

COLLECTIVE AGREEMENT BETWEEN

**INTERLAKE SCHOOL DIVISION
(Hereinafter referred to as "the Division")**

-and-

**THE INTERLAKE TEACHERS' ASSOCIATION
(Hereinafter referred to as "the Association")**

JULY 1, 2018 - JUNE 30, 2022

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ARTICLE 1: PURPOSE

- 1.01 It is the intent and purpose of the parties to this agreement to provide basis for both parties to improve the professional service rendered to the taxpayers and school children of the Interlake School Division; to promote and improve the working relations between the Board and the Association; to establish a salary schedule; to modify Section 2 of the individual Statutory Contract; and to establish other conditions of work resulting from the operation of this agreement.
- 1.02 All teachers holding a valid teaching certificate, or a limited teaching permit issued under the Education Department Act, or who are authorized by the Minister of Education to teach in the Schools, and employed by the Interlake School Division, come within the scope of this agreement.

ARTICLE 2: EFFECTIVE PERIOD

- 2.01 This agreement, unless expressly provided otherwise, shall be retroactive and come into effect **July 1, 2018, and shall continue in full force and effect until June 30, 2022**, for all teachers who are employed by the Division on the date of signing of this agreement.
- 2.02 This agreement shall thereafter continue in effect from year to year, unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Such notice shall be given not later than the 1st day of May before the expiring of this agreement.

ARTICLE 3: EDUCATIONAL QUALIFICATIONS

- 3.01 Except as otherwise provided in this agreement for the purpose of the salary schedule, teachers shall be classified according to qualifications and experience as recognized by the Manitoba Education and Youth Professional Certification Unit.

3.02 **Part-Time Teachers**

Part-time teachers shall be defined as teachers employed under contract as prescribed by the Public Schools Act or the regulations pertaining thereto, and who are employed less than full time.

Such Teachers:

- A. shall be paid according to their placement as per articles 5 and 6;
- B. shall be paid on a pro-rated basis on their fraction of time employed; and
- C. shall be entitled to sick leave on a pro-rated basis.
- D. Part-time teachers shall participate in school activities, during the regular school day when requested by the Principal provided the teacher can reasonably meet the request. Part-time teachers shall receive 1/200th, or portion thereof, for the time spent over and above their regular scheduled teaching time during the school day. Time in lieu of compensation may be given in an amount equal to the time spent over and above the regularly scheduled teaching time during the school day, if mutually agreed by the superintendent and the teacher.

3.03 **Other Teachers**

In the event that the Board engages a teacher who cannot be classified under this section (Article 3.01) said teacher shall be notified of this at the time of hiring by the Secretary-Treasurer of the Division. Classification of such a teacher will be reached by negotiation between the Board and the Association, negotiations to begin within twenty-one (21) days of the fall term or the first day of employment.

ARTICLE 4: SALARY SCHEDULE

4:01 Salary Schedule

Effective for the 2018/2019 School Year

1.6 % Salary Increase

September 1/18 – June 30/19

	EFFECTIVE SEPTEMBER 2018			Premium: \$2886			
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 34,949	\$ 39,147	\$ 44,359	\$ 53,629	\$ 57,565	\$ 60,939	\$ 64,443
1	\$ 36,941	\$ 41,456	\$ 46,817	\$ 57,136	\$ 61,232	\$ 64,743	\$ 68,356
2	\$ 38,934	\$ 43,769	\$ 49,274	\$ 60,647	\$ 64,895	\$ 68,548	\$ 72,263
3	\$ 40,927	\$ 46,078	\$ 51,733	\$ 64,156	\$ 68,557	\$ 72,354	\$ 76,172
4	\$ 42,920	\$ 48,386	\$ 54,192	\$ 67,663	\$ 72,224	\$ 76,159	\$ 80,084
5	\$ 44,915	\$ 50,696	\$ 56,650	\$ 71,171	\$ 75,890	\$ 79,966	\$ 83,995
6	\$ 46,910	\$ 53,002	\$ 59,109	\$ 74,685	\$ 79,550	\$ 83,769	\$ 87,904
7		\$ 55,317	\$ 61,570	\$ 78,194	\$ 83,216	\$ 87,575	\$ 91,817
8			\$ 64,033	\$ 81,717	\$ 86,897	\$ 91,378	\$ 95,727
9				\$ 85,224	\$ 90,558	\$ 95,195	\$ 99,636

Effective for the 2019/2020 School Year

1.4 % Salary Increase

September 1/19 – June 30/20

	EFFECTIVE SEPTEMBER 2019			Premium: \$2772			
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 35,593	\$ 39,849	\$ 45,134	\$ 54,534	\$ 58,525	\$ 61,947	\$ 65,500
1	\$ 37,613	\$ 42,191	\$ 47,627	\$ 58,091	\$ 62,243	\$ 65,804	\$ 69,467
2	\$ 39,633	\$ 44,536	\$ 50,119	\$ 61,650	\$ 65,958	\$ 69,662	\$ 73,430
3	\$ 41,654	\$ 46,878	\$ 52,612	\$ 65,208	\$ 69,671	\$ 73,521	\$ 77,393
4	\$ 43,676	\$ 49,218	\$ 55,105	\$ 68,765	\$ 73,389	\$ 77,379	\$ 81,359
5	\$ 45,698	\$ 51,560	\$ 57,597	\$ 72,322	\$ 77,106	\$ 81,240	\$ 85,326
6	\$ 47,721	\$ 53,899	\$ 60,091	\$ 75,885	\$ 80,818	\$ 85,096	\$ 89,289
7		\$ 56,245	\$ 62,586	\$ 79,443	\$ 84,535	\$ 88,955	\$ 93,257
8			\$ 65,084	\$ 83,016	\$ 88,268	\$ 92,812	\$ 97,222
9				\$ 86,571	\$ 91,980	\$ 96,682	\$ 101,185

ARTICLE 4: SALARY SCHEDULE CONTINUED

4:01 Salary Schedule Continued

Effective for the 2020/2021 School Year

0.5 % Salary Increase

September 1/20 – June 30/21

	EFFECTIVE SEPTEMBER 2020			Premium: \$2712			
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 35,844	\$ 40,123	\$ 45,434	\$ 54,881	\$ 58,892	\$ 62,330	\$ 65,901
1	\$ 37,875	\$ 42,476	\$ 47,939	\$ 58,455	\$ 62,628	\$ 66,207	\$ 69,889
2	\$ 39,905	\$ 44,832	\$ 50,443	\$ 62,032	\$ 66,362	\$ 70,084	\$ 73,871
3	\$ 41,936	\$ 47,186	\$ 52,949	\$ 65,608	\$ 70,094	\$ 73,963	\$ 77,854
4	\$ 43,968	\$ 49,538	\$ 55,454	\$ 69,182	\$ 73,830	\$ 77,840	\$ 81,840
5	\$ 46,000	\$ 51,892	\$ 57,959	\$ 72,758	\$ 77,566	\$ 81,720	\$ 85,826
6	\$ 48,034	\$ 54,242	\$ 60,466	\$ 76,338	\$ 81,296	\$ 85,595	\$ 89,809
7		\$ 56,600	\$ 62,973	\$ 79,914	\$ 85,032	\$ 89,474	\$ 93,797
8			\$ 65,483	\$ 83,505	\$ 88,783	\$ 93,350	\$ 97,782
9				\$ 87,078	\$ 92,514	\$ 97,239	\$ 101,765

Effective for the 2021/2022 School Year

Fall Term 2021 Salary Schedule to be adjusted by COLA and adjustments as provided by the applicable Collateral agreement for the MPSE Dental and Extended Health Plan. COLA to be determined as follows: In January/February of 2022, or as soon as possible there after when the 12 -month (January – 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.

The COLA will also be applied to Administrative Allowances in Article 8 of this agreement.

ARTICLE 5: ANNUAL INCREMENTS

- 5.01 Each teacher shall receive one increment for each year of teaching experience as recognized by the Department of Education and Youth until such teacher reaches the maximum in his/her class, such maximum being in accordance with Article 4 of this agreement.
- 5.02 The anniversary date for annual increments shall be September 1st or January 1st, whichever date immediately follows the accumulation of one complete year of experience.

ARTICLE 6: PLACEMENT ON SCHEDULE

- 6.01 The minimum rate as listed in Article 4 of this agreement is for teachers with less than one complete year of teaching experience prior to joining the Interlake School Division staff.
- 6.02 For teachers on staff and for teachers coming on staff, who have one or more years of teaching experience after certification and where such experience is approved and recognized by the Manitoba Department of Education and Youth, except as noted in 6.03 below, the minimum rate shall be increased by one increment on schedule for each year but not exceeding the maximum of his/her class.
- 6.03 Certified teachers on staff shall receive credit for permit experience obtained in the Province of Manitoba.

ARTICLE 7: CHANGE IN CLASSIFICATION

- 7.01 A change in salary as a result of a change in classification shall be effective from the date on which the Board receives notification from the Professional Certification Unit of Manitoba Education, and Youth.
- 7.02 A teacher shall be reclassified as of the month in which the Board receives official reclassification notification from the Professional Certification Unit of Manitoba Education and Youth.
- 7.03 None of the foregoing clauses will place the Division in a position to pay the teacher concerned retroactive pay where the Division has not received official notification of the teacher's reclassification from the Professional Certification Unit of Manitoba Education and Youth.

ARTICLE 8: ADMINISTRATION ALLOWANCES

- 8.01 A. The principal of a school shall receive a principal's allowance per teacher supervised, including the vice-principal as follows:
- | | |
|-----------------|--|
| Fall Term 2018: | \$872.24 per teacher to a maximum of \$25,294.96 per annum |
| Fall Term 2019: | \$884.45 per teacher to a maximum of \$25,649.05 per annum |
| Fall Term 2020: | \$888.87 per teacher to a maximum of \$25,777.23 per annum |
| Fall Term 2021: | COLA (TBD) |
- B. The principal of the school, except Hutterian colony schools, shall receive an annual allowance for the supervision of support staff as follows:
- | | |
|-----------------|------------|
| Fall Term 2018: | \$717.88 |
| Fall Term 2019: | \$727.93 |
| Fall Term 2020: | \$731.57 |
| Fall Term 2021: | COLA (TBD) |

ARTICLE 8: ADMINISTRATION ALLOWANCES CONTINUED

8.02 The vice-principal of a school shall receive one-half (1/2) of the principal's allowance as per Articles 8.01 A and 8.01 B.

8.03 In schools, except Hutterian Colony Schools, where the teacher count is seven (7) teachers or less, supervised, the principal shall be included in the teacher count. In no case shall the teacher count for administrative purposes be less than four (4).

8.04 Acting Principals

A. Where a teacher is appointed to act as an acting principal in the absence of the principal, or when the principal and vice-principal are both absent at the same time, and a teacher is so appointed, an allowance shall be paid to that teacher as listed below (not including the principal and vice-principal). The total accumulative days/half-days shall be paid June 30th of each year.

Fall Term 2018:	\$1.81 per teacher supervised to a maximum of \$42.51 per day
Fall Term 2019:	\$1.83 per teacher supervised to a maximum of \$43.10 per day
Fall Term 2020:	\$1.84 per teacher supervised to a maximum of \$43.32 per day
Fall Term 2021	COLA (TBD)

Minimum allowance payable to any acting principal will be as follows:

Fall Term 2018:	\$24.28 per day
Fall Term 2019:	\$24.62 per day
Fall Term 2020:	\$24.75 per day
Fall Term 2021:	COLA (TBD)

Notwithstanding the above, a teacher or vice-principal who assumes the primary duties of a principal or vice-principal for a period of five (5) consecutive working days shall be paid in accordance with Article 8.01 or 8.02 retroactive to the first day of such duties.

B. Where a teacher in a Hutterian colony school is appointed to act as an acting principal in the absence of the principal an allowance shall be paid to that teacher as listed below. The total accumulative days/half-days shall be paid June 30th of each year.

Fall Term 2018:	\$12.14 per day
Fall Term 2019:	\$12.31 per day
Fall Term 2020:	\$12.37 per day
Fall Term 2021:	COLA (TBD)

Notwithstanding the above, a teacher who assumes the primary duties of a principal in a Hutterian Colony School for a period of five (5) consecutive working days shall be paid in accordance with Article 8.05A and 8.05B retroactive to the first day of such duties.

Hutterian Colony Schools

A. Teachers who teach in a one-teacher school shall receive an administrative allowance as follows:

Fall Term 2018:	\$872.24 per year
Fall Term 2019:	\$884.45 per year
Fall Term 2020:	\$888.87 per year
Fall Term 2021	Cola (TBD)

ARTICLE 8: ADMINISTRATION ALLOWANCES CONTINUED

- B. In Hutterian colony schools where the teacher count is three (3) or less supervised, the appointed administrator of the colony school shall be included in the teacher count. In no case shall the teacher count for administrative allowance purposes be less than two (2)
- C. When a teacher is appointed as the Head Administrator of the Hutterian Colony Schools, the teacher shall be paid an allowance for each colony school supervised as follows:

- Fall Term 2018: \$872.24 per year
- Fall Term 2019: \$884.45 per year
- Fall Term 2020: \$888.87 per year
- Fall Term 2021: COLA (TBD)

The Head Administrator of the Hutterian Colony Schools shall be paid the above allowance for supervising the Resource Teacher of the colony schools.

8.05 Allowances set forth in Articles 8.01, 8.02, 8.03 and 8.05 shall be paid only while the incumbent is performing the duties described therein.

8.06 The administrative allowance for principals and vice-principals shall be maintained at the same level if the principal or vice-principal is transferred by the Division to a school with a less administrative allowance designation, or if the staff count of his or her current school decreases, or if the school is restructured, resulting in a lesser allowance.

8.07 Program Support Coordinators

- A. The Board may appoint Program Support Coordinators in the areas of curriculum and technology. In addition to their scheduled salary, an annual allowance will be paid as follows:

	<u>Program Support Curriculum</u>	<u>Program Support Technology</u>
Fall Term 2018:	\$5,808.93	\$5,808.93
Fall Term 2019:	\$5,890.25	\$5,890.25
Fall Term 2020:	\$5,919.71	\$5,919.71
Fall Term 2021:	COLA (TBD)	COLA (TBD)

- B. The Board may appoint a Career Development Coordinator to provide leadership in career exploration for students in the Interlake School Division and to establish employer connections for the Division's high school students. A Career Development Coordinator appointed on a less than full time basis, shall receive a pro-rata share of the allowance provided below, on his or her percentage time as a Career Development Coordinator.

- Fall Term 2018: \$5,808.93
- Fall Term 2019: \$5,890.25
- Fall Term 2020: \$5,919.71
- Fall Term 2021: COLA (TBD)

ARTICLE 8: ADMINISTRATION ALLOWANCES CONTINUED

8.09 Student Services Administrator

The Board shall appoint a Student Services Administrator and that person shall be paid in addition to their scheduled salary under Article 4 the following administrative allowance of

Fall Term 2018:	\$21,397.84
Fall Term 2019:	\$21,697.41
Fall Term 2020:	\$21,805.90
Fall Term 2021:	COLA (TBD)

8.10 Lead Teachers

The Board may appoint a Lead Teacher to support Divisional programming in the areas of curriculum and/or technology, and he/she shall be paid in accordance to the salary schedule under Article 4.

ARTICLE 9: SUBSTITUTE TEACHERS

9.01 The Salary of substitute teachers shall be as follows:

Effective: May 1, 2021 onwards

\$178.00 per day (inclusive of holiday and vacation pay)

- 9.02** 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.
- 9.03** A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.
- 9.04** Upon commencement of the sixth (6th) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated as 1/x of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where x = the number of days in the current school year). Such pay shall be retroactive to the first day of the assignment, and the rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.
- 9.05** In-service days or Administrative days shall not constitute a break in extended substitute teaching.
- 9.06** Where, during an extended substitute teaching assignment, the substitute teacher becomes unavailable to work due to attending what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family, and where the substitute teacher returns to the extended teacher assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.
- 9.07** A substitute teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required shall be paid a half day's pay for reporting for duty.
- 9.08** If the substitute teacher has been called in for a full day assignment, he or she shall be paid a full day's pay for reporting for duty.

ARTICLE 9: SUBSTITUTE TEACHERS CONTINUED

- 9.09 In the event of early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.
- 9.10 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.
- 9.11 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.
- 9.12 A substitute teacher who has been employed for at least twenty (20) days of substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher-General contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.
- 9.13 The minimum daily assignment of a substitute teacher shall be one-half (1/2) of one day.
- 9.14 Manitoba Teachers' Society fees and Interlake Teachers' Association fees shall be deducted from a substitute teacher's pay monthly. 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.
- 9.15 The only matters which may be grieved under Article 19 (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.
- 9.16 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 9, Substitute Teachers.
- 9.17 The following articles of the Collective Agreement apply to substitute teachers:
- | | |
|---------------|---|
| Article 1 | Purpose |
| Article 2 | Effective Period |
| Article 3 | Educational Qualifications |
| Article 4 | Salary Schedule |
| Article 6 | Placement on Schedule |
| Article 7 | Change in Classification |
| Article 10.03 | Interpretation of 1/200 th |
| Article 13 | Meal Period |
| Article 19 | Settlement of Differences (only for clauses which apply to substitute teachers) |
| Article 23 | Complaints Against Teachers |
| Article 26 | Discipline |
| Article 27 | Freedom from Violence |

ARTICLE 10.01: PAYMENT OF SALARY

Payment of salary shall be on the basis of twenty-four (24) approximately equal payments from September to August, said payments to be made respectively on the last banking day on or before the 15th day of the month and the end of the month. The payment shall be made by direct deposit to an account of the teacher's choice.

ARTICLE 10.02: FINAL PAYMENTS

Where a teacher leaves the employ of the Division during the course of the school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the number of school days in the current school year.

ARTICLE 10.03: INTERPRETATION OF 1/200TH

For the sake of this collective agreement, the term 1/200th shall mean one (1) divided by the total number of authorized teaching days as set forth by the Minister of Education in the current school year.

ARTICLE 11: SALARY PROTECTION

No teacher now on staff shall suffer a reduction in salary by reason of the adoption of the agreement, but shall remain at the same salary until his or her rate of pay is in agreement with the schedule.

ARTICLE 12: ALLOWANCE FOR PROFESSIONAL NON-CREDIT COURSES

A teacher employed by the Division shall be paid \$50.00, once only for each three (3) unit professional course taken after permanent certification and after coming on staff, where in the opinion of the Board the course is of specific benefit to the Division's educational program. These courses must have prior approval of the Superintendent. This allowance will be paid for each course approved hereunder upon filing with the Secretary-Treasurer of the Division satisfactory evidence of the completion of the course. This allowance shall be repayable unless the teacher remains on staff the following year.

ARTICLE 13: MEAL PERIOD

Except in cases of emergency or unforeseen similar circumstances, every full-time teacher shall be entitled to an uninterrupted meal period equal to five minutes less than the students' mid-day intermission of the school in which the teacher is employed to a maximum of fifty-five (55) minutes.

Designated professional staff will be on call during this meal period to deal with discipline, parent enquiries and other problems normally under the jurisdiction of a teacher.

ARTICLE 14: SALARY CONTINUANCE INSURANCE

14:01 LONG TERM SALARY CONTINUANCE INSURANCE

The Board will continue to deduct and forward premiums for the Manitoba Teachers' Society Long Term Disability Plan.

14:02 SHORT TERM DISABILITY INSURANCE

- A. Effective September 1, 2018 the Division will administer on behalf of the Interlake Teachers' Association the Manitoba Teachers' Society Short Term Disability Plan, in accordance with the terms and conditions of the Plan.
- B. The Division shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- C. 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.
- D. Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted semi-monthly from his/her salary the amount of premiums specified by the plan.
- E. The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - 1. premiums from the teachers;
 - 2. Enrolling newly hired eligible teachers in the Plan;
 - 3. Deducting Completing a premium statement to accompany premium remittances;
 - 4. Distributing Plan information to teachers from time to time;
 - 5. 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 claim or benefits, as per the requirements of the Plan
- F. Save and except for the express responsibilities set out in 5 of this Article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibilities whatsoever with respect to any aspect of the Short Term Disability Plan.
- G. 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.
- H. 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 15: GROUP LIFE INSURANCE

- 15.01 The Board will administer the Manitoba Public Schools Employees' Group Life Insurance Plan No. 50561-G according to the terms and conditions of the master policy of the said plan.
- 15.02 The teachers' share of the premiums shall be deducted at source for all participants in the plan.
- 15.03 All teachers coming on staff after the effective date of the implementation of the plan in the division shall be required to participate in the plan.

ARTICLE 16: DEDUCTION OF THE MANITOBA TEACHERS' SOCIETY FEES

- 16.01** The Manitoba Teachers' Society membership fees and Interlake Teachers' Association fees shall be deducted from every teacher in accordance with advice provided by the Society and/or Association.
- 16.02** These deductions shall be made in twenty equal semi-monthly installments starting with the September cheque, according to the scale of fees established by the Manitoba Teachers' Society and the Interlake Teachers' Association respectively. Each instalment will be forwarded to the Manitoba Teachers' Society not later than the 15th day of the following calendar month.
- 16.03** The onus is on the teacher to make the necessary arrangements with The Manitoba Teachers' Society for rebate of deductions.
- 16.04** The Association shall indemnify and save harmless the Board from any and all losses, costs, liabilities or expenses suffered or sustained by the Board as a result of legal action arising from the deductions of local Association and Manitoba Teachers' society fees made pursuant to this Article.

ARTICLE 17: LEAVES OF ABSENCE

17.01 A. MTS Duties Leave

A teacher being a member of the Manitoba Teachers' Society Executive Committee or of the Executive Committees 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 which he/she is a member or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings, or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any school year; provided that the Superintendent is notified prior to the leave, and, provided that a substitute satisfactory to the Board can be secured and that the cost of providing this substitute is assumed by the Society and shall not be a charge upon the Board concerned. No additional leave of absence beyond five (5) days in a school year shall be taken for the purposes mentioned above, except with the consent and approval of the Board.

B. President's Release Time Leave

1. Each school year, the Division shall provide release time to the President of the Association the equivalent of up to ten (10) days release from regular classroom duties plus a scheduled release of up to thirty (100%) percent.
2. The Association agrees to reimburse the Division with the replacement teacher's cost incurred during the leave taken by the President of the Association.
3. The Interlake Teachers' Association shall notify the Division by May 15th if they intend to exercise the leave of absence for the President. The schedule for the leave shall be developed with the President, Principal of the school affected and the Superintendent.
4. Notwithstanding point 3 above, the Association agrees to provide the Division, if possible, the name of the President for the upcoming school year and the percentage of release time prior to May 15th and as early in the school year as possible.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

17.02 Elected President of Manitoba Teachers' Society Leave

A teacher employed by the Division who is elected president of the Manitoba Teachers' Society shall at the termination of the teachers' leave of absence return to a position in the same school where the teacher formerly taught provided the teacher has, on or before March 15th in the year of the leave, advised the Superintendent of Schools in writing of the teacher's intention to return to the school at the commencement of the next teaching year. If the teacher fails to inform the Division in writing of the teacher's intention to return, the Division shall not be required to assign the teacher to the teacher's former school and the Division is relieved of any obligations to the teacher in this respect.

17.03 Post Secondary Education Examination Leave

Any teacher shall be entitled to leave for the writing of an examination during school hours without loss of salary to the teacher provided the Superintendent is notified three (3) weeks prior to the leave. Such leave will be one day for each examination written. Substitutes, when required, shall be paid by the Board. Granting of leave with less than three weeks notification shall be at the discretion of the Board.

17.04 Parenting Leave:

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental leave in accordance with this Article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provide herein the Manitoba Employment Standards Code will apply.
- D. 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.
- E. 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 Plan with Human Resources Development Canada.
- F. In respect of the period of maternity leave, payment made according to the SEB Plan will consist of the following:
 - 1. For the first two weeks, payment equivalent to 90% of her gross salary, and
 - 2. 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.

Parenting Leave Continued

- G.** A teacher taking parental leave shall receive pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the payment from Human Resources Development Canada and 90% of his/her salary. The ten weeks includes any waiting period required for employment insurance benefits.
- H.** In respect of the period of adoptive or parental leave, payment made according to the SEB Plan will consist of the following:
 - 1.** 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 week waiting period has been served or payment equivalent to ninety percent (90%) gross salary, and
 - 2.** 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.

I. Top-Up Benefits

Effective July 1, 2015, 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 subsequent 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.

Effective July 1, 2015, the Division shall pay a teacher on Maternity Leave and /or Parental Leave:

- 1.** 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;
- 2.** 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;

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

3. up to fifty (50) teaching days of parental 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 Paternal Leave and continues to receive employment insurance benefits.
 - i. For greater certainty, a teacher who is receiving employment insurance benefits is entitled to:
 - (1) One hundred and thirty-five (135) teaching days of pay and /or top-up benefits if the teacher takes both Maternity and Parental Leave;
 - (2) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes Maternity Leave;
 - (3) fifty (50) teaching days of pay and/or top-up if the teacher only takes Parental Leave;

unless the teacher takes a shorter period of Maternity Leave or Parental 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.

J. 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.

17.05 Sabbatical Leave

- A. Sabbatical leave for study shall be granted, or rejected, by a joint committee of the Board and the Interlake Teachers' Association. Such committee shall be composed of two (2) Board members appointed by the Board and three (3) Association members appointed by the Association president. The applicant for the leave must be prepared to appear before the Committee to discuss the details of the request.
- B. All applications must be submitted not later than February 1st of the year in which consideration is asked. The merit of the particular program chosen should be set forth by the applying teacher in a letter to the Board.
- C. If sabbatical leave is granted by the Committee referred to in Clause (A) hereof, the amount of the bursary shall be determined by the Board in consultation with the candidate but in no case shall the allowance be less than one-half of the salary he/she would have received had he/she not been on sabbatical.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

- D. Payment of the award shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the award shall be made with the provision that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, he/she shall repay the amount received as set out below:
1. If not returning - full repayment.
 2. If returning for one year only - fifty percent (50%)

If a teacher fails to return after sabbatical, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.

- E. Not more than one teacher for every one hundred (100) teaching staff shall be granted sabbatical leave in any one year.
- F. Where all other considerations are equal, seniority shall be the basis for awarding sabbatical leave.
- G. Sabbatical leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments. There shall be no accumulation of sick leave during the period in which a teacher is absent on sabbatical leave.

17.06 Sick Leave

- A. When a teacher is absent from work because of sickness he/she shall be entitled to sick leave during such absence and to be paid his/her salary during this leave. Subject to Subsection B of this article, such leave shall not exceed twenty (20) teaching days in any school year.
- B. Where the employment of a teacher is continued for more than one (1) year, the unused portion of sick leave in any year shall be carried forward and accumulated from year to year to a maximum of:
- 40 teaching days in the second year;
 - 60 teaching days in the third year;
 - 80 teaching days in the fourth year;
 - 100 teaching days in the fifth year,
 - 120 teaching days in the sixth year.
 - 130 teaching days in the seventh and subsequent years.
- C. The Association agrees that any rebates applied for as a result of a reduction in unemployment premiums be allocated between the Board and the Association, 5/12 to the Association and 7/12 to the Board.
- D. Sick leave shall not continue to accrue while on any leave of absence without pay.
- E. The Board 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 Board.

ARTICLE 17: LEAVES OF ABSENCE CONTINUED

- F. Each teacher shall be entitled to use up to three (3) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the spouse, or children, or parents of the teacher or spouse. Where such cases occur and both parents of a particular child are teachers within the scope of this agreement, both parents may not access the provisions of this article concurrently unless approved by the Superintendent.

Reasonable effort shall be made to schedule medical appointments outside of school hours.

17.07 Leave of Absence Without Pay

Teachers in the Division shall be eligible for a one (1) year or two (2) year leave of absence without pay. Such leave shall not constitute a break in tenure or loss of accumulated sick leave; but shall not count in calculating experience for increment purposes. Upon return, the said teacher will be assigned by the Board to a teaching position. Eligibility for leave under this Article will exist once every five (5) years during the teacher's employment with the Interlake School Division.

17.08 Temporary Reduction in Contract Time Leave

In exceptional circumstances and depending on staffing configurations that may be approved by the Superintendent or designate, the teacher and the Division may mutually agree upon a reduction of teaching time. In those cases, and unless agreement to the contrary, the teacher will return to employment and be re-instated the following school year to the percentage of time being worked prior to the leave being granted.

17.09 Compassionate Leave

Each teacher in the Division shall be granted compassionate leave without loss of salary, of up to three (3) days, in any school year provided suitable arrangements have been made with the immediate supervisor prior to the leave. Leave with or without salary beyond the three (3) days for compassionate leave may be granted at the discretion of the Board.

17.10 Personal Leave

- A. Teachers may be granted two (2) days personal leave per school year, at no deduction of salary, which leave shall not be unreasonable withheld.
- B. The application, where possible, shall be submitted to the Principal at least one(1) week prior to taking the leave.
- C. Each teacher shall be allowed to carry one personal leave day forward to the next school year, thereby allowing for a possible maximum of three (3) personal leave days in any school year. No more than two (2) personal leave days may be used consecutively without the approval of the Superintendent or designate.

17.11 Leave for Other Purposes

In all cases of absence from teaching duties other than for illness or other reasons heretofore stated in this agreement, permission of the Board shall be obtained and any teacher thus absent from duty shall be deducted the salary of a substitute teacher for each of the first five (5) consecutive days of absence. Beginning at the sixth consecutive day of absence and for each consecutive day of absence thereafter, the teacher shall have 1/200 of his/her annual salary deducted.

ARTICLE 18: TRANSFER OF TEACHERS

The Association recognizes the right of the Division to transfer teachers employed by the Division to schools and classes under the jurisdiction of the Division.

Notification of, and reasons for any proposed transfer must be communicated in writing either by registered letter or delivered in person by the Superintendent to the teacher concerned by May 31st of each year for transfers for the next school year.

Any proposed transfer effective the first teaching day of the Spring term (effective January), or the first day of the second semester (effective February) must be communicated in writing, either by registered letter, or delivered in person by the Superintendent's department to the teacher concerned by October 31, in the case of the Spring term, and by the last teaching day in December in the case of a second semester transfer.

Transfers to be made at any other time of year must be by mutual consent.

In the event the Division requests the transfer, the Division will pay reasonable moving costs. The Division's right of transfer and assignments must be exercised reasonably and fairly.

ARTICLE 19: PROVISIONS FOR SETTLEMENT OF DIFFERENCES

Any differences between the parties to, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application, or violation, which is not settled to the satisfaction of the parties within ten (10) teaching days from the date when the Association takes the matter up with the Division, or the Division notifies the Association in writing of its desire to have the difference negotiated, shall, upon the written request of either party, be submitted to an arbitration board consisting of three members.

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. These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairman mutually satisfactory to both.

Should the two arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment of a chairperson.

Except as herein provided the Labour Relations Act will apply.

ARTICLE 20: LAYOFF

20.01 Where natural attrition, transfers, and sabbatical leaves have not resulted in the necessary reduction in staff and the Board determines that a reduction in staff is necessary, the Board shall identify those teachers to be laid off according to the procedures set out below, after taking into account, the special subject and program needs of the Division.

20.02 For the purpose of identifying the teachers to be laid off, first consideration will be given to seniority provided that the teacher has the qualifications, training and/or experience to perform the work in the available position.

20.03 The Board shall, annually, provide the Association with a seniority list. Seniority shall be determined on the basis of the following criteria:

- A. The length of continuous teaching experience in the Division.
- B. Where teachers have the same length of continuous teaching experience with the Division, the order of seniority list shall be determined on the basis of total recognized teaching experience in Manitoba.

ARTICLE 20: LAYOFF CONTINUED

- C. Where teachers have the same seniority as defined in (a) and (b), the order of seniority shall be determined on the basis of total recognized teaching experience.
- D. If the length of teaching experience, as defined in (a), (b), and (c) is equal, the teacher to be declared surplus shall be determined by the Board.
- E. For the purpose of this Article, any approved leave of absence of one (1) school year or less in duration will 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.
- F. For the purpose of this Article, any approved leave of absence in excess of one (1) school year 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.
- G. Each teacher shall be permitted a period of five (5) working days after receipt of the seniority list to protest in writing any alleged omission or incorrect listing to the Secretary-Treasurer of the Division. In the event a teacher does not file a written protest with the Board within the time stipulated, the list shall be deemed correct.

20.04 A teacher shall lose seniority for any of the following reasons:

- A. The teacher resigns.
- B. The teacher has been laid off by this School Board and becomes employed full time under a Teacher-General Contract in another School Division.
- C. The teacher fails to return to work after termination of any leave granted by the Board.
- D. The teacher is not re-employed within twelve (12) months following the date of lay-off.
- E. The teacher's contract is terminated for cause.
- F. The teacher fails to comply with paragraph 20.09.

20.05 Notice of layoffs shall be given to the teachers not later than May 31st for layoff effective at the end of the spring term and no later than November 30th for layoff effective at the end of the fall term.

20.06 Teachers who have been laid off shall be recalled in the reverse order of seniority as positions become available, provided that the teacher so affected has the qualifications, training and/or experience for the available position.

20.07 Teachers who have been laid off shall have the right to recall for a period of twelve (12) months after June 30th or December 31st, following the date of the layoff.

20.08 Teachers shall keep the Board informed as to their current address.

20.09 Teachers shall be recalled by registered mail and must reply by registered mail within fourteen (14) days of receiving the letter of recall. Failure to contact the Board shall result in the loss of all recall rights. If a teacher refuses the position for which that teacher is qualified, such teacher shall lose all rights to recall.

20.10 Where a teacher is recalled, such teacher shall not suffer loss of:

- A. Accumulated sick leave, and
- B. Seniority gained, prior to being laid off.

20.11 Layoff shall not affect the teacher's rights, upon being recalled, to re-enter any benefit plans in effect according to the collective agreement.

ARTICLE 20: LAYOFF CONTINUED

- 20.12 Notwithstanding any other provision of this agreement, the provisions of one (1) through eleven (11) shall not apply to teachers where an agreement (General) between the teacher and the Board has not been in effect for more than two (2) years with the Interlake School Division, or to teachers employed for less than one (1) year, on the express written understanding that the teacher will not, after the completion of such time, be employed by the Board.
- 20.13 All new staff hired, shall receive a copy of the layoff clause upon receiving a contract (General).

For the purpose of this clause, the following definitions shall apply:

- A. **Training:** Instruction received as preparation for the profession of teaching, which leads to development of a particular skill or proficiency with respect to a particular subject or subjects.
- B. **Qualifications:** Refers to the classification in which a teacher is placed by the Professional Certification Unit of Manitoba Education and Training.
- C. **Experience:** The practical application of training over a period of time with respect to the particular subject or subjects.
- D. **Reverse Order of Seniority:** i.e. Teachers with greatest seniority will be recalled first.
- E. **Position:** Course assignment, grade level.
- F. **Benefit Plans:** i.e. Group Insurance, Dental Plan, Pension Plan, etc.

ARTICLE 21: LEAVE OF ABSENCE AND DEFERRED COMPENSATION PLAN

The Division will facilitate only, the deferred salary leave plan in accordance with the provisions of the plan in existence as of February 27, 1989 and maintained on file in the Board Office.

ARTICLE 22: PREPARATION TIME

- 22.01 The Board recognizes the value of preparation time.
- 22.02 Preparation time shall be provided for teachers where reasonably possible.
- 22.03 A reduction of preparation time or a loss of preparation time may take place only after consultation with the affected teacher.
- 22.04 Interlake School Division and the Interlake Teachers' Association agree that beginning the Fall term of 1996, the teacher preparation time assigned on a school by school basis in any school year to any full-time equivalent teacher, whether such time is in a teaching consultation or supervisory role, shall not without the consent of the Association, be less than the average teacher preparation time assigned in that particular school during the 1994/95 school year.

The two parties also agree that should a need arise in the future, a joint committee of the Interlake Teachers' Association and the Interlake School Division would be established to develop an appropriate protocol.

ARTICLE 23: COMPLAINTS AGAINST TEACHERS

Should the Board receive a serious complaint in writing regarding a teacher in its employ, the Board or its designate shall immediately communicate the substance of such complaint, in writing, to the teacher concerned.

The Board shall afford such a teacher the opportunity to make personal presentation of his/her case to the Board before judgement is passed and the teacher concerned may be assisted during any presentation to the Board by counsel.

ARTICLE 24: STAFF REDUCTION

The Board recognizes that when it is necessary to make staff reduction, it may also be necessary to make program cuts. When a staff reduction is made, the Board or its designate will consult with the school administration to determine what program adjustments will be necessary.

ARTICLE 25: RIGHT TO CONSULTATION

25.01 In accordance with the intent of Board policy directives, the Board shall advise the Association Executive and shall seek their input when considering policy changes affecting teachers' working conditions or classroom conduct before implementing such changes.

25.02 All teachers have the right to consultation with their Superintendent and/or designate in respect of their assignment of school.

25.03 All teachers have the right to consultation with their Superintendent and/or designate in respect to assignment of grade or subject area.

ARTICLE 26: DISCIPLINE

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 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 19 Provisions for Settlement of Differences, during currency of agreement.
- B. When such difference is referred to a Board of Arbitration under Article 19, 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 (a), (b), (c) or (d) above.
- C. The written warning (s) shall not include teacher evaluation done pursuant to Division policy 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.
- D. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 27: 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 decision made by the school administration.

ARTICLE 28: RELIGIOUS LEAVE

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

Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or his/her designate.

The following notification period shall apply:

- A. Teachers on staff requiring religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however not later than September 30th.
- B. In instances where religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
- C. Where the appropriate notice has not been given, religious holy day's leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate in the teacher's salary classification.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 29: RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES

29.01 "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.

29.02 A. 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.

B. Participation in extra-curricular activities by teachers is voluntary.

29.03 In any school year (as per the Minister of Education and Training's definition), a teacher will be entitled to a paid leave of absence of one day provided that he or she:

RECOGNITION OF EXTRA-CURRICULAR ACTIVITIES CONTINUED

- A. In any school year (as per the Minister of Education and Training's definition), a teacher shall be entitled to one day of leave for each fifty (50) hours of eligible extra-curricular activities performed during the school year to a maximum of two (2) days. A part time teacher shall be entitled to the equivalent time off as a full time teacher.
- B. A teacher may perform the fifty (50) hours of eligible extra-curricular duties during the course of two (2) consecutive school years.
- C. The date(s) for such leave shall be agreed upon between the principal and the teacher.

29.04 A teacher who does not take their leave in the year of earned entitlement shall be allowed to carry the one day forward to the next school year, thereby allowing for a possible maximum of three (3) days leave in any school year.

ARTICLE 30: NEW POSITIONS

Should the Division from time to time establish teaching positions which job titles are not included in this Agreement, the Division will notify the Association of its intention to advertise and enter into negotiations with the Association for the purpose of establishing the salaries and working conditions prior to these positions being advertised.

ARTICLE 31: INTEREST ON RETROACTIVE PAY

The Division shall pay the members of the Association interest on the gross amount of any retroactive pay due to that member as it would have been payable (gross amount at the end of each pay period). The interest shall be calculated on the 26th of each month at the Bank of Canada rate. The interest shall begin to accrue after the first pay period of the contract year. It shall be compounded monthly until the date of the signing of the contract for that year.

For the purpose of this agreement only, interest on retroactive pay is to be calculated as per the provision of Article 31 and paid to the Association in one lump sum.

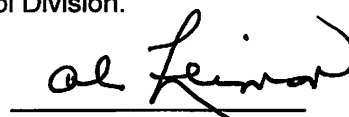
The Interest on retroactive pay has been waived for the 2018-2022 collective agreement.

SIGNATURES:

Dated at Stonewall, Manitoba, this 10th day of May 2021.


Signed and agreed on behalf of the Interlake School Division.


Chairperson


Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.


President


Treasurer

LETTER OF UNDERSTANDING
BETWEEN
THE INTERLAKE SCHOOL DIVISION
AND
THE INTERLAKE TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

The Division and the Association both agree that the Interpretation of Article 20.03 will be as follows when preparing the seniority list for the Division:

That teachers transferring from a Limited Term Teacher – General to a Teacher - General contract will be given credit for their service on a teacher seniority list, providing they have continuous service. Breaks such as Christmas, Easter and Summer breaks do not constitute a break in service.

The Division and the Association both agree that the Interpretation of Article 20.12 will be as follows:

A teacher who is employed under a Teacher - General contract will be placed on the teacher seniority list.

Dated at Stonewall, Manitoba, this 10th day of May 2021.

Signed and agreed on behalf of the Interlake School Division.


Chairperson


Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.


President


Treasurer

LETTER OF UNDERSTANDING
BETWEEN
THE INTERLAKE SCHOOL DIVISION
AND
THE INTERLAKE TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

ARTICLE: 8.01,8.02 AND 8.04

The Interlake School Division and The Interlake Teachers' Association agree that, commencing in the 2017/2018 school year, in calculating the administrative allowances payable to principals and vice-principals within Division schools in accordance with articles 8.01, 8.02 and 8.04, the phrase "per teacher supervised" shall mean total number of teachers employed within the school, rather than the number of full-time equivalent (F.T.E.) teaching positions within the school.

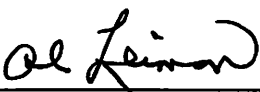
The determination of the number of teachers supervised shall be determined on September 30th.

In circumstances where a teacher provided services at more than one school in the Interlake School Division, the teacher will only be included in the "per teacher supervised" count for a particular school if the teacher has more than a 0.20 F.T.E. at that particular school. If the teacher does not have at least a 0.20 F.T.E. in any one school, the teacher shall be included in the "per teacher supervised" count for the school in which the teacher has the highest F.T.E.

Dated at Stonewall, Manitoba, this 10th day of May 2021.


Signed and agreed on behalf of the Interlake School Division.


Chairperson


Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.


President


Treasurer

THIS COLLATERAL AGREEMENT made as of May 10th 2021

BETWEEN:

THE INTERLAKE SCHOOL DIVISION
(hereinafter referred to as the "*Division*")
- and -

**THE INTERLAKE TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY**
(hereinafter referred to as the "*Association*")

WHEREAS pursuant to a certain collective agreement dated May 10th 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the "*Trust*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association, the Manitoba Teachers' Society and the Trust, the Trust is responsible for the formulation, implementation and operation of the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:

Subject to paragraph (b) which follows, for September 2018, the Division shall pay monthly, \$116.50 on behalf of each Employee in respect of the Dental plan and/or \$124.00 on behalf of each Employee in respect of the Extended Health plan, said \$116.50, and \$124.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September 2019, the Division shall pay monthly, \$105.00 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each Employee in respect of the Extended Health plan, said \$105.00, and \$126.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September 2020, the Division shall pay monthly, \$95.00 on behalf of each Employee in respect of the Dental plan and/or \$131.00 on behalf of each Employee in respect of the Extended Health plan, said \$95.00, and \$131.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.

For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.

5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division: **INTERLAKE SCHOOL DIVISION**
192 2ND AVENUE
STONEWALL, MB. R0C 2Z0


To the Association: **INTERLAKE TEACHERS' ASSOCIATION**
BOX 1873
STONEWALL, MB. R0C 2Z0

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.


8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

This Collateral Agreement is attached to and forms part of the Collective Agreement between the parties dated at Stonewall, Manitoba, this 10th day of May 2021.

Signed and agreed on behalf of the Interlake School Division,

Chairperson


Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.

President


Treasurer

THIS AUXILIARY AGREEMENT made as of the 10th day of May, 2021

BETWEEN:

INTERLAKE SCHOOL DIVISION
 (hereinafter referred to as the "Division")

- and -

**INTERLAKE TEACHERS' ASSOCIATION OF
 THE MANITOBA TEACHERS' SOCIETY,**
 (hereinafter referred to as the "Association")

WHEREAS pursuant to a certain collective agreement dated May 10, 2021, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan; and
- The Manitoba Public School Employees Dental & Extended Health Benefits Plan.

The Division has agreed to participate in these plans subject to the terms of administration and cost sharing, as determined by the conditions of entry stipulated by each individual plan.

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2018/19, 2019/20, and 2020/21 school years which follow:

	EFFECTIVE September 1, 2018 (1.6%)						
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 37,835	\$ 42,033	\$ 47,245	\$ 56,515	\$ 60,451	\$ 63,825	\$ 67,329
1	\$ 39,827	\$ 44,342	\$ 49,703	\$ 60,022	\$ 64,118	\$ 67,629	\$ 71,242
2	\$ 41,820	\$ 46,655	\$ 52,160	\$ 63,533	\$ 67,781	\$ 71,434	\$ 75,149
3	\$ 43,813	\$ 48,964	\$ 54,619	\$ 67,042	\$ 71,443	\$ 75,240	\$ 79,058
4	\$ 45,806	\$ 51,272	\$ 57,078	\$ 70,549	\$ 75,110	\$ 79,045	\$ 82,970
5	\$ 47,801	\$ 53,582	\$ 59,536	\$ 74,057	\$ 78,776	\$ 82,852	\$ 86,881
6	\$ 49,796	\$ 55,888	\$ 61,995	\$ 77,571	\$ 82,436	\$ 86,655	\$ 90,790
7		\$ 58,203	\$ 64,456	\$ 81,080	\$ 86,102	\$ 90,461	\$ 94,703
8			\$ 66,919	\$ 84,603	\$ 89,783	\$ 94,264	\$ 98,613
9				\$ 88,110	\$ 93,444	\$ 98,081	\$ 102,522

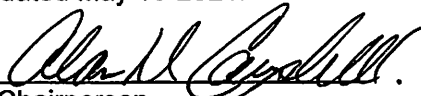
EFFECTIVE September 1, 2019 (1.4%)							
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 38,365	\$ 42,621	\$ 47,906	\$ 57,306	\$ 61,297	\$ 64,719	\$ 68,272
1	\$ 40,385	\$ 44,963	\$ 50,399	\$ 60,863	\$ 65,015	\$ 68,576	\$ 72,239
2	\$ 42,405	\$ 47,308	\$ 52,891	\$ 64,422	\$ 68,730	\$ 72,434	\$ 76,202
3	\$ 44,426	\$ 49,650	\$ 55,384	\$ 67,980	\$ 72,443	\$ 76,293	\$ 80,165
4	\$ 46,448	\$ 51,990	\$ 57,877	\$ 71,537	\$ 76,161	\$ 80,151	\$ 84,131
5	\$ 48,470	\$ 54,332	\$ 60,369	\$ 75,094	\$ 79,878	\$ 84,012	\$ 88,098
6	\$ 50,493	\$ 56,671	\$ 62,863	\$ 78,657	\$ 83,590	\$ 87,868	\$ 92,061
7		\$ 59,017	\$ 65,358	\$ 82,215	\$ 87,307	\$ 91,727	\$ 96,029
8			\$ 67,856	\$ 85,788	\$ 91,040	\$ 95,584	\$ 99,994
9				\$ 89,343	\$ 94,752	\$ 99,454	\$ 103,957


EFFECTIVE September 1, 2020 (0.5%)							
STEP	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 38,556	\$ 42,835	\$ 48,146	\$ 57,593	\$ 61,604	\$ 65,042	\$ 68,613
1	\$ 40,587	\$ 45,188	\$ 50,651	\$ 61,167	\$ 65,340	\$ 68,919	\$ 72,601
2	\$ 42,617	\$ 47,544	\$ 53,155	\$ 64,744	\$ 69,074	\$ 72,796	\$ 76,583
3	\$ 44,648	\$ 49,898	\$ 55,661	\$ 68,320	\$ 72,806	\$ 76,675	\$ 80,566
4	\$ 46,680	\$ 52,250	\$ 58,166	\$ 71,894	\$ 76,542	\$ 80,552	\$ 84,552
5	\$ 48,712	\$ 54,604	\$ 60,671	\$ 75,470	\$ 80,278	\$ 84,432	\$ 88,538
6	\$ 50,746	\$ 56,954	\$ 63,178	\$ 79,050	\$ 84,008	\$ 88,307	\$ 92,521
7		\$ 59,312	\$ 65,685	\$ 82,626	\$ 87,744	\$ 92,186	\$ 96,509
8			\$ 68,195	\$ 86,217	\$ 91,495	\$ 96,062	\$ 100,494
9				\$ 89,790	\$ 95,226	\$ 99,951	\$ 104,477

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

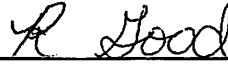
This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated May 10-2021.


 Chairperson


 Secretary-Treasurer

Signed and agreed on behalf of the Interlake Teachers' Association of the Manitoba Teachers' Society.


 President


 Treasurer