take effect as from the first day of July, **2018** and shall remain in effect to **June 30, 2022**. Thereafter, it shall remain in force unless either party gives the other a written notice by registered mail of a desire to terminate or amend this Agreement. This notice shall be given no less than sixty (60) days before the date upon which either party wishes the Collective Agreement terminated, or amended.

### 2.02 Amendments

Any amendment of this Agreement shall be effective from the first day of July following the giving of notice to amend or terminate, unless some other effective date is agreed to by both parties.

### 2.03 Final Settlement Provision

Section 103 of the Public Schools Act shall apply.

## ARTICLE 3: SALARIES

### 3.01 Classification

Except as may be otherwise provided therein, teachers shall be placed on the salary schedule according to the salary classification and verified teaching experience issued by the Professional Certification Section of The Administration and Professional Certification Branch of Manitoba Education and Training.

Where a teacher is hired who cannot be placed on the salary schedule according to the provision herein, a salary shall be negotiated between The Local Association and The District.

### 3.02 Improved Qualifications

Any change in salary due to a change in classification shall become effective the first day of the teaching month following the date on a "Verification of Classification" notice sent to the Superintendent and Secretary-Treasurer of The District from Manitoba Education and Training, with the exception that evidence filed in September, October, November or December, with respect to courses taken during the summer, will entitle the teacher to a salary adjustment as of the first day of the school year.

### 3.03 Allowances for Past Experience

The minimum rates as listed in Article 3.06 below are for teachers with less than one (1) year of teaching experience prior to joining The District staff.



3.04 **Permit Teachers and Teachers on Letter of Authority**

Permit teachers and teachers on Letter of Authority shall be placed on the basic salary scale one class below where they would be placed by Article 3.01 upon completion of professional training.

3.05 **Effective Date of the Annual Increment**

Teachers' annual increments as recognized under Article 3.01 shall become effective on the first day of the school year or on February first, whichever date follows the date on which the teacher completes a year of teaching experience as recognized by Manitoba Education.

3.06 **Salary Schedule**

The salary schedule effective **September 1, 2018** will be the salary schedule effective **June 30, 2018** modified as follows and shown in Appendix A.

|                           |       |
|---------------------------|-------|
| First Day Fall Term 2018: | 1.6%  |
| First Day Fall Term 2019: | 1.4%  |
| First Day Fall Term 2020: | 0.5%  |
| First Day Fall Term 2021: | COLA* |

\*COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.

3.07 **Regular Part-time Teachers**

Teachers employed under contract on a part-time basis shall:

- (a) Be paid according to their qualifications as established in Article 3.01.
- (b) Be paid at a rate based on the fraction of time employed.

When part-time teachers participate in regular school activities as requested by The District they shall receive 1/200 of their salary or portion thereof for the time spent over and above their regular scheduled teaching time during the school day. Activities eligible for such payment include staff meetings, parent-teacher interviews, field trips, professional development activities and any other school related business but NOT when employed as a substitute teacher.

3.08 **Administrative Allowance**

- (a) Principal's Allowance:

|              | Per Annum Per Teacher Supervised | Per Annum Minimum | Per Annum Maximum |
|--------------|----------------------------------|-------------------|-------------------|
| Sept.1, 2018 | \$841                            | \$9,287           | \$17,884          |
| Sept.1, 2019 | \$853                            | \$9,417           | \$18,134          |
| Sept.1, 2020 | \$857                            | \$9,464           | \$18,225          |
| Sept.1, 2021 | *COLA Increase                   | *COLA Increase    | *COLA Increase    |

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



- (c) In the absence of the Principal and vice-principal for one-half day or longer, one of the staff members shall be designated as Acting Principal. The teacher so designated shall, in addition to the teacher's regular salary, be paid whichever is greater:
  - (i) the pro rata at the daily rate of 1/400 of the annual principal's allowance for that school or,
  - (ii) the amount of \$16.24, increasing to \$18.00 in September 2015.

3.09 **Method of Payment**

- (a) Salaries shall be paid in twelve (12) payments on or before the 26<sup>th</sup> day of each month. In December and March the payment shall be made on or before the last teaching day of the month.
- (b) Salaries are earned on the basis of four-tenths (4/10) for the fall term and six-tenths (6/10) for the spring term and shall be based on the salary schedule in effect for the teacher's classification.
- (c) Adjustments in salary earned after September 1<sup>st</sup> shall be pro-rated over the remaining payments to the following August 31<sup>st</sup>.
- (d) Teachers terminating employment in June shall be paid in full all salaries accrued at June 30<sup>th</sup> in accordance with the Teacher General or Limited Term Teacher General contract.
- (e) Teachers who commence employment or return to active employment following an unpaid leave of absence after the commencement of a school year shall be paid as follows:
  - (i) In the first month of employment, the salary shall be paid on the basis of the number of teaching days remaining in that month as a fraction of the total number of days in the current school year as prescribed by the Minister.
  - (ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister divided by the number of pay days remaining to August 31 next.
  - (iii) Thereafter, the teacher shall be paid in accordance with Article 3.09 Payment of Salary.
  - (iv) When a teacher's agreement is terminated provisions of the agreement as set out under The Public Schools Act and/or Regulations thereto shall apply.
- (f) If a teacher's contract is terminated as provided therein or if a teacher commences a leave of absence without pay before the end of a school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as a number of days taught is of the total number of days in the current school year as prescribed by the Minister.
- (g) Adjustments in salary resulting from a change in a teacher's salary entitlement pursuant to this Agreement shall be calculated and paid as follows:
  - (i) Number of teaching days remaining in the current school year from the date of adjustment as a fraction of the total number of days in the school year as prescribed by the Minister times the adjusted annual salary rate in effect for that period of time.
  - (ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister divided by the number of pay days remaining to August 31 next.
  - (iii) Thereafter, the teacher shall be paid in accordance with Article 3.09 Payment of Salary.
  - (iv) When a teacher's agreement is terminated, Clause 8 of Schedule D of the P.S.A. shall apply.

3.10 **Direct Deposit**

Salaries shall be paid by direct deposit for all teachers, by electronic transfer to the teacher's designated financial institution on the scheduled pay day.

3.11 **Substitute Teachers**

- (a) A Substitute Teacher is a person employed on a day-to-day basis as a substitute for a teacher, or to fulfill an assignment which is less than 20 consecutive teaching days in duration.
- (b) The Local Association recognizes that The District has the exclusive right to select the substitute teachers that are required. The calling-in of a substitute teacher will be at the discretion of the school principal.
- (c) The timetable for a substitute teacher unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, shall normally be the same as the timetable of the teacher who is being replaced.
- (d) A substitute teacher who is called in for a half day assignment, who reports, and who finds that his or her services are not required shall be offered an alternative teaching assignment and shall be paid a half day's pay.
- (e) A substitute teacher who is called in for a full day assignment, who reports, and who finds that his or her services are not required shall be offered an alternative teaching assignment and shall be paid a full day's pay.
- (f) In the event of early dismissal for emergency reasons substitute teachers will be paid full pay at the applicable rate of pay.
- (g) Beginning on the sixth uninterrupted day of substituting for the same teacher, a substitute teacher shall be paid at the rate of 1/200 of the substitute's classification, according to qualifications and experience. Substitution days cannot be accumulated from one assignment to another.
- (h) **Sick Leave**  
A substitute who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teaching assignment to another.  
The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.
- (i) **Limited Teacher-Limited Teacher Contract**  
A substitute teacher employed for at least twenty (20) continuous teaching days in the same assignment shall, on the twenty-first (21<sup>st</sup>) day be signed to a Limited Term Teacher contract unless the return of the absent teacher or the conclusion of the substitute assignment is imminent.
- (j) **Rates of Pay**

**Effective date of signing (no retroactive pay), substitute rates shall be as follows:**

|                 |                 |
|-----------------|-----------------|
| Class I-III     | Class IV-VI     |
| <b>\$131.00</b> | <b>\$157.00</b> |

**Substitute Teachers rates for the 21/22 school year will increase by COLA\* and will be effective on the date the parties confirm the amount of the adjustment (in January 2022 or as soon as possible thereafter).**



**\*COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.**

- (k) Only the following sections of this Agreement shall apply to substitute teachers:
- Article 1: Purpose
  - Article 3: Salaries
  - 3.01 Classification
  - 3.02 Improved qualifications
  - 3.03 Allowance for Past Experience
  - 3.06 Salary Schedule
  - 3.09 (a) Method of Payment - dates of payment only
  - Article 5: Manitoba Teachers' Society Fees (Clause i. only)
  - Article 8: Complaints re: Teachers
  - Article 9: Discipline
  - Article 10: Dispute Concerning This Agreement (only clauses governing substitutes)
  - Article 14 Freedom From Violence

The only matters which may be grieved under Article 10 (Dispute Concerning this Agreement) by a substitute teacher or The Local Association on behalf of a substitute are the provisions of this article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement

#### **ARTICLE 4: INSURANCE**

##### **4.01 Extended Health Insurance**

- (a) The Division will participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (MPSE Extended Health) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (*collateral agreement*).
- (b) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Extended Health Plan shall be required to participate in the MPSE Extended Health Plan unless entitled to elect out of the Extended Health Plan as may be permitted under the terms thereof.
- (c) The cost of the MPSE Extended Health Plan will be paid by the Division in accordance with the terms and conditions of the Extended Health Plan Agreement.
- (d) The Division agrees that the Division's monthly contribution to the Extended Health Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Extended Health Plan). Provided an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Extended Health Plan in which case the Division agrees to make monthly payments to the Employee as follows:
- (i) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Extended Health Plan to



- coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
- (ii) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group extended health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

4.02 **Group Life Insurance**

- (a) The Division shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of said plan; subject to the limitations set out in Article (d).
- (b) All employees shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and Division. Where the employees opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne by the employee.
- (c) All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.
- (d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
  - (i) Deducting premiums from the employees;
  - (ii) Enrolling newly hired employees in the Plan;
  - (iii) Maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late applications, beneficiary designations, and employees whose coverage has terminated on leaving the Division.
  - (iv) Completing a premium statement to accompany premium remittances;
  - (v) Providing claim forms to employees or beneficiaries on request;
  - (vi) Completing and submitting the Employer Claim submission for claimants;
  - (vii) Distributing Plan information to employees from time to time;
  - (viii) Conducting periodic reopening from Accidental Death and Dismemberment applications.
- (e) Save and except for the express responsibilities set out in (D) of this Article, the Association acknowledges and agrees that the Board has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.

4.03 **Salary Continuation Insurance**

Group salary continuation insurance, payable by the teachers, shall be compulsory for all teachers in The District. The District will administer the Manitoba Teachers' Society Long Term Disability plan according to the requirements of the plan for those teachers who are members of the Manitoba Teachers' Society.

**ARTICLE 5: MANITOBA TEACHERS' SOCIETY FEES**

- (a) The Manitoba Teachers' Society Membership fees shall be deducted from every teacher.
- (b) The Provincial fees shall be deducted in ten (10) equal monthly 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.

- (c) The Whiteshell Teachers' Association (local) fees shall be deducted in one (1) payment at the end of October, for all full and part-time teachers hired on contract, according to a scale of fees established by The Local Association, and remitted to the Whiteshell Teachers' Association. For teachers hired on contract during the school year their W.T.A. fees will be collected, prorata, at the end of their first month of employment.
- (d) The Local Association shall indemnify and save harmless The District from any and all loses, costs, liabilities or expenses suffered or sustained by The District as a result of any claim or legal action arising from the deduction of local Association fees or Manitoba Teachers' Society fees.

**ARTICLE 6: LEAVE**

**6.01 Sick Leave**

- (a) Each teacher shall accumulate entitlement for sick leave at the rate of twenty (20) days per year; the maximum sick leave entitlement which shall be allowed to accumulate shall not exceed 125 days, increasing to 130 days in September 2015.

(b)

| Beginning    | Number of Days |
|--------------|----------------|
| Sept.1, 2015 | 130 days       |

- (c) In any school year, where a teacher has insufficient or no sick leave credits to cover the granting of sick leave with pay, sick leave with pay shall be granted, on the request of the teacher, in excess of the accumulated sick leave up to a maximum of 10 days, provided that such advanced sick leave is deducted from any future sick leave entitlement and, in the event of termination of employment, that The District recover the advance from any monies owed to the teacher.
- (d) Sick Leave for Pregnant Teachers: The District shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by The District.
- (e) If a teacher utilizes sick leave as a result of an accident or as a result of an injury suffered while gainfully employed at another job, then the teacher shall pay to The District any compensation for lost wages received from another source e.g. Autopac, and the time originally taken as sick leave shall be reinstated on a pro rata basis proportionate to:

$$\frac{\text{Total dollar amount of compensation returned to The District}}{\text{(No. of missed working days)} \times (1/200 \text{ of teacher's applicable annual salary})}$$

- (f) Each part-time or temporary teacher who has signed a Teacher General Limited Term contract with The District or any full-time teacher, who does not complete a particular school year, will be entitled to accumulate sick leave on a prorata basis.
- (g) No teacher shall accumulate further sick leave while on a leave of absence.
- (h) After expiration of paid sick leave, up to eighty (80) school days' leave of absence without pay will be granted, (additional leave without pay beyond this may be granted), to any teacher who has:
  - (i) Completed at least five (5) years of continuous service in The District immediately prior to commencement to the leave,



- (ii) Presented a medical certificate specifying the need for such leave. The Board may require that the leave without pay terminate only on the first day of the school term beginning immediately after receipt of a medical certificate attesting to the teacher's recovery. This action may be taken only if, in the opinion of The Board, the interests of the school children are best served by such a requirement. This may result in leave without pay for a period of over one (1) year.
- (i) Teachers will make every attempt to schedule elective surgery and the required recovery period at a time least upsetting to their teaching duties. A teacher using sick leave for the purpose of elective surgery during teaching time may be required to provide, at the teacher's own expense, a medical certificate from a duly qualified medical practitioner indicating the necessity/advisability of undergoing the surgery at that time.

6.02 **Leave of Absence**

(a) **Manitoba Teachers' Society Leave:**

A teacher who is a member of any special committee of the Manitoba Teacher's Society, or who is appointed an official representative or delegate of the Society, or any branch thereof, and who is authorized by the Local Executive Committee of the Society to attend a meeting of the Committee of which the teacher is a member or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes for not more than the following number of teaching days in any one school year:

- The president of The Local Association - not more than seven (7) teaching days.
- Any other member of the Society - not more than five (5) teaching days.
- Where a teacher holds multiple Society positions within The Local Association, but is not a member of the Provincial Executive – not more than ten (10) teaching days.
- The total number of days taken by teachers in The District shall not exceed fifteen (15) teaching days in any one school year.

Unless The Board agrees to waive the payment, the Manitoba Teachers' Society shall pay to The District 1/300 of the teacher's annual salary for each day of leave taken. In all cases the teacher shall give the Superintendent reasonable notice prior to taking such leave. At its discretion, The Board may grant leave beyond the above limitations. Teachers, who are members of the Provincial Executive of the Manitoba Teachers' Society, shall be excused from school duties to attend their responsibilities as Provincial Executives up to a maximum of ten (10) days each per year; such leave not to be taken by more than two (2) teachers, and not to be counted in The District maximum noted above. The Manitoba Teachers' Society shall pay to The District 1/300 of the teacher's annual salary for each day of leave taken for such purposes.

(b) **Jury Leave:**

All teachers shall be allowed a leave of absence, without loss of salary, for the purpose of jury duty or when subpoenaed as a crown witness. Any payment received from the court, exclusive of meal, transportation and lodging expenses, will be paid by the teacher to The District.

(c) **Other:**

- i. A teacher, having taught in The District for a period of at least seven (7) years, may be granted a leave of absence of up to one (1) year without pay for the purpose of improving qualifications, travel, accompanying spouse who is temporarily transferred or other purposes acceptable to The District.



- ii. All applications for such leave shall be submitted, in writing, to the Superintendent not later than February 1 of the year in which the leave would commence and must include an outline of the way in which the leave will be used.
- iii. The granting of such leave shall be limited to not more than one (1) teacher per school year.
- iv. The Board, the Superintendent and the Principal shall decide which of the applicants may be granted leave before April 30.
- v. The leave shall not constitute a break in tenure. The leave shall not count as a year of experience for the purpose of increments unless the leave is taken to teach in another jurisdiction and is recognized as valid teaching experience by Manitoba Education and Training.
- vi. A teacher returning from such leave shall receive an offer of a teaching position with The District provided that the teacher confirms in writing, to the Superintendent, prior to April 1 of the ensuing year, that he/she intends to return to The District. The returning teacher shall be offered a position suitable to his/her qualifications and experience or an arrangement mutually acceptable to the teacher and The District. Failure to notify The District, prior to the above date, will result in the loss of all the teacher's job security rights with The District.

(d) General:

Teachers must receive permission from The Board for all forms of leave which are not defined in statute or in this agreement.

6.03 Compassionate Leave

- (a) Compassionate Leave up to a total of three (3) days in any school year, at a cost not to exceed that of a substitute, may be granted by the Superintendent for arrangement for care of spouse, dependent child, parent or sibling during emergency or serious illness.
- (b)
  - i. Compassionate leave up to a total of five (5) days without loss of pay shall be granted by the Superintendent in each case of death (including imminent death) of the teacher's spouse, common-in-law partner, fiancée or fiancé, child, mother or father.
  - ii. Compassionate leave up to a total of three (3) days without loss of pay shall be granted by the Superintendent in each case of death (including imminent death) of the teacher's brother, sister, mother-in-law, father-in-law, grandchild or grandparent.
  - iii. Compassionate leave of one (1) day without loss of pay shall be granted in each case of the actual death of a son-in-law, daughter-in-law, brother-in-law, and sister-in-law. Relatives such as in-laws living with the teacher involved, or other close relatives may also be included. Leave beyond this amount on compassionate grounds, may be granted at the discretion of The District and at a cost not to exceed that of a substitute teacher.
- (c) Where the distance is greater than three hundred (300) kilometres one way, travel time, in addition to the above amounts of compassionate leave, shall be granted by the Superintendent, at a cost not to exceed that of a substitute teacher. The maximum amount of travel time granted shall be two days.
- (d) Leave of up to a total of five days per school year without loss of pay may be provided for teachers for the purposes of attending to urgent family matters such as illness of a family member, care of elderly parents or family emergencies. Such leave is to be granted at the discretion of the Superintendent upon written application from the teacher stating the reasons for and the expected duration of such leave. Leave for this purpose will be

considered only after the teacher has used all accumulated Special Leave as granted under Clause 6.04.

**6.04 Special Leave**

A total of one two (2) days leave per year shall be granted by the Superintendent for such purposes as medical visits for the teacher and family to the city and other points, unexpected home crises, and other personal matters.

This leave is not to extend spring, summer or Christmas break or to be used on teachers in-service, parent-teacher day(s), administration day(s) or pupil evaluation day(s) unless unusual circumstances arise and then it may be granted at the discretion of the Superintendent.

A teacher will be allowed to carry over one (1) unused leave day to the next school year. In no case will a teacher be allowed a maximum accumulation greater than three (3) days of leave.

Not more than three (3) teachers may take Special Leave on any one day. When more than three teachers apply for Special leave for the same day, leave will be granted in order of application. Not more than two (2) consecutive days of Special Leave may be taken in any one instance. In all cases, the teacher will give the Superintendent reasonable notice prior to taking such leave. Additional days may be granted or more than three teachers may be given approval for Special Leave, only under special conditions and at the discretion of the Superintendent.

**6.05 Sabbatical Leave**

- (a) The Board may approve applications for Sabbatical Leave from teachers with five (5) or more years of continuous service with the District. The duration of the leave will be for one (1) year and the study or planned research must be in the area of the teacher's expertise or in an area approved by the Board.
- (b) An application for sabbatical leave shall be filed with the Superintendent not later than February 1 of the year in which the leave would commence, and must include an outline of the courses to be studied and a description of the value of the leave to the teacher, the District and the students.
- (c) Sabbatical Leave will not constitute a break in tenure nor will it count as a year of experience for the purpose of increments.
- (d) Not more than (1) teacher will be granted sabbatical leave during a school year.
- (e) If more than one (1) eligible teacher applies for sabbatical leave, the Board, the Superintendent and the Principal shall decide which of the applicants may be granted leave.
- (f) The District shall pay a teacher taking sabbatical leave on the following basis:
  - i. If the teacher's qualifications place him/her in Class 1, 2, 3 or 4 then the grant shall be paid as follows:
    - five (5) years of employment with the District = fifty (50) per cent of current annual basic salary
    - six (6) years of employment with the District = sixty (60) per cent of current annual basic salary
    - seven (7) or more years employment with the District = seventy (70) per cent of current annual basic salary
    - The maximum grant paid by the District under (i) will be seventy percent (70%) of Class IV maximum salary



- ii. If the teacher's qualifications place him/her in Class 5, 6 and up then the grant shall be paid as follows:
  - five (5) years of employment with the District = Thirty (30) per cent of current annual basic salary
  - six (6) years of employment with the District = forty (40) per cent of current annual basic salary
  - seven (7) or more years of employment with the District = fifty (50) per cent of current annual basic salary
  - The maximum grant paid by the District under (ii) will be seventy percent (70%) of Class IV maximum salary.
- (g) A grant received under F. shall be deemed a debt due to the District by the teacher.
- (h) If a teacher returns from Sabbatical Leave to employment with the District immediately following expiration of the leave, the debt to the District shall be reduced by fifty (50%) per cent when the teacher completes one (1) full teaching year with the District. The debt owing the District will be reduced by one hundred (100%) per cent when the teacher completes two (2) consecutive teaching years with the District following completion of Sabbatical Leave.
- (i) The returning teacher shall be offered a position suitable to his/her qualifications and experience or an arrangement mutually acceptable to the teacher and district.
- (j) The Board may propose that a teacher considers applying for Sabbatical Leave.

6.06 **Maternity/Adoptive/Parental Leave**

- a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- b) Every teacher shall be entitled to unpaid parental leave.
- c) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply and nothing in this article shall reduce a teacher's rights to maternity, parental or adoptive leave as provided for in the Code.
- d) The teacher and The District may mutually agree to extend the length of leave beyond that provided for in the Employment Standards Code; any such arrangements will be confirmed in writing by The District. The teacher shall comply with notice provisions as set out in the Employment Standards Code when requesting leave.
- e) Maternity, adoptive, parental leave shall not constitute a break in employment for teachers under a Teacher General contract or teachers under a Limited Teacher-General contract who have been offered continued employment by The District.
- f) Upon expiry of leave, the teacher shall be reinstated in the position occupied by the teacher at the time such leave commenced or in a comparable and/or mutually agreed upon position, with not less than the same salary and benefits prior to commencement of the leave.
- g) **SEB Benefits**

- (i) **Maternity Leave**

A teacher taking maternity leave pursuant to this article shall be entitled, in respect of the period of maternity leave; payments made according to the SEB Plan will consist of the following:

- For the first two weeks, payment equivalent to 90% percent of gross salary; and up to fifteen (15) additional weeks of payment equivalent to the difference



between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.

(ii) Parental/Adoptive Leave

A teacher taking parental or adoptive leave shall receive pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the payment from HRDC and 90% of his/her salary. The ten weeks include any waiting period required for employment insurance benefits.

(iii) Top-Up Benefits

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 at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.

The District shall pay a teacher on maternity leave and/or parental/adoptive leave:

- If the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) 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;
- If the teacher's two (2) week or ten (10) 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;
- 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 and 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 payment made by The

District 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.

h) 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 District.

6.07 Extra-Curricular Duty Leave

The parties recognize the importance of extra-curricular activities in a student's overall education experience; however, agree that the participation in extra-curricular activities by a teacher is voluntary.

"Extra-curricular activities" means student-related athletic, social, recreational and cultural activities occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.

An eligible extra-curricular activity is an activity which has received prior approval from the school principal.

In any school year, as defined by the Minister, a teacher will be entitled to a paid leave of absence of one (1) day for each fifty (50) hours of eligible extra-curricular duties performed during a school year. A teacher may perform the fifty (50) hours of eligible extra-curricular activities over the course of two (2) consecutive school years for one (1) day of leave.

The date of leave shall be agreed upon between the principal and the teacher.

Unused leave days in any school year may be carried over to the immediately following school year. A maximum of two (2) days can be carried forward.

Extra-curricular leave days can neither be used on professional development days, nor to extend Christmas, spring or summer breaks.

6.08 Benefit Plans While on Leave

In any case where leave is granted under Article 6 of this Agreement, or in accordance with the Public Schools Statutes, the following conditions shall apply:

- (a) When a teacher is a participant in any benefit plans (such as group insurance) and wishes to retain such benefits on a continuous basis, then the teacher shall prepay his/her share of the premiums and The Board's share (if any) for the period of duration of the leave, provided that this is permissible under the terms of the Master Policies or Plans; it applies to leaves as outlined in 6.02(c) and 6.02(d) only.



- (b) Accumulated sick leave days or special leave days shall not be increased nor reduced while a teacher is on leave from The District.

**ARTICLE 7: TEACHER-BOARD LIAISON COMMITTEE**

The District and local association agree in principle to the establishment of a joint liaison committee. The committee's operation shall be governed by the "guidelines for the liaison committee" as set out in school district/local association joint policy. This joint policy will be changed only by mutual agreement of The District and The Local Association.

**ARTICLE 8: COMPLAINTS RE: TEACHERS**

- a) When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- b) If these attempts to resolve the matter are not successful, before The Board or Superintendent/Secretary Treasurer 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 School Board or Superintendent/Secretary Treasurer, the teacher concerned shall be given a copy of the complaint and The Local Association President shall be informed of the complaint, together with the name of the teacher in question.
- c) Sub-sections (a) and (b) shall apply under all circumstances except in the case of an urgent situation affecting the welfare of The District, or of a student or students, or of a teacher.
- d) The District and their respective agents shall act fairly, reasonably and in good faith in dealing with complaints.
- e) For the purpose of this article, complaint shall mean an issue not related to the employer/teacher relationship.

**ARTICLE 9: DISCIPLINE**

The imposition of discipline without just cause by The District or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions:

- (a) Where The District or person(s) acting on behalf of The District so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, The District's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under ARTICLE 10: Dispute Concerning This Agreement
- (b) When such a difference is referred for arbitration the provisions of the Labour Relations Act respecting the appointment, powers, duties and decisions of arbitrators and arbitration boards shall apply hereto.
- (c) This ARTICLE does not apply to teacher assessment and evaluation processes done pursuant to District policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with the disciplinary action.
- (d) The Local Association agrees that The District has the right to suspend an employee with or without pay for just cause.



## ARTICLE 10: DISPUTE CONCERNING THIS AGREEMENT

- (a) Where there is a dispute between the parties to or persons bound by the Agreement or on whose behalf it was entered into concerning its content, meaning, application or alleged violation, the aggrieved party shall, after exhausting any grievance procedure in clause b) below, within thirty (30) teaching days of the event giving rise to the dispute or alleged violation, or within thirty (30) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other in writing, stating the nature / particulars of the dispute and the solution sought.
- (b) Prior to a formal grievance being filed The Local Association will make an earnest effort to resolve the matter. This may include, as applicable, discussion with the Principal, Superintendent and/or The Board. Any discussion at this stage shall be without prejudice to the formal grievance process.
- (c) Where the parties agree that an arbitration board rather than an arbitrator should determine the matter, the parties shall appoint an arbitration board to hear and determine the matter and issue a decision, which decision is final and binding on the parties and any person affected thereby.
- (d) The provisions of the Labour Relations Act respecting the appointment, powers, duties and decisions of arbitrators and arbitration boards shall apply hereto.

## ARTICLE 11: INTEREST ON RETROACTIVE PAY

The District shall pay to members of The Local Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance, and Income Tax etc. due with respect to that pay. The interest is to be calculated from the dates which the monies would have been due, to the date of the actual payment. The interest shall be computed at the premium savings account rate of The District's banker which is in effect on the date of signing of the collective agreement. In the event that the interest owing averages less than twenty-five (\$25.00) dollars per teacher, the combined payment shall be made to the Whiteshell Teachers' Association as a lump sum rather than to the individual teacher.

**Interest on retroactive pay is waived for this collective agreement.**

## ARTICLE 12: LAYOFF

This article identifies the procedures required for:

- (a) Preparation of seniority lists
- (b) Preparation of Designated Program and Subject list
- (c) Reduction of staff in the event of a layoff becomes necessary
- (d) The recall of such staff if vacancies become available
  - (i) The Seniority List is a list, prepared or updated as necessary, listing all teachers in order of seniority as determined in (iii).
  - (ii) The Designated Program and Subject List is a list, prepared annually, of those subjects and/or programs in which teacher qualifications, training and experience, rather than teacher seniority, will be given first consideration in determining those teachers

to be retained, rather than laid off. In the preparation of this list the following criteria shall be used:

1. The position requires special training or qualifications
  2. No other more senior teacher or teachers possess the qualifications, training and experience necessary for that position.
- (iii) Seniority shall be determined on the basis of the following criteria:
1. The length of continuous teaching employment with The District, as measured from the first day of teaching in The District.
  2. Where teachers have the same seniority, as defined in 1., the order of seniority shall be determined on the basis of total teaching employment in The District.
  3. Where teachers have the same seniority, as defined in 1. and 2. the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
  4. Where teachers have the same seniority, as defined in 1., 2., and 3., the order of seniority shall be determined on the basis of total recognized teaching experience.
  5. Where teachers have the same seniority as defined in 1., 2., 3. and 4., the order of seniority shall be determined by The Board in consultation with The Local Association.
  6. For the purpose of this Article an approved leave of one (1) school year or less in duration shall not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
  7. For the purpose of this Article an approved leave of absence for more than one (1) school year in duration shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
  8. For the purposes of this Article, an approved D.N.D. leave shall be not deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience both for seniority purposes and for salary purposes.
- (iv) The Board shall, by 15 October of each year, prepare a Seniority List of teachers and a Designated Program and Subject List as per definitions. A copy of these lists will be sent to The Local Association and each school shall have copies posted in the staff room.
- (v) Each teacher and The Local Association shall be permitted a period of ten (10) school days after the posting of each list to protest in writing to the Superintendent any alleged omission or incorrect listing. Such protest shall be confined to any errors or changes occurring subsequent to the posting of any previous such lists. In the event no written protest is received by the Superintendent within the time stipulated, the lists shall be deemed correct and acceptable.
- (vi) Where it is determined that a layoff is necessary the teacher(s) to be laid off shall be those with the least seniority, however, The Board shall have the right to disregard the length of service of any teacher if:
1. the position of the teacher is listed on the Designated Subjects and Programs List as described above;



2. Teachers higher on the Seniority List who would be laid off if this teacher is retained are unable or unwilling to obtain the necessary qualifications or training for the designated position.
- (vii) Before notification of layoff takes place, The Local Association Executive will be given the opportunity to meet with The Board and Superintendent to offer amendments or alternatives.
- (viii) Notice of layoff shall be given to a teacher no later than May 31, for a layoff effective the end of spring term, and no later than November 30 for a layoff effective the end of the fall term. Notice of probable layoff shall be given as early as possible, but no later than April 1 for the spring term and October 1 for the fall term.
- (ix) Teachers who have been laid off in accordance with this article shall be placed on a re-employment list and, in the event of a teaching position becoming available, shall be recalled in order of seniority beginning with the most senior, provided that the teacher so affected has the appropriate combination of qualifications, training and experience for the available position. Teachers on the re-employment list shall have right of recall for one calendar year after September 30 following the date of layoff. Where a teacher is recalled in accordance with this paragraph such teacher shall not suffer loss of
1. Accumulated entitlement to Sick Leave, Special Leave, Sabbatical Leave, Exchange Leave or Leave of Absence
  2. seniority gained prior to being laid off
- (x) It shall be the responsibility of the teacher to keep The Board informed of his/her current address at all times during the recall period following layoff.
- (xi) Teachers shall be recalled by registered mail and must respond within ten (10) days of receiving the letter of recall. Any teacher on the recall list, with the exception of those teachers employed for a short term by another school district on a Limited Term Teacher General Contract, who refuses to accept a position for which the teacher has the appropriate combination of training, qualifications and experience shall forfeit all right of recall. The Board shall include this paragraph in any letter of recall.
- (xii) A teacher shall lose recall rights for any of the following reasons:
1. The teacher resigns letter of recall
  2. The teacher fails to return to work after termination of any leave granted by The Board;
  3. The teacher is not recalled by September 30 a year following the date of layoff;
  4. The teacher's contract is terminated for cause;
  5. The teacher fails to comply with clause (J) of this Article.

### **ARTICLE 13: TRANSFER AND/OR REASSIGNMENT**

- (a) The Local Association recognizes the right of The District to assign teachers employed by The District to schools and classes under the jurisdiction of The District.
- (b) Notice of transfer, including reasons for the transfer, shall be provided to the teacher and The Local Association on or before May 31 of the school year prior to the school year for which the transfer is to be affected. Unless there is mutual consent to the transfer occurring at a different date transfers shall only occur at the commencement of a school year.

- (c) A teacher desiring a transfer shall make application for a transfer on or before April 1 of the school year prior to the school year for which the transfer is to be affected. The District shall make reasonable efforts to accommodate requests for transfers.
- (d) The District shall post all teaching jobs or assignment vacancies in the staff room of each school in The District for a minimum of five (5) school days before the position being externally advertised.
- (e) Where The Board requests a transfer of a teacher, and where the transfer results in a posting outside of the L.G.D. of Pinawa seventy percent (70%) of reasonable costs of moving the teachers personal and household effects shall be paid by The Board. The teacher shall submit an accounting of the costs along with confirming receipts to The Board Office.

#### **ARTICLE 14: FREEDOM FROM VIOLENCE**

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

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

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

#### **ARTICLE 15: PREPARATION TIME**

Within a six (6) day cycle The District shall provide the equivalent of at least two hundred ten (210) minutes of preparation time within the school timetable for a full time teacher. Preparation shall be scheduled in blocks of not less than thirty (30) minutes and shall be exclusive of recess.

Part-time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.

#### **ARTICLE 16: MEAL PERIOD**

Except in cases of emergency or unforeseen circumstances every full time teacher shall be entitled to an uninterrupted meal period of fifty-five (55) minutes between 11:00 a.m., and 2:00 p.m. each school day.

Designated professional staff will be on call during the meal period to deal with emergencies or unforeseen circumstances.

#### **ARTICLE 17: USE OF INDIVIDUAL CONTRACTS**

Except as hereafter provided, every teacher employed by The District shall be signed to a Form 2 or Teacher-General contract as prescribed by the Minister.

Exceptions are Term teachers employed for a period of one year or less, or substitute teachers employed under a substitute contract as prescribed by the Minister. Every term teacher shall be employed under a Limited Term Teacher-General contract.

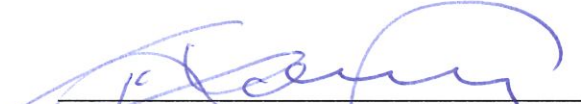


A teacher who has been employed, whether full time or part time under a Limited Term Teacher General contract for two (2) successive full school years, shall, upon employment for the third consecutive year be signed to a Teacher General contract and shall be entitled retroactively to seniority and sick leave. A full school year means employment for 180 or more school days in the contract year. The assignment in the third year is at the sole discretion of The District.



**SIGNATURE PAGE**

Dated at Pinawa, the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_

  
\_\_\_\_\_  
Todd Long  
President, Whiteshell Teachers' Association

  
\_\_\_\_\_  
Lorraine Nelson  
Board Chair, School District of Whiteshell

  
\_\_\_\_\_  
Tim Stefanishyn  
Superintendent/Secretary Treasurer,  
School District of Whiteshell









**APPENDIX A**  
**Salary Schedule September 1, 2018 to June 30, 2022**

**2018-2019 Teacher Gross Salary Grid**

**1.6% Increase over 2017-2018**

|          | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 | CLASS 6 | CLASS 7 |
|----------|---------|---------|---------|---------|---------|---------|---------|
| <b>0</b> | 40,622  | 45,225  | 46,619  | 57,155  | 62,420  | 67,688  | 71,801  |
| <b>1</b> | 44,100  | 48,699  | 50,094  | 60,627  | 65,896  | 71,163  | 75,412  |
| <b>2</b> | 47,572  | 52,173  | 53,566  | 64,106  | 69,367  | 74,635  | 79,030  |
| <b>3</b> | 51,046  | 55,646  | 57,042  | 67,579  | 72,842  | 78,112  | 82,715  |
| <b>4</b> |         | 59,120  | 60,515  | 71,051  | 76,317  | 81,587  | 86,257  |
| <b>5</b> |         |         | 63,990  | 74,524  | 79,791  | 85,061  | 89,920  |
| <b>6</b> |         |         | 67,463  | 78,000  | 83,267  | 88,535  | 93,485  |
| <b>7</b> |         |         |         | 81,475  | 86,739  | 92,007  | 97,101  |
| <b>8</b> |         |         |         | 84,947  | 90,213  | 95,485  | 100,711 |
| <b>9</b> |         |         |         | 88,420  | 93,689  | 98,956  | 105,555 |

**2018-2019 Teacher Net Salary Grid**

**1.6% Increase over 2017-2018**

|          | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | CLASS 5   | CLASS 6   | CLASS 7    |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| <b>0</b> | \$ 39,134 | \$ 43,737 | \$ 45,131 | \$ 55,667 | \$ 60,932 | \$ 66,200 | \$ 70,313  |
| <b>1</b> | \$ 42,612 | \$ 47,211 | \$ 48,606 | \$ 59,139 | \$ 64,408 | \$ 69,675 | \$ 73,924  |
| <b>2</b> | \$ 46,084 | \$ 50,685 | \$ 52,078 | \$ 62,618 | \$ 67,879 | \$ 73,147 | \$ 77,542  |
| <b>3</b> | \$ 49,558 | \$ 54,158 | \$ 55,554 | \$ 66,091 | \$ 71,354 | \$ 76,624 | \$ 81,227  |
| <b>4</b> |           | \$ 57,632 | \$ 59,027 | \$ 69,563 | \$ 74,829 | \$ 80,099 | \$ 84,769  |
| <b>5</b> |           |           | \$ 62,502 | \$ 73,036 | \$ 78,120 | \$ 83,573 | \$ 88,432  |
| <b>6</b> |           |           | \$ 65,975 | \$ 76,512 | \$ 81,779 | \$ 87,047 | \$ 91,997  |
| <b>7</b> |           |           |           | \$ 79,987 | \$ 85,251 | \$ 90,519 | \$ 95,613  |
| <b>8</b> |           |           |           | \$ 83,459 | \$ 88,725 | \$ 93,997 | \$ 99,223  |
| <b>9</b> |           |           |           | \$ 86,932 | \$ 92,201 | \$ 97,468 | \$ 104,067 |

**2019-2020 Teacher Gross Salary Grid**

**1.4% Increase over 2018-2019**

|          | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 | CLASS 6 | CLASS 7 |
|----------|---------|---------|---------|---------|---------|---------|---------|
| <b>0</b> | 41,190  | 45,858  | 47,272  | 57,955  | 63,294  | 68,636  | 72,806  |
| <b>1</b> | 44,718  | 49,381  | 50,795  | 61,476  | 66,818  | 72,159  | 76,467  |
| <b>2</b> | 48,238  | 52,903  | 54,315  | 65,003  | 70,339  | 75,680  | 80,136  |
| <b>3</b> | 51,761  | 56,425  | 57,841  | 68,525  | 73,862  | 79,206  | 83,873  |
| <b>4</b> |         | 59,948  | 61,362  | 72,046  | 77,385  | 82,729  | 87,465  |
| <b>5</b> |         |         | 64,886  | 75,567  | 80,908  | 86,251  | 91,179  |
| <b>6</b> |         |         | 68,408  | 79,092  | 84,433  | 89,775  | 94,794  |
| <b>7</b> |         |         |         | 82,616  | 87,953  | 93,295  | 98,461  |
| <b>8</b> |         |         |         | 86,136  | 91,476  | 96,821  | 102,121 |
| <b>9</b> |         |         |         | 89,658  | 95,001  | 100,342 | 107,033 |

**2019-2020 Teacher Net Salary Grid**

**1.4% Increase over 2018-2019**

|          | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | CLASS 5   | CLASS 6   | CLASS 7    |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| <b>0</b> | \$ 39,678 | \$ 44,346 | \$ 45,760 | \$ 56,443 | \$ 61,782 | \$ 67,124 | \$ 71,294  |
| <b>1</b> | \$ 43,206 | \$ 47,869 | \$ 49,283 | \$ 59,964 | \$ 65,306 | \$ 70,647 | \$ 74,955  |
| <b>2</b> | \$ 46,726 | \$ 51,391 | \$ 52,803 | \$ 63,491 | \$ 68,827 | \$ 74,168 | \$ 78,624  |
| <b>3</b> | \$ 50,249 | \$ 54,913 | \$ 56,329 | \$ 67,013 | \$ 72,350 | \$ 77,694 | \$ 82,361  |
| <b>4</b> |           | \$ 58,436 | \$ 59,850 | \$ 70,534 | \$ 75,873 | \$ 81,217 | \$ 85,953  |
| <b>5</b> |           |           | \$ 63,374 | \$ 74,055 | \$ 79,210 | \$ 84,739 | \$ 89,667  |
| <b>6</b> |           |           | \$ 66,896 | \$ 77,580 | \$ 82,921 | \$ 88,263 | \$ 93,282  |
| <b>7</b> |           |           |           | \$ 81,104 | \$ 86,441 | \$ 91,783 | \$ 96,949  |
| <b>8</b> |           |           |           | \$ 84,624 | \$ 89,964 | \$ 95,309 | \$ 100,609 |
| <b>9</b> |           |           |           | \$ 88,146 | \$ 93,489 | \$ 98,830 | \$ 105,521 |

**2020-2021 Teacher Gross Salary Grid**

**0.5% Increase over 2019-2020**

|          | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | CLASS 5 | CLASS 6 | CLASS 7 |
|----------|---------|---------|---------|---------|---------|---------|---------|
| <b>0</b> | 41,396  | 46,088  | 47,508  | 58,245  | 63,610  | 68,979  | 73,170  |
| <b>1</b> | 44,941  | 49,628  | 51,049  | 61,783  | 67,152  | 72,520  | 76,850  |
| <b>2</b> | 48,479  | 53,168  | 54,587  | 65,328  | 70,690  | 76,059  | 80,537  |
| <b>3</b> | 52,019  | 56,707  | 58,130  | 68,868  | 74,231  | 79,602  | 84,292  |
| <b>4</b> |         | 60,247  | 61,669  | 72,406  | 77,772  | 83,143  | 87,902  |
| <b>5</b> |         |         | 65,210  | 75,945  | 81,312  | 86,683  | 91,635  |
| <b>6</b> |         |         | 68,750  | 79,488  | 84,855  | 90,224  | 95,268  |
| <b>7</b> |         |         |         | 83,029  | 88,393  | 93,762  | 98,953  |
| <b>8</b> |         |         |         | 86,567  | 91,933  | 97,306  | 102,632 |
| <b>9</b> |         |         |         | 90,107  | 95,476  | 100,843 | 107,568 |

**2020-2021 Teacher Net Salary Grid**

**0.5% Increase over 2019-2020**

|          | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | CLASS 5   | CLASS 6   | CLASS 7    |
|----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| <b>0</b> | \$ 39,824 | \$ 44,516 | \$ 45,936 | \$ 56,673 | \$ 62,038 | \$ 67,407 | \$ 71,598  |
| <b>1</b> | \$ 43,369 | \$ 48,056 | \$ 49,477 | \$ 60,211 | \$ 65,580 | \$ 70,948 | \$ 75,278  |
| <b>2</b> | \$ 46,907 | \$ 51,596 | \$ 53,015 | \$ 63,756 | \$ 69,118 | \$ 74,487 | \$ 78,965  |
| <b>3</b> | \$ 50,447 | \$ 55,135 | \$ 56,558 | \$ 67,296 | \$ 72,659 | \$ 78,030 | \$ 82,720  |
| <b>4</b> |           | \$ 58,675 | \$ 60,097 | \$ 70,834 | \$ 76,200 | \$ 81,571 | \$ 86,330  |
| <b>5</b> |           |           | \$ 63,638 | \$ 74,373 | \$ 79,554 | \$ 85,111 | \$ 90,063  |
| <b>6</b> |           |           | \$ 67,178 | \$ 77,916 | \$ 83,283 | \$ 88,652 | \$ 93,696  |
| <b>7</b> |           |           |           | \$ 81,457 | \$ 86,821 | \$ 92,190 | \$ 97,381  |
| <b>8</b> |           |           |           | \$ 84,995 | \$ 90,361 | \$ 95,734 | \$ 101,060 |
| <b>9</b> |           |           |           | \$ 88,535 | \$ 93,904 | \$ 99,271 | \$ 105,996 |



**2021-2022 Teacher Gross Salary Grid**

**\*COLA Increase over 2020-2021**

|          | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | CLASS 5   | CLASS 6    | CLASS 7    |
|----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| <b>0</b> | \$ 42,762 | \$ 47,609 | \$ 49,076 | \$ 60,167 | \$ 65,709 | \$ 71,255  | \$ 75,585  |
| <b>1</b> | \$ 46,425 | \$ 51,265 | \$ 52,734 | \$ 63,822 | \$ 69,368 | \$ 74,913  | \$ 79,386  |
| <b>2</b> | \$ 50,079 | \$ 54,922 | \$ 56,388 | \$ 67,484 | \$ 73,023 | \$ 78,569  | \$ 83,194  |
| <b>3</b> | \$ 53,736 | \$ 58,579 | \$ 60,048 | \$ 71,141 | \$ 76,681 | \$ 82,229  | \$ 87,074  |
| <b>4</b> |           | \$ 62,236 | \$ 63,704 | \$ 74,795 | \$ 80,339 | \$ 85,886  | \$ 90,803  |
| <b>5</b> |           |           | \$ 67,362 | \$ 78,451 | \$ 83,803 | \$ 89,543  | \$ 94,659  |
| <b>6</b> |           |           | \$ 71,019 | \$ 82,111 | \$ 87,655 | \$ 93,201  | \$ 98,412  |
| <b>7</b> |           |           |           | \$ 85,769 | \$ 91,310 | \$ 96,856  | \$ 102,218 |
| <b>8</b> |           |           |           | \$ 89,423 | \$ 94,967 | \$ 100,517 | \$ 106,018 |
| <b>9</b> |           |           |           | \$ 93,080 | \$ 98,627 | \$ 104,171 | \$ 111,118 |

\*COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.

**2021-2022 Teacher Net Grid**

**\*COLA Increase over 2020-2021**

|          | CLASS 1   | CLASS 2   | CLASS 3   | CLASS 4   | CLASS 5   | CLASS 6    | CLASS 7    |
|----------|-----------|-----------|-----------|-----------|-----------|------------|------------|
| <b>0</b> | \$ 41,130 | \$ 45,977 | \$ 47,444 | \$ 58,535 | \$ 64,077 | \$ 69,623  | \$ 73,953  |
| <b>1</b> | \$ 44,793 | \$ 49,633 | \$ 51,102 | \$ 62,190 | \$ 67,736 | \$ 73,281  | \$ 77,754  |
| <b>2</b> | \$ 48,447 | \$ 53,290 | \$ 54,756 | \$ 65,852 | \$ 71,391 | \$ 76,937  | \$ 81,562  |
| <b>3</b> | \$ 52,104 | \$ 56,947 | \$ 58,416 | \$ 69,509 | \$ 75,049 | \$ 80,597  | \$ 85,442  |
| <b>4</b> |           | \$ 60,604 | \$ 62,072 | \$ 73,163 | \$ 78,707 | \$ 84,254  | \$ 89,171  |
| <b>5</b> |           |           | \$ 65,730 | \$ 76,819 | \$ 82,171 | \$ 87,911  | \$ 93,027  |
| <b>6</b> |           |           | \$ 69,387 | \$ 80,479 | \$ 86,023 | \$ 91,569  | \$ 96,780  |
| <b>7</b> |           |           |           | \$ 84,137 | \$ 89,678 | \$ 95,224  | \$ 100,586 |
| <b>8</b> |           |           |           | \$ 87,791 | \$ 93,335 | \$ 98,885  | \$ 104,386 |
| <b>9</b> |           |           |           | \$ 91,448 | \$ 96,995 | \$ 102,539 | \$ 109,486 |

\*COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021

## APPENDIX B

### LETTER OF UNDERSTANDING

Regarding "Interpretation of Sick Leave"

It is the intent of both parties to clarify the circumstances under which medical appointments qualify for "sick" leave under Clause 6.01.

It is understood that "routine" medical appointments are to be considered as "special leave" under Clause 6.05, not sick leave. In this context "routine" is taken to mean any scheduled, non-urgent medical visit.

Sick leave will continue to be used for medical visits necessitated by illness or injury, visits of an emergency or urgent nature, and visits necessitated by referrals resulting from illness, injury or ongoing treatment.

Where a teacher disagrees with the decision of the Superintendent as to the applicable clause to be used, an appeal may be made to The Board.



## APPENDIX C

### LETTER OF UNDERSTANDING

Regarding "Hours of Work"

Whereas effective January 1, 1997, Human Resources Development Canada requires hours of work to be recorded on Records of Employment; and Whereas for those employee groups for whom there are no pre-determined hours of work Human Resources Development Canada requires that an agreement be reached between the employer and the employee group as to what hours of work will be recorded on Records of Employment; It Is Hereby Agreed between The District and The Local Association:

The hours of work of full-time teachers to be recorded on Records of Employment will be 45.5 hours per week for 40 weeks per school year. The hours of work for part-time teachers to be recorded on Records of Employment will be the same percent of 45.5 hours per week that their percent of employment is of full-time. The hours of work of substitute teachers to be recorded on Records of Employment will be 9.1 hours per day of employment as a substitute teacher.

It Is Further Agreed that this agreement is solely for the purpose of completing Records of Employment for Employment Insurance and is not to be used for any other purposes whatsoever or submitted as a document to any proceeding or in relation to any matter not related to Employment Insurance.

**END OF COLLECTIVE AGREEMENT DOCUMENT 2018-2022**

