

July 1, 2018 – June 30, 2022

COLLECTIVE AGREEMENT
BETWEEN
THE GARDEN VALLEY SCHOOL DIVISION
AND
THE GARDEN VALLEY TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

ARTICLE 1: PURPOSE

It is the purpose of the parties to this Agreement to establish certain conditions of employment including a salary schedule for all teachers covered by this Agreement, and to provide a basis for both parties to improve the professional and academic services rendered to the school children and citizens of Garden Valley School Division.

ARTICLE 2: EFFECTIVE PERIOD

This Agreement shall come into force and take effect as from the first day of July 2018 and shall remain in force until the 30th day of June 2022. Thereafter it shall automatically renew itself annually unless either party gives the other written notice, by registered mail, of a desire to terminate or amend the Agreement. Should either party desire to terminate or amend the agreement, such party shall notify the other parties of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration thereof.

ARTICLE 3: SCOPE

All teachers on staff, holding a teaching certificate, currently recognized by Manitoba Education and Training, or a limited teaching permit issued under the Education Department Act (and teachers employed under Article 6), shall come within the scope of this Agreement.

ARTICLE 4: SALARY

4.01 BASIC SALARY SCHEDULE

September 2018 1.60%

Class	1	2	3	4	5	6	7
Increment							
0	37055	41207	46518	55889	59780	63095	66625
1	38773	43530	49357	59405	63481	66531	70142
2	40485	45860	52201	62926	67159	69966	73676
3	42209	48264	55039	66441	70883	73401	77207
4	43932	50510	57877	69966	74588	76839	80731
5	45658	52840	60714	73481	78289	80275	84259
6	47375	55163	63563	77001	81988	83708	87791
7	49096	57494	66400	80520	85689	87135	91315
8				84037	89393	90572	94845
9				87550	93091	94008	98319
10						97443	101905

September 2019 1.40%

Class	1	2	3	4	5	6	7
Increment							
0	37573	41784	47169	56672	60617	63978	67558
1	39315	44139	50048	60236	64369	67462	71124
2	41051	46502	52932	63807	68099	70945	74708
3	42800	48940	55809	67371	71876	74429	78288
4	44547	51218	58688	70945	75632	77915	81862
5	46297	53580	61564	74510	79385	81399	85439
6	48038	55935	64453	78079	83136	84880	89020
7	49784	58299	67329	81647	86889	88355	92593
8				85214	90644	91840	96172
9				88775	94394	95325	99696
10						98807	103331

September 2020 0.50%

Class	1	2	3	4	5	6	7
Increment							
0	37761	41993	47405	56955	60920	64298	67896
1	39512	44360	50299	60537	64691	67799	71479
2	41257	46735	53197	64126	68439	71300	75081
3	43014	49184	56088	67708	72235	74801	78679
4	44770	51474	58981	71300	76010	78304	82271
5	46529	53848	61872	74882	79782	81806	85866
6	48279	56215	64775	78469	83552	85305	89465
7	50032	58591	67666	82056	87324	88797	93056
8				85640	91097	92300	96653
9				89219	94866	95801	100194
10						99301	103848

4.01 BASIC SALARY SCHEDULE (cont'd)

September 2021 (COLA)

COLA will be determined as follows. In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Statistics Canada consumer price index (MB CPI All Items) change is made known, the increase will be applied retroactively to 21/22 school year.

All TBD amounts stated in this agreement will reflect this COLA increase.

4.02 ANNUAL INCREMENTS

- A. Except as hereinafter provided, teachers shall proceed from their initial salary by increments as indicated in Article 4.01 and 4.02 for each year of service in the teaching profession.
- B. Annual increments shall be paid on September 1 if the anniversary date of experience falls between April 1 and October 31, and on January 1 if the anniversary date of experience falls between November 1 and March 31.
- C. Any teacher who improves his or her academic or professional qualifications and thereby reaches a higher salary classification shall be paid according to such improved qualifications, as provided for in this Agreement, effective September 1 of the year in which such improved qualifications were obtained.

The onus is on the teacher to give notice to the Division of increased qualifications. The teacher must provide documentary evidence that his/her increased qualifications have been registered with the Manitoba Education and Professional Certification Unit. If evidence is not submitted by November 15 then the change in classification will be effective the month following submission of evidence.

4.03 CREDIT FOR EXPERIENCE

- A. Permit Experience:
Teachers shall receive credit for two years only of permit experience.
- B. Teachers on staff shall receive credit for experience as is recognized by the Manitoba Education Professional Certification Unit.
- C. Vocational Industrial and Business Education Teachers: Experience gained prior to becoming a teacher in this area shall be assessed at 1 increment for every 2 years of practical experience so achieved in the particular field of expertise to a maximum of 5 increments.

4.04 EDUCATIONAL QUALIFICATIONS

- A. For the purpose of the salary schedule, teachers shall be classified according to the classification awarded them by the Manitoba Education Professional Certification Unit. (Manitoba Regulation 515/88R).
- B. Unspecified Qualifications
If a teacher engaged by the Division whose qualifications cannot be specifically defined by the terms of this Agreement, the Division shall meet with the Division Association Committee to determine the placement of such teachers on the salary schedule not later than 15 days following the effective date of employment.

4.05 SALARY PAYMENTS

The Board is prepared to provide salary 2X per month including July and August.

4.06 INTEREST ON RETROACTIVE PAY

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be calculated at the Board's average deposit interest rate over the last 12 months on the date the Agreement is signed.

Interest on Retroactive Pay is waived for the 2018-22 collective agreement.

4.07 PER DIEM SALARY RATES

Wherever in this Agreement deduction of salary during a leave of absence or payment of salary is to be made at the per diem rate, the amount of deduction or payment shall be calculated in accordance with the appropriate formula set out below:

A. Payment at Per Diem Rate

No. of days for which payment is due

No. of school days in the school year

As defined by the Minister of Education

X

Teacher's Current Annual Salary

B. Deduction at Per Diem Rate

No. of days leave without pay

No. of school days in the school year

As defined by the Minister of Education

X

Teacher's Current Annual Salary

ARTICLE 5: ADMINISTRATION ALLOWANCE

5.01 The Principal's and Vice-Principal's salary shall be composed of two elements as follows:

A. A basic salary according to Article 4.01 of this Agreement, plus

B. An allowance for administrative and supervisory duties as follows:

1. **Principal Allowance:**

Effective 1st day of the Fall Term 2018 (1.60%):

a base of \$3,266 plus \$809 per teacher supervised to a maximum of \$28,662 except High Schools where the maximum shall be \$30,449.

Effective 1st day of the Fall Term 2019 (1.40%):

a base of \$3,312 plus \$820 per teacher supervised to a maximum of \$29,064 except High Schools where the maximum shall be \$30,875.

Effective 1st day of the Fall Term 2020 (0.50%):

a base of \$3,329 plus \$824 per teacher supervised to a maximum of \$29,209 except High Schools where the maximum shall be \$31,029.

Effective 1st day of the Fall Term 2021 (COLA):
 a base of \$TBD plus \$TBD per teacher supervised to a maximum of \$TBD
 except High Schools where the maximum shall be \$TBD.

2. Vice-Principal Allowance:

Where the Board appoints a Vice-Principal, the Vice-Principal shall be entitled to an allowance of 60% of the principal's allowance x percent (%) of administrative time as designated by the Board.

3. Acting Principal Allowance:

The Principal shall appoint a teacher to serve as the Acting Principal when the school's principal and vice-principal(s) are both absent from the school, or when the principal, where there is no vice-principal, is absent from the school. The Acting Principal shall be paid an administrative allowance of 30% of the Principal's per diem allowance (minimum \$21.00) for each half day (1/2) in this position.

4. Head Teacher Allowance:

In those administration units that have a supervising Principal, a teacher shall be appointed as the head teacher in each school within the unit and shall be paid an annual allowance for this appointment as follows:

Effective 1st day of the Fall Term 2018 (1.6%): \$1,426
 Effective 1st day of the Fall Term 2019 (1.4%): \$1,446
 Effective 1st day of the Fall Term 2020 (0.5%): \$1,454
 Effective 1st day of the Fall Term 2021 (COLA): \$TBD

For those units that have a Vice-Principal, no head teacher will be appointed in the supervising location.

5.02 Coordinator Allowance:

A teacher appointed as a coordinator shall receive compensation at the following annual rates:

	Level 1 (First Year)	Level 2 (Second Year)	Level 3 (Third Year)
Effective 1st day of the Fall Term 2018 (1.6%)	\$3040	\$4567	\$6070
Effective 1st day of the Fall Term 2019 (1.4%)	\$3082	\$4631	\$6155
Effective 1st day of the Fall Term 2020 (0.5%)	\$3098	\$4654	\$6185
Effective 1st day of the Fall Term 2021 (COLA)	\$TBD	\$TBD	\$TBD

5.03 Multi-Grade Classes:

Teachers teaching in multi-grade classes shall be paid the following annual rates per grade in excess of one grade except in High Schools and the following: Band, Music, Choir, Physical Education, Industrial Technology and similar situations.

Effective 1st day of the Fall Term 2018 (1.6%) \$345
 Effective 1st day of the Fall Term 2019 (1.4%) \$350
 Effective 1st day of the Fall Term 2020 (0.5%) \$352
 Effective 1st day of the Fall Term 2021 (COLA) \$TBD

ARTICLE 6: SUBSTITUTE TEACHERS

- 6.01 Substitute teacher means a teacher employed on a day to day basis.
- 6.02 Substitute teachers shall not be eligible for wages, benefits or rights under this Collective Agreement except as may be specifically covered in this article.
- 6.03 Substitution days cannot be accumulated from one assignment to another.
- 6.04 A substitute teacher who assumes the teaching workload of a teacher for a period of five (5) consecutive days or more shall be paid the per diem rate of his or her classification according to qualifications and experience under Article 4.01, retroactive to the first day.
- 6.05 The following articles of the Collective Agreement apply to substitute teachers:
- | | |
|--------------|--|
| Definitions | |
| Article 1 | Purpose |
| Article 2 | Effective Period |
| Article 4.01 | Basic Salary Schedule (information purposes only) |
| Article 4.02 | Annual Increments (information purposes only) |
| Article 4.03 | Credit for Experience (information purposes only) |
| Article 4.04 | Education Qualifications (when Article 6.10 applies to a substitute teacher) |
| Article 12 | Duty Free Meal Period |
| Article 20 | Settlement of Differences |
| Article 23 | Discipline |
| Article 27 | Freedom from Violence |
| Article 28 | Employment Related Harassment |
- 6.06 Manitoba Teachers' Society fees shall be deducted and remitted from a substitute teacher's pay in accordance with the guidelines established by the Manitoba Teachers' Society.
- A. Garden Valley Teachers' Association fees shall be deducted and remitted from a substitute teacher's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.
- B. The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of Manitoba Teachers' Society fees or Garden Valley Teachers' Association fees.
- 6.07 In September, substitute teachers shall be paid on the last teaching Friday of the month. For the remainder of the school year, substitute teachers shall be paid no later than the 15th of each month.
- 6.08 Substitute teachers employed by the Division shall be paid at the following rates:
- Effective the first day of the Fall Term 2020:
- Teachers without a degree shall be paid at the rate of \$135 per day including vacation pay.
Teachers with a degree shall be paid at the rate of \$158 per day including vacation pay.
- Effective the first day of the Fall Term 2021 (COLA):
- Teachers without a degree shall be paid at the rate of \$TBD per day including vacation pay.
Teachers with a degree shall be paid at the rate of \$TBD per day including vacation pay.

- 6.09 A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment.
- 6.10 A substitute teacher who has been employed for at least twenty (20) consecutive days of substitute teaching in the same assignment shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General Contract.
- 6.11
- A. A substitute teacher who is called for a half day assignment and shows up to the school and is told by the school administrator that their services are not required, shall be paid a half-day's pay.
- B. A substitute teacher who is called for a full day assignment and shows up to the school and is told by the school administrator that their services are not required, shall be paid a full-day's pay.
- 6.12 The only matters which may be grieved under Article 20: Settlement of Differences by a substitute teacher or the Association on behalf of the substitute teacher are the provisions of this article, and the substantive rights and obligations of employment related and human rights statutes to the extent that they are incorporated into this Collective Agreement.
- 6.13 A substitute who replaces an itinerant teacher, who receives mileage, shall receive the same mileage rate provided that the substitute teacher fulfills the travel requirements of the teacher for that day.

ARTICLE 7: SICK LEAVE

- 7.01 Upon working the first day of the school year, each full-time teacher shall be credited with twenty (20) days sick leave with full salary at the beginning of each year of employment as a teacher, subject to the maximum provisions in 7.02. The entitlement shall be pro-rated for a teacher who works part time, or does not work the entire school year either on a Teacher General or Limited Term Teacher– General contract.
- 7.02 The maximum provision of sick leave days will be 130.
- 7.03 Teachers employed on a part time basis who have a contract with the Division, shall be granted sick leave with pay pro-rated based on full time equivalents ("F.T.E.").
- For example: A teacher who is employed by the Division for 50% time would be eligible for twenty (20) 50% days per year to a maximum of one hundred thirty (130) 50% days per year. If this teacher's time increased to 100% and was then required to use sick time, 130 50% days would be converted to 65 F.T.E. days for the purposes of determining the teacher's sick leave entitlement while employed at 100%.
- 7.04 Each teacher employed under contract by the Division will receive notification of accumulated sick leave entitlement no later than the last teaching Friday of September.
- 7.05 There shall be no accumulation of sick leave credited for periods of Leave of Absence and/or Deferred Salary Leave.
- 7.06 Should the Division become eligible for a reduction on premium under the Employment Insurance Act, the teachers' 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the spring and fall terms) to the treasurer of the Association.
- 7.07 **Sick Leave Usage – Family Medical Leave**

Each teacher is permitted to use up to five (5) days of accumulated sick leave per year to attend to family related medical issues. This leave is for serious medical issues for members of the teacher's immediate family which includes the teacher's parents, teacher's spouse's parents, spouse/common law partner, or child/step child. Staff should use local services where possible and arrangement of appointment times that would minimize their absence. This leave is non-cumulative from one school year to the next school year. This leave is prorated for part-time teachers. A doctor's certificate may be requested.

ARTICLE 8: COMPASSIONATE LEAVE

- 8.01 Each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding four (4) days in the case of death or serious illness of any member of the immediate family of the teacher. Immediate family shall include: spouse, child, parent, brother, sister, parent-in-law, grandparent of the teacher or spouse, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- 8.02 In addition, each teacher shall be allowed compassionate leave without loss of salary up to, but not exceeding one day in the case of death or serious illness of an aunt, uncle, niece and nephew.
- 8.03 Each teacher shall be entitled to one (1) paid compassionate leave day per year for any other person not defined above.
- 8.04 Additional leave beyond this for compassionate reasons regarding the people mentioned in this clause may be granted at the discretion of the Board, with such additional leave at substitute deduction.

ARTICLE 9: LEAVE FOR EXECUTIVE DUTIES

- 9.01 A teacher, being a member of The Manitoba Teachers' Society Executive Committee or of the Executive Committee of any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society, or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee which he/she is a member of or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes. In any one school year the aggregate number of leave days approved division wide shall not exceed 30 days. In those years that a teacher is elected to the MTS Provincial Executive the aggregate number shall not exceed 35 days.
- 9.02 The cost of providing the substitute teacher shall be assumed by the Society and shall not be a charge upon the Division. No additional leave of absence beyond 35 days in a school year shall be taken for the purpose mentioned above except with the consent and approval of the Board thereof prior to taking such a leave.
- 9.03 In addition to the provisions of the first paragraph of Article 9.01, any teacher who is elected President of the Garden Valley Teachers' Association shall be seconded for up to 100% FTE. The Association shall inform the Division of the secondment time for a school year by May 30 of the previous school year. Such time shall be taken at a time mutually agreed to between the Association and the Division.
- 9.04 The Association shall reimburse the Division for all salary and benefits costs of the secondment.
- 9.05 Upon return from the secondment, the teacher shall be placed in the same assignment held by the teacher prior to the secondment, unless there is a mutual agreement between the teacher and the Division to do otherwise.
- 9.06 Leave taken under this article shall not be taken on parent teacher days, professional development days, or administrative days unless the Division has expressly given consent to do so by the Superintendent.

ARTICLE 10: PARENTING LEAVE

Maternity and Parental Leaves

- 10.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental leave in accordance with this article.
- 10.02 Every teacher shall be entitled to unpaid parental leave.
- 10.03 The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.

10.04 Supplemental Employment Benefits Plan

Maternity or Parental leaves shall be in accordance with the Employment Standards Code of the Province of Manitoba.

Top-Up Benefits

- A. Effective July 1, 2017 a teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary (gross salary means the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- B. Effective July 1, 2017 the division shall pay a teacher on Maternity Leave and/or Parental/Adoptive leave:
- (1) if the teacher's one (1) week or five (5) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to eighty (80) teaching days of Maternity Leave Top-Up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
 - (2) if the teacher's one (1) week or five (5) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
 - (3) 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:

- (4) 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;
- (5) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes (maternity leave);
- (6) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

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

- C. 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 Division.

Parenting Leave

- 10.11 When a teacher requests leave from teaching duties to be with the teacher's partner while she is having a baby or they are adopting a child, such leave, up to two additional days, shall be granted as leave with pay.

ARTICLE 11: PERSONAL LEAVE

- 11.01 The principal and/or the superintendent shall grant a teacher personal leave up to but not exceeding two teaching days in one school year, with the provision that the teacher taking said leave:

- A. Makes suitable arrangements with the principal and/or superintendent;
- B. Be deducted the actual cost of the substitute teacher replacing the teacher taking personal leave for the second personal leave day; the first personal leave day will be at no substitute teacher deduction. Where no substitute teacher is required the deduction for personal leave shall be at the rate specified in the current collective agreement for substitute teachers not holding a recognized university degree.

ARTICLE 12: DUTY FREE NOON HOUR MEAL PERIOD

- 12.01 Except in cases of emergency, or in unforeseen circumstances, every teacher shall be entitled to an uninterrupted meal period of fifty-five minutes duration between 11:00 a.m. and 2:00 p.m. each school day. Designated professional staff will be on call on the premises during the meal period to deal with emergencies or unforeseen circumstances.
- 12.02 It is understood by both the Board and the Association that teachers may, on an individual and voluntary basis, agree to hold meetings during the meal period. Any activities undertaken with students by teachers during the meal period will be completely voluntary.

ARTICLE 13: EARLY RETIREMENT INCENTIVE

- 13.01 The Division will provide an Early Retirement Incentive to teachers under contract to the Division in accordance with the foregoing:

- A. That seven (7) consecutive years of service with the Garden Valley School Division be required with the last year of employment being the year in which the Early Retirement Incentive is taken.
- B. A Deferred Salary Leave shall not constitute a break in service with the Division.
- C. That a sliding incentive scale be used, as follows:
 - 54 and 55 years of age to receive \$15,000.00;
 - 56 and 57 years of age to receive \$12,000.00.
- D. That the incentive payment be pro-rated based on time taught during the seven (7) consecutive years of employment prior to the incentive being taken.
- E. That there be no restriction on the number of incentives offered, provided applicants meet the eligibility requirements stipulated above and have submitted notification of retirement prior to March 15 of the school year in which they wish to retire. Teachers submitting such notification will be permitted to complete the school year.
- F. That the Early Retirement Incentive take effect January 1, 1994.

ARTICLE 14: PREPARATION TIME

Effective the first day of the fall term 2012:

- 14.01 Each classroom teacher shall be entitled to an equivalent of six (6) regular teaching periods per six (6) day cycle for preparatory work as scheduled within their school timetable.
- 14.02 Part time classroom teachers shall be provided preparation time on a pro rata basis on their percentage of contract.
- 14.03 It is expected and shall be the responsibility of each teacher to utilize the preparation time provided to them in a productive, efficient manner towards fulfilling the educational needs of his/her students. Teachers are expected to remain in their assigned school during the preparation time except with the approval from the school principal or designate.

ARTICLE 15: MEMBERSHIP FEES

- 15.01 The Manitoba Teachers' Society membership fees shall be deducted monthly from every member and remitted monthly to the Manitoba Teachers' Society.
- 15.02 The Association fees shall be deducted from every member each pay period and remitted monthly to the Association.
- 15.03 The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of Manitoba Teachers' Society fees or Garden Valley Teachers' Association fees.

ARTICLE 16: GROUP LIFE INSURANCE

- 16.01 The Board will administer the Manitoba Public School Employees Group Life Insurance Plan #50561-G according to the terms and conditions of the Master Policy of the said plan.

- 16.02 Unless otherwise excluded, the employees' share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.
- 16.03 All employees coming on staff after the effective date of the implementation of the plan in the Division (District) shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.

ARTICLE 17: DENTAL INSURANCE PLAN

- 17.01 The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), (MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the collateral agreement.
- 17.02 All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
- 17.03 The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.
- 17.04 The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) 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 Dental and EHB Plan(s)). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
- A. An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
 - B. 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 Dental and 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
 - C. 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 Dental and/or Extended Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 18: VISION PLAN

- 18.01 The Division shall administer the Vision Health Benefits Plan pursuant to the terms and conditions of the Plan. The premiums for the Plan shall be paid by the employee.

ARTICLE 19: SHORT TERM DISABILITY

- 19.01 The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.

- 19.02 All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- 19.03 Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- 19.04 The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
- A. Deducting premiums from the teachers;
 - B. Enrolling newly hired eligible teachers in the Plan;
 - C. Completing a premium statement to accompany premium remittances;
 - D. Distributing plan information to teachers from time to time;
 - E. Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.
- 19.05 Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- 19.06 The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- 19.07 The Association will continue to receive 5/12 of the EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

ARTICLE 20: SETTLEMENT OF DIFFERENCES

- 20.01 Where a violation of this Agreement is alleged by a party to or persons bound by the Agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this Agreement, either party shall:
- A. within thirty (30) teaching days of the event giving rise to the alleged violation or difference, or
 - B. within thirty (30) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference notify the other party in writing stating the alleged violation or difference and the solution sought.
 - C. If the alleged violation or difference is not settled to the satisfaction of the parties within ten (10) teaching days from the date of the written notification, then the matter shall, upon the written request of either party, be submitted to an arbitration board, consisting of three members.
 - D. The request for arbitration shall be made not later than ten (10) teaching days after the expiration of the ten (10) day period provided for the negotiated resolution of the dispute.
 - E. Each of the parties to the dispute, shall within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment.

- F. These two arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairperson. Should the two arbitrators fail to agree upon a chairperson, within the requested seven (7) days, either party may request the Manitoba Labour Board to appoint a chairperson.
- G. Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply with the necessary changes in points of detail to a single arbitrator.
- H. Except as herein provided the Labour Relations Act applies.

ARTICLE 21: DUE PROCESS FOR ADMINISTRATORS

- 21.01 No teacher in an administrative or supervisory position for at least one (1) year shall suffer a reduction in salary or be transferred from such a position to another OR to a non-administrative or nonsupervisory position until:
 - A. he/she has first received notice, in writing, of the specific reason(s) why such a reduction in salary or change in position is being contemplated; whereupon,
 - B. he/she shall have the opportunity of a fair hearing to make representation in person or through his/her representative to the Board, 'in camera', to respond to the reason(s), should he/she so desire; and
 - C. where the teacher is not satisfied that the action taken by the Board is fair and reasonable, the Board's action shall be deemed to be a difference between the parties or persons bound by this Collective Agreement under Article 20 Settlement of Differences.

ARTICLE 22: LAY-OFF/SENIORITY

- 22.01 The Division will provide a seniority list to the Association by March 31 of each year.
- 22.02 When it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Board shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those tenured teachers having the least seniority identified in sufficient numbers to enable the Board to lay-off the required number of teachers after taking into account the special subject, program and administrative needs of the Board. The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the first seniority list.
- 22.03 Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- 22.04 **Definitions**
 - A. **Training:** Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.

- B. **Academic Qualifications:** Refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of Manitoba Education and Training.
- C. **Experience:** The practical applications of the training over a period of time with respect to the particular subject or subjects.
- D. **Length of Teaching Service:**
1. Seniority for the purpose of this policy is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 contract or Teacher General Contract.
 2. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.
 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 teaching experience recognized by the Province of Manitoba for classification purposes.
 4. If the length of teaching experience as defined in 1., 2., and 3. is equal, the teacher to be declared surplus shall be determined by the Board.
- 22.05 In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-offs and shall provide the Association with a list of teachers to be laid-off.
- 22.06 Notice of lay-off and a copy of this article shall be given to the teacher by registered mail no later than the first day of May of any school year. The teacher, within ten (10) teaching days of receiving notice of lay-off, shall indicate, in writing of his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- 22.07 If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid-off and have given notice by registered mail under paragraph 22.06 above shall be offered the position first as it becomes available, when positions become vacant provided such teachers have the necessary training, academic qualifications and experience for the positions available. Length of teaching service with the Board will be used to determine the order in which the laid-off teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications and experience.
- 22.08 It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this policy, within 15 teaching days of the registered letter being sent, his/her intent to return to work and shall be required to return to work on the date set out in the notice which shall not be less than one month's calendar days following such notification, unless by written mutual agreement.
- Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that teacher's placement on the re-employment list and he/she shall lose seniority.
- 22.09 A teacher will retain and accrue seniority if absent from work because of:

- A. illness or accident up to the maximum days accumulated under the provisions of the Collective Agreement;
- B. a leave of absence up to thirty (30) calendar days;
- C. parenting leave under the provisions of the Employment Standards Act.

22.10 A teacher shall retain but not accrue seniority if the teacher is:

- A. on leave of absence in excess of thirty (30) calendar days;
- B. laid-off for a period of time less than that set out in Article 22.11 (c.) hereof;
- C. absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
- D. sabbatical leave;
- E. absent because the Division has granted more parenting leave than required by the Employment Standards Act.

22.11 Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:

- A. the teacher resigns;
- B. the teacher fails to return to work after the termination of any leave granted by the Board;
- C. the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
- D. the teacher's contract is terminated for cause;
- E. any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and experience to perform the work in the position offered shall forfeit all right of seniority and re-employment.

A teacher who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.

- F. the teacher is employed by another School Board on a regular basis and on a Form 2 contract or Teacher General contract.

22.12 If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

22.13 Notwithstanding any other provisions of this article, the lay-off provisions shall not apply to teachers who are not tenured or to teachers employed on a fixed term contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division.

Tenure means the status of a teacher as defined in Sections 92(5) and 92(6) of the Public Schools Act, who is continuously employed by the School Board for more than one full school year or who was employed by one other School Board in the Province for more than one full school year within three years prior thereto.

ARTICLE 23: DISCIPLINE

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

- A. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by the Collective Agreement and where the affected person is not satisfied that the discipline is for just

cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 20 - Settlement of Differences.

- B. When such a difference is referred to a Board of Arbitration under Article 20, the Board of Arbitration shall have the power to:
1. uphold the discipline
 2. rescind the discipline
 3. vary or modify the discipline
 4. order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline
 5. do one or more of the things set out in subclause 1, 2, 3 and 4 above.
- C. The written warning(s) shall not include Teacher Evaluations done pursuant to Division policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- D. The Association agrees that the Division or any agent thereof has the right to suspend an employee with or without pay for just cause.

ARTICLE 24: TERM CONTRACTS

- 24.01 A teacher who has been employed full time or part time in the Division under a Limited Term Teacher – General contract for two (2) successive entire school years and who subsequently is employed under a Teacher - General contract shall be deemed to have been employed under a Teacher - General contract since the commencement of his or her successive duties under a Limited Term Teacher - General contract, and shall be entitled retroactively to seniority.
- 24.02 Sick leave earned but not utilized, while employed on a term contract, may be carried forward to employment under a Teacher - General or subsequent Limited Term Teacher - General, only in instances where employment on a Limited Term Teacher - General has been continuous and there has been no break in service. For the purpose of this clause, a continuous Limited Term Teacher - General contract will be employment with the Division under the Limited Term Teacher – General contract where there has been no break in service between one Limited Term Teacher – General contract and another Limited Term Teacher - General contract or Teacher – General contract. For further clarity, the summer, winter and spring breaks do not constitute a break in service provided that the teacher has a summer, winter or spring break and a Limited Term Teacher – General or Teacher - General contract is in force and in effect the first teaching day following that summer, winter or spring break.

ARTICLE 25: EXTRA-CURRICULAR ACTIVITIES

- 25.01 Effective September 2015, a teacher who participates in extra-curricular activities shall be entitled to a paid leave of absence of one (1) day per school year, non-cumulative provided that at least fifty (50) hours of extra curricular duties are performed in that school year. A teacher who participates in an additional fifty hours (a total of 100 hours) of extra curricular duties shall be entitled to a second day of paid leave of absence per school year. Extra-curricular Hours in a school year that are less than fifty (50) can be carried over to the following school year and can be combined with hours earned in the subsequent school year in order to reach one day of extra-curricular leave. However, those carried over hours expire at the end of the following year.
- 25.02 A part time teacher shall be entitled to the equivalent time off as that of a full time teacher.

- 25.03 In the case where the teacher accumulates sufficient hours to qualify for a day of leave in any school year, the teacher may choose to take the day in the following school year. The maximum leave allowed to be carried over by a teacher to the next school year shall be one day.
- 25.04 An extra-curricular activity is an activity which has received prior approval from the school principal. In areas where a question arises regarding whether an activity would qualify under this clause, the school principal will consult with the Superintendent.
- 25.05 Leave taken under this article shall not be taken on parent teacher days, professional development days, or administrative days unless the Division has expressly given consent to do so by the Superintendent.
- 25.06 This leave is contingent on the Division finding a replacement teacher. Prior notification must be submitted in writing to the teacher's principal for extra-curricular leave.
- 25.07 Said leave is on a first come first served basis and must be taken in no less than half-day increments.

ARTICLE 26: PART-TIME TEACHERS

- 26.01 Teacher employed on a part-time basis shall be paid a rate based on the fraction of the time employed.
- 26.02 When required by the Division, part-time teachers participating in professional development activities (except SAGE), administrative day activities, early dismissal staff meetings and field trips that occur during the school day which are over and above their regularly scheduled instructional day, shall receive a pro-rated share of their annual salary rate for that time spent in these activities.
- 26.03 Part-time teachers who apply for a full time teaching position shall be entitled to an interview if, as determined by Administration, the teacher has the appropriate level of skill, ability and competence for the position applied.

ARTICLE 27: FREEDOM FROM VIOLENCE

- 27.01 The parties recognize the principle that all teachers in the Garden Valley School Division should have a working environment free from physical violence, emotional or sexual abuse or harassment, and the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.
- 27.02 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.
- 27.03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.
- 27.04 If an act of student violence results in a student suspension, the offended member of staff shall, in consultation with and the approval of the principal, have the option of attending the re-entry meeting with the student.

ARTICLE 28: EMPLOYMENT RELATED HARASSMENT

- 28.01 The Division recognizes the right of teachers to an environment free from harassment including:
- A. Conduct which creates an intimidating, hostile or offensive environment or interferes with a teacher's ability to provide satisfactory service.
 - B. Harassment as defined by the Human Rights Code.

ARTICLE 29: SIGNATURES

Dated at Winkler, Manitoba, this 13 day of April, 2021.

Signed and agreed on behalf of the
Garden Valley School Division



Chairman

Signed and agreed on behalf of the
Garden Valley Teachers' Association
of The Manitoba Teachers' Society



President



Secretary-Treasurer



Collective Bargaining Co-Chair

