



COLLECTIVE AGREEMENT

between

Beautiful Plains School Division

and

The Beautiful Plains Teachers' Association
of the
Manitoba Teachers' Society

JULY 1, 2009 – JUNE 30, 2010

**COLLECTIVE AGREEMENT
(JULY 1, 2009 – JUNE 30, 2010)**

TABLE OF CONTENTS

Article 1	Agreement.....	page 1
Article 2	Effective Date and Period.....	page 1
Article 3	Basic Salary.....	page 1-2
Article 4	Annual Administrative Allowance.....	page 2
Article 5	Proof of Qualifications.....	page 2
Article 6	Credit for Experience.....	page 3
Article 7	Payment of Salary.....	page 3
Article 8	Society Fees.....	page 3
Article 9	Multiple Grades in a Classroom.....	page 3
Article 10	Meal Period.....	page 4
Article 11	Preparation.....	page 4
Article 12	Leaves of Absence.....	page 4-5
Article 13	Sick Leave.....	page 5
Article 14	Birth / Adoptive Leave.....	page 5
Article 15	Substitute Teachers.....	page 6-7
Article 16	Settlement of Differences.....	page 7-8
Article 17	Written Warnings and Suspensions.....	page 8
Article 18	Teacher-Board Liaison Committee.....	page 8
Article 19	Insurance Plans.....	page 8-9
Article 20	Interest on Retroactive Pay.....	page 9
Article 21	Lay-off Procedures.....	page 9-11
Article 22	Extra-Curricular Activities.....	page 11-12
Article 23	Freedom from Violence.....	page 12
Article 24	Maternity/Adoptive/Parental Leave Salary Top-Up.....	page 12-13

COLLECTIVE AGREEMENT
(JULY 1, 2009 – JUNE 30, 2010)
BETWEEN
THE BEAUTIFUL PLAINS SCHOOL DIVISION
AND
THE BEAUTIFUL PLAINS TEACHERS' ASSOCIATION
OF THE
MANITOBA TEACHERS' SOCIETY

Article 1: This agreement is by and between the Beautiful Plains School Division hereinafter referred to as the Board and the Beautiful Plains Teachers' Association of the Manitoba Teachers' Society hereinafter referred to as the Association. This agreement supersedes any and all previous Collective Agreements entered into by the Board and the Association.

Article 2: **Effective Date and Period**

This agreement shall come into force and take effect on the first of July 2009 and shall remain in force until June 30, 2010 and shall be automatically renewed from year to year unless either party to the agreement gives the other party written notice by registered mail of a desire to terminate or amend the agreement. Should either party desire to terminate or amend this agreement, such notice shall notify the other party of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date.

Article 3: **Basic Salary**

3.01 **Salary Schedule**

Effective the fall term 2009 teachers shall be paid according to the following salary schedule:

	<u>CLASS I</u>	<u>CLASS II</u>	<u>CLASS III</u>	<u>CLASS IV</u>	<u>CLASS V</u>	<u>CLASS VI</u>	<u>CLASS VII</u>
Increments	7 x 1382	7 x 1866	8 x 1975	10 x 2531	10 x 2661	10 x 2734	10 x 2825
<u>Years Teaching Experience</u>							
0	31,503	34,745	39,133	46,499	49,755	52,379	55,236
1	32,885	36,611	41,108	49,030	52,416	55,113	58,061
2	34,267	38,477	43,083	51,561	55,077	57,847	60,886
3	35,649	40,343	45,058	54,092	57,738	60,581	63,711
4	37,031	42,209	47,033	56,623	60,399	63,315	66,536
5	38,413	44,075	49,008	59,154	63,060	66,049	69,361
6	39,795	45,941	50,983	61,685	65,721	68,783	72,186
7	41,177	47,807	52,958	64,216	68,382	71,517	75,011
8			54,933	66,747	71,043	74,251	77,836
9				69,278	73,704	76,985	80,661
10				71,809	76,365	79,719	83,486

3.02 (a) Increments

All increments shall become effective on the first day of the month following the month in which there is an accumulation of 10 months of teaching experience.

3.02 (b) Part-Time Teachers

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

- i) be paid according to their qualifications as established in Article 3.03.
- ii) be paid at a rate based on the fraction of the time employed.
- iii) the service of a part-time teacher shall be accumulated on the proportion of actual percentage of time employed in each school year. Wherever a part-time teacher's accumulated service equals 10 months, he/she shall receive an increment effective on the first day of the month following the month in which there is an accumulation of 10 months teaching experience.
- iv) Part-time teachers shall participate in professional development, administration and parent teacher interviews during the regular school days when requested by the employer. Time in lieu of compensation may be given if mutually agreed upon between the teacher and the employer. A part-time teacher shall receive salary for the time spent above their scheduled teaching time during the school day for the above functions. The portion of salary to be paid is calculated by prorating the annual salary by the time worked to the number of days in the school year.

3.03 Classification

For the purpose of the salary schedule a teacher shall be classified by completed years of professional and academic training as recognized by the Professional Certification Unit of Manitoba Education and Training. No teacher shall suffer a reduction in classification as a result of adoption of this clause.

Article 4: Annual Administrative Allowance

4.01 Effective the fall term 2009, each Principal shall be paid an allowance for administrative and supervisory duties of \$1,435 for the first F.T.E. staff; \$800 for the next three (3) F.T.E. staff; \$695 for the next eighteen (18) F.T.E. staff and \$328 for each additional F.T.E. staff. The Principal will not be considered a teacher for the purpose of this calculation if the school enrolment as of September 30th is greater than 150 full time equivalent students. Prorated full time equivalent instructional staff as of September 30th shall be used in this calculation.

4.02 Allowance for a Vice-Principal will be 50% of the Principal's administrative allowance.

4.03 Additional supervisory positions not covered by this agreement shall be negotiated between the Board, the Association and the individual involved.

4.04 When the Principal and Vice-Principal (if applicable to the school) are absent from the school, the acting Principal, shall be paid \$2.62 per day per prorated full time equivalent instructional staff.

Article 5: Proof of Qualifications

5.01 A teacher must provide the Board with proof of qualifications.

5.02 When there is a change in salary due to change of qualifications:

the onus is on the teacher to give notice to the Division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Certification Unit. When such evidence of change of qualifications has been received by November 15th, the salary change commensurate with the change of qualifications shall be effective September 1. When such

evidence is received after November 15th, the salary change shall be effective the first of the month following the date of the confirmation letter from the Teacher Certification and Records Branch.

Article 6: **Credit for Experience**

A teacher employed by the Board shall be allowed credit for all experience after the three-month summer course or the obtaining of a valid teaching certificate.

Article 7: **Payment of Salary**

7.01 Teachers shall be paid in twelve (12) equal payments on the last teaching Friday of each month, except the months of December and June when payment shall be made on the last teaching day of the month. The July and August deposits shall be payable on the last Friday of each of these months.

7.02 The July and August salary of any year shall be deemed to have been earned in the previous ten month school year.

7.03 If a teacher's contract shall be terminated as provided therein, 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 the number of days taught is of the number of days in the current school year.

Article 8: **Society Fees**

8.01 The Manitoba Teachers' Society dues shall be deducted from every teacher covered by this agreement. The dues for membership in the MTS payable by a teacher shall be deducted in twelve equal consecutive installments commencing with the September cheque. Total of dues deducted shall be remitted semi-annually to the Manitoba Teachers' Society immediately after December and August payrolls.

8.02 Unless there is a written request to the contrary, the annual fee for membership in the Beautiful Plains Teachers' Association of the Manitoba Teachers' Society shall be deducted in two equal deductions; one in October and the other in March. The Division will remit to the Beautiful Plains Teachers' Association the total of each deduction not later than the fifteenth day of the following calendar month.

8.03 The Beautiful Plains Teachers' Association and Manitoba Teachers' Society 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 local Association fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

Article 9: **Multiple Grades in a Classroom**

9.01 Effective the fall term 2009 any teacher teaching two grades in a classroom over 50% of his/her time shall be paid an additional allowance of \$37.03 per student to a maximum of \$1,104 per annum. The basis for computation shall be the enrollment as of September 30.

- OR -

any teacher teaching three grades or more in a classroom shall receive an allowance of \$1,104 per annum.

9.02 This article does not apply to Senior 1, 2, 3 and 4 at Carberry Collegiate and Neepawa Collegiate or to Special Education classes. Teaching one grade and supervising another in the same room at the same time shall be included within the meaning of this clause.

Article 10: **Meal Period**

Effective February 1, 2010, every teacher is entitled to an uninterrupted meal period between 11:00 am and 2:00 pm equal to five (5) minutes less than the mid day lunch for students for which the teacher is primarily assigned. Designated staff will be on call during this meal period to deal with emergencies or unforeseen circumstances.

Article 11: **Preparation**

The Board recognizes in principle the need for some spares for preparation in certain areas and on the recommendation of the Superintendent the Board will consider each case.

Article 12: **Leaves of Absence**

12.01 **Association Leave**

A teacher being a member of the Manitoba Teachers' Society Executive or any branch thereof or any special committee or any branch thereof and being authorized by the Executive of the Society in the matter of the Society business requiring absence from school, shall have the right to be absent to attend such meetings or to act as such representative or delegate and shall be excused from school duties on not more than a total of five teaching days in any school year, provided the substitute rate is assumed by the Society. A maximum of twenty-five (25) teaching days leave for the above purpose will be provided for by the Board. Further days may be granted by the Board at 1/N (Where N is the number of days in the school year) of the teacher's annual salary, provided that in the judgment of the Board his/her class or administrative duties are left in the hands of a qualified substitute.

12.02 **Compassionate Leave**

A teacher shall be entitled to four (4) days without loss of salary in case of death or life threatening illness of an immediate family. Immediate family to include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. A teacher is entitled up to three days of leave without loss of salary to attend the funeral for grandparents, spouse's grandparents, son-in-law, and daughter-in-law. A teacher is entitled to one day without loss of salary to attend the funeral to act as pallbearer or to attend the funeral of a good friend. Additional leave may be granted at the discretion of the Division.

12.03 **Personal Leave**

a) **Personal Leave with Pay**

Each teacher or principal shall be allowed for good reason, one day of personal leave per school year without loss of salary. However, no more than 10% of teachers per school shall be granted personal leave without loss of salary on any one day to extend the Christmas Break, Spring Break, or at the beginning or end of the school year. Any fraction remaining after the 10% calculation shall be rounded up the next full number.

If unused in a school year, a teacher may carry over the day to the next school year. No more than 2 days of leave without loss of salary may be taken in a school year. This leave is to be requested by the teacher at least five teaching days in advance of the planned absence and then considered for approval by the Principal. For principals, this leave is to be requested to and considered for approval by the Superintendent. In cases of emergency, five day request may be waived.

b) **Personal Leave – Substitute Rate**

Each teacher or principal shall be allowed two days of personal leave per school year with deduction at a rate established for substitute teachers. The substitute rate of deduction shall be exclusive of the 20% gross up as provided for in Article 15. This leave is to be

requested by the teacher at least five teaching days in advance of the planned absence and then considered for approval by the Principal. For principals, this leave is to be requested to and considered for approval by the Superintendent. In cases of emergency, the five day request may be waived. These days do not accumulate from year to year.

c) **Personal Leave – Salary Deduction**

Absences in excess of those in a) or b) are subject to approval by the Division. If approved by the Division, the deduction is 1/N of annual salary for each day. (Where N is the number of days in the school year)

d) **Personal leave days as provided in this clause in excess of three consecutive days must receive Board Approval.**

12.04

Family Medical Leave

Teachers shall be entitled to use up to four (4) days of sick leave per year to attend to the illness or injury or emergent medical appointment of that teacher’s parent(s), spouse, spouse’s parents or dependant children (up to the age of twenty-two (22)). Where such cases occur, and both employees of a particular family member (as identified above) are teachers within scope of this collective agreement, both employees may not access the provisions of this paragraph concurrently except where the family member is a child of the teacher or the other family member (as defined above) is involved in an emergency illness or injury involving hospitalization.

Article 13:

Sick Leave

- (a) Where a teacher is ill, he or she shall be entitled to sick leave during his or her illness and to be paid his or her salary during sick leave, but subject to paragraph (b), the leave shall not exceed twenty (20) teaching days in any school year. The entitlement shall be prorated for a teacher who does not work the entire school year either on a limited term-general or teacher-general contract.
- (b) Where the employment of a teacher is continued for more than one (1) year the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
 - 40 days in the second year
 - 60 days in the third year
 - 80 days in the fourth year
 - 100 days in the fifth year
 - 115 days in subsequent years
- (c) Paragraph (b) shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1977.
- (d) Should the Division become eligible for a reduction in premiums under the Employment Insurance Act, the teachers’ five-twelfths (5/12) share of the premium reduction shall be remitted twice yearly, at the conclusion of the spring and fall terms, to the Treasurer of the Association.

Article 14:

Birth/Adoptive Leave

- (a) Leave of one day without loss of pay shall be granted to any teacher to attend at the birth of his child.
- (b) Leave of one day without loss of pay shall be granted to any teacher for the adoption of a child/children.

Article 15: **Substitute Teachers**

15.01 **Rates**

Effective the date of signing, payment for a substitute teacher shall be \$122.43 per day including holiday pay. Those substitute teachers who work less than a full day shall be paid the prorated amount grossed up by 20%. The grossed up daily pay shall not exceed the standard daily rate stated above.

15.02 **Consecutive Substitution**

After 5 consecutive days of substitution for the same teacher, effective the 6th day, the per diem allowance shall be based on the annual substitute's salary on scale divided by the number of days in the school year. Substitute teachers shall not be eligible for wages, benefits, or rights under this collective agreement except as may be specifically covered in Article 15.

15.03 **Regular Contract**

A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.

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

15.04 **Manitoba Teachers' Society Fees**

Manitoba Teachers' Society fees and Association fees shall be deducted 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.

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 local Association fees or Manitoba Teachers' Society fees.

15.05 **Payment of Salary**

Substitute teachers shall be paid no later than the 15th of the month after which they worked.

15.06 **Sick Leave**

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

15.07 **Interruption of Duties**

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

15.08 **Definition of Assignment**

Assignment shall mean consecutive teaching days in one (1) position.

15.09 **Clauses that Apply**

The following clauses in the collective agreement shall be operational for substitute teachers:

Article 1	Agreement
Article 2	Effective Date and Period
Article 3.01	Salary Schedule
Article 3.03	Classification
Article 5	Proof of Qualifications
Article 16	Settlement of Differences (only for clauses which apply to substitute teachers)
Article 17	Written Warnings and Suspensions
Article 23	Freedom from Violence

15.10 Other Provisions Not to Apply

The provisions of the collective agreement do not apply to substitute teachers except as expressly provided for in Article 15, Substitute Teachers.

15.11 Settlement of Differences

The only matters which may be grieved under Article 16 (Settlement of Differences) by a substitute teacher or the Association on behalf of a 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.

15.12 Call In

A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternative assignment at that school of not less than a half (1/2) day.

Article 16: Settlement of Differences

Should any differences arise between the parties to this agreement as to its content, meaning, application or violation, there shall be no suspension of work as a result thereof, but an earnest effort shall be made to settle such difference in the manner hereinafter provided. Where a disagreement has arisen, either party may initiate settlement procedure by notification of the other party, setting forth the details of the difference to be settled.

The aggrieved party shall, within 30 teaching days of the event giving rise to the dispute of alleged violation, or within 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 party in writing stating the nature and particulars of the dispute and the solution sought.

Negotiation of such difference shall commence within ten days of receipt of such notification by either party. Failing satisfactory settlement within 21 days after the initiation of such negotiation, such differences shall be referred promptly to arbitration as follows:

- (a) Not more than 10 days after the expiration of the 21-day negotiation period, the dispute shall be submitted to a board of three arbitrators for arbitration.
- (b) Such board shall consist of three members, one appointed by the Association, and one appointed by the Board, and two members so selected shall within a further period of 10 days appoint a chairman. In the event that the first two members fail to agree upon the chairman, such appointment shall be made by the Manitoba Labour Board.
- (c) The Arbitration Board shall commence to hold hearings and make such investigations as are deemed necessary to reach a decision as soon as possible. Such proceedings shall be in accordance with the Labour Relation Act.
- (d) The expense of the arbitration chair shall be borne equally by the parties to this agreement. Each party shall be responsible for the cost of their nominee.

- (e) The majority decision of such Arbitration Board shall be binding on both parties to this agreement.
- (f) 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 mutatis mutandis, to the single arbitrator.
- (g) Except as herein provided, the provision of the Labour Relations Act shall apply.

Article 17: **Written Warnings and Suspensions**

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:

1. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 16 provisions for settlement of disputes during currency of agreement.
2. When such a difference is referred to a Board of Arbitration under Article 16, the Board of Arbitration shall have the power to:
 - (a) uphold the discipline
 - (b) rescind the discipline
 - (c) vary or modify the discipline
 - (d) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - (e) do one or more of the things set out in subclause (a), (b), (c), and (d) above.
3. The written warning(s) shall not include Performance Assessment and Development done pursuant to Policies JCA... and JCB... and any regulations and amendments thereto (hereinafter referred to as the Policy), except where the implementation of said Policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
4. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

Article 18: **Teacher - Board Liaison Committee**

The Board and Association agree in principle with the idea of establishing a joint liaison committee. Said committee shall be made up of at least 4 teachers, 3 trustees and the Superintendent and shall meet at least 2 times during the school year.

Purpose of such a committee shall be to provide more effective exchange of ideas and information between the Board and the teaching staff with the view to improve the general efficiency of the school system and the effectiveness of the educational process.

Minutes of all meetings of this Committee shall be kept and circulated to all teachers, administrative personnel and trustees.

Article 19: **Insurance Plans**

19.01 **Disabilities Benefit Plan**

The Board shall administer, in accordance with the Memorandum of Agreement between the parties, the Manitoba Teachers' Society Disabilities Benefit Plan for participating employees. The premium for the plan shall be paid by each employee in the Plan and shall be deducted monthly from salary, and timely remitted to the Plan.

Compulsory Group Insurance

- (a) The Board will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan.
- (b) Unless otherwise excluded the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the Plan.
- (c) All employees coming on staff after the effective date of implementation of the Plan in the Division will be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public Schools Employees Group Life Insurance Plan.

Article 20:

Interest on Retroactive Pay

The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax due with respect to that pay. The interest to be calculated from the dates which the monies would have been due, to the date of actual payment.

The interest shall be computed at a rate determined by the Special Savings rate in effect at the Beautiful Plains Credit Union, Neepawa, on the date of the signing of the Collective Agreement.

Article 21:

Lay-off Procedures

- (a) 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 eligible 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 last seniority list.
- (b) 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.
- (c) Definitions:
 - (i) Training: instruction received in 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.
 - (ii) Academic Qualifications: refers to the classification in which the teacher is placed by the Professional Certification Unit of Manitoba Education and Training.
 - (iii) Experience: the practical application of the training over a period of time with respect to the particular subject or subjects.
 - (iv) Length of Teaching Service:
 1. Seniority for the purposes of this article is defined to mean the length of continuous teaching experience from the date of last hire with Division on a current Form 2 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 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 teaching experience recognized by the Professional Certification Unit for classification purposes.
 5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.
- (d) In the event of a lay-off, Board representatives shall meet with the President and /or Vice-President of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off.
- (e) Notice of lay-off and a copy of this article shall be given to the teacher by registered mail no later than the thirtieth of April of any school year. The teacher, within ten (10) teaching days of receiving notice of lay-off, shall indicate, in writing by registered mail, 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.
- (f) 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 written notice by registered mail that they wish to be recalled shall be offered the position first, when positions become vacant and provided such teachers have the necessary training, academic qualifications and experience, for the positions available. Length of teacher's service with the Board will be used to determine the order in which laid-off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualification and experience.
- (g) 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 six (6) 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 date shall not be less than fourteen (14) 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.
- (h) 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) maternity and/or parental leave under the provisions of the Employment Standards Code.
- (i) 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 J (d) 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 in excess of thirty (30) calendar days;
 - (e) absent because the Division has granted more maternity and/or parental leave than required by the Employment Standards Code.
- (j) 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 is employed by any other school board on a regular basis and on a Form 2 Contract;
 - (c) the teacher fails to return to work after the termination of any leave granted by the Board;
 - (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
 - (e) the teacher's contract is terminated for cause;
 - (f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training and academic qualifications 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.

- (k) 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.
- (l) Notwithstanding any other provisions in this article, the foregoing lay-off procedure shall not apply to teachers who have not been employed by the Division for more than one (1) year 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.

Article 22: **Extra-Curricular Activities**

The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience. Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out of pocket expenses, excluding lodging. An eligible extra-curricular activity is an activity which has received prior approval from the Division. A list of approved activities pertaining to this clause will be developed by a joint committee of two representatives from the Division and two representatives from the Association. Activities can be added to the list at any time subject to a recommendation by the committee. The entire list of activities will be reviewed by the committee in view of additions and deletions immediately after signing of future collective agreements.

Commencing the beginning of the 2009/10 school year and school years thereafter:

- i) A teacher who accumulates at least fifty (50) hours of approved extra-curricular activities in a school year or in the course of two consecutive school years shall be entitled to one day of extra-curricular leave. The maximum number of hours considered in a school year is one hundred (100) and the maximum leave earned in any one school year is two (2) days.

- ii) The date for such leave shall be agreed upon between the principal and the teacher but in no case shall the number of teachers absent on any one day be more than 10% of teachers for the school. (Any fraction remaining will be rounded up to the next full number.) Approved leave requests accompanied by an approved summary of extra-curricular hours are to be submitted to the Division Office prior to the leave.

Such leave shall not be cumulative beyond the current school year other than the exception outlined in this paragraph. An employee who accumulates at least 50 hours under this clause and where such 50 hours are not accumulated until after April 30th, such employee shall be allowed to utilize the day of leave in the subsequent year. Teachers wishing to carry forward a day(s) under this paragraph shall submit to the Division a summary of their accumulated hours by June 30th. In no case shall the number of extracurricular days taken in an academic year exceed three (3) days.

This leave cannot be used in combination with other leave days provided for in article 12.03 of this agreement.

Article 23: **Freedom from Violence**

The parties recognize the principle that all teachers should have a working environment free from 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 24: **Maternity/Adoptive/Parental Leave Salary Top-Up**

Leaves for Maternity, Parental or Adoptive purposes shall be in accordance with the Employment Standards Code of the Province of Manitoba.

E.I. Benefit Top-Up

- a) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.
- b) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
 - i) For the first two weeks, payment equivalent to 90% of her gross salary, and
 - ii) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- c) A teacher taking parental leave pursuant to this article for the birth or adoption of his/her child shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits Plan with Human Resources Development Canada.

- d) In respect of the period of parental leave, payments made according to the SEB Plan will consist of the following:
- i) For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two weeks waiting period has been served or payment equivalent to ninety percent (90%) of gross salary; and
 - ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

This Agreement is made subject to the provisions of the Public School Act, the Labour Relations Act, and the Education Administration Act, insofar as the same may apply to the parties hereto, and the individual statutory teachers' contract with the Division.

Signed, sealed and delivered in the Town of Neepawa in the Province of Manitoba
this 20th day of October, AD 2009.

Beautiful Plains School Division

Beautiful Plains Teachers' Association

Debbie Rea

Alex Martin

Chairperson

President

Gord Olmstead

Ron Nordstrom

Secretary-Treasurer

Secretary

Originals signed as above.