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July 1, 2018-June 30, 2022

COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNING BOARD OF
THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY
(HEREINAFTER REFERRED TO AS "THE INSTITUTE" OR "DIVISION")

AND

THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY
(HEREINAFTER REFERRED TO AS "THE ASSOCIATION")

ARTICLE 1 - PURPOSE AND DEFINITIONS

1.1 It is the intent and purpose of the Parties to this Agreement to promote and improve the working relations between the Institute and the Association; to provide a basis for both parties to improve the professional and academic services rendered to the students of the Manitoba Institute of Trades and Technology and finally, to establish a salary schedule and other conditions of employment resulting from the operation of said agreement.

1.2 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act, the Education Administration Act, and any other acts pertaining to the rights and responsibilities of the Parties to this agreement.

1.3 Definitions

Per Diem – whenever the term per diem is used in this collective agreement it shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year times the applicable annual salary.

ARTICLE 2 - EFFECTIVE PERIOD

2.01 This agreement shall come into force and take effect on **July 1, 2018**, unless otherwise agreed to, and shall remain in force until **June 30, 2022** and shall thereafter automatically renew itself from year to year unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement during the month of April in the year the agreement expires.

ARTICLE 3 - PLACEMENT ON SCALE

3.1 (a) A teacher coming on staff and instructing in an area in which they have previous related work experience gained after the acquisition of recognized certification in the area in which they are employed shall receive one (1) step for every two (2) years of such related experience up to the maximum of the teacher's classification.

(b) For designated trades, related work experience shall be calculated from the time that certification as a journey person in the area in which they are employed is received.

(c) For non-designated trades, business education and other areas, related experience shall be calculated from the time that the teacher became qualified in the area in which they are employed by virtue of having served a recognized apprenticeship term, having completed recognized business training acceptable to the President of the Institute or his/her designate, or having a form of training or education acceptable to the Manitoba Education, Administration and Professional Certification Branch.

ARTICLE 3 – PLACEMENT ON SCALE (cont'd)

- 3.02 (a) A teacher coming on staff shall receive one (1) step for each year of teaching experience as recognized by Manitoba Education Administration and Professional Certification Branch up to and including the maximum salary for the teacher's salary classification.
- (b) For the purposes of 3.02(a), placement may include, such teaching experience, acceptable to the Institute, which was acquired at a community college or other such educational institution that might not otherwise be recognized by the Administration and Professional Certification Branch. In coming to a conclusion that teaching experience will or will not be recognized, the Institute shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.
- 3.03 (a) Nothing in this agreement shall limit the right of the Institute to place a teacher coming on staff at a level above that which they would be entitled to by virtue of Articles 3.01 and 3.02 of this agreement.
- (b) The Institute shall consult with the Association prior to placing a new teacher at a level above that which they would be entitled to by virtue of Articles 3.01 and 3.02 of this collective agreement. Where the Institute and the Association cannot agree on the placement of a new teacher through consultation, the Institute shall have the right to unilaterally determine placement to a level not higher than the maximum salary for that teacher's salary classification.
- (c) Teachers coming on staff who have a salary classification as determined by the Administration and Professional Certification Branch that is greater than Class 4, shall receive one (1) step on the salary scale for each Class greater than Class 4. Such entitlement shall be in addition to steps received under 3.01 and 3.02 of this Article and may be up to and including Step 12 of the salary scale.
- 3.04 Subject to 3.03(b) such placement that results in a step placement on scale greater than that specified in this Article shall be at the sole discretion of the Institute and not subject to grievance and arbitration under the Settlement of Disputes clause in this collective agreement.

ARTICLE 4 - SALARY SCHEDULE AND PLACEMENT ON SCALE

4.01 (a)

Step	Effective July 2018	Effective July 2019	Effective July 2020	Effective July 2021
0	57260	58062	58352	COLA
1	60226	61069	61374	COLA
2	63353	64240	64561	COLA
3	66638	67571	67909	COLA
4	70096	71077	71432	COLA
5	73740	74772	75146	COLA
6	77571	78657	79050	COLA
7	81606	82748	83162	COLA
8	85850	87052	87487	COLA
9	90412	91678	92136	COLA
10	95118	96450	96932	COLA
11	100064	101465	101972	COLA
12	105275	106749	107283	COLA

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

ARTICLE 4 – SALARY SCHEDULE AND PLACEMENT ON SCALE (cont'd)

- (b) Advancement on scale beyond Step 9 shall occur only if and when a teacher receives from Manitoba Education, Administration and Professional Certification Branch verification of a salary classification higher than Class 4. The maximum salary for salary classifications above Class 4 shall be as follows:

Class 5 - Step 10

Class 6 - Step 11

Class 7 - Step 12

- 4.02 (a) Each teacher shall receive one (1) step increase for each year of service until the maximum for that teacher's salary classification, pursuant to 4.01(b) has been reached.
- (b) The anniversary date for annual Step increases shall be the first day of the teaching month that follows the date on which the teacher completes a year of experience.
- (c) Except as otherwise qualified in this Agreement, years of completed experience for a part-time teacher shall be calculated in the same manner as the years of completed experience are determined by the Manitoba Education Administration and Professional Certification Branch.
- (d) Subject to 4.01(b), after receiving prior approval from the President of the Institute and successfully completing training or courses related to their technical teaching field from institutions (college, university, or approved private institution) or approved firms, teachers shall receive step increases up to Step 12 of the scale at the rate of one (1) step for each approved and accumulated 300 hours of successfully completed training or education. The step increase shall become effective on the first day of the month following the acquisition of said 300 hours. In coming to a conclusion that such training would not be of benefit to the educational needs of the Institute, the Institute shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

Effective September 2008, teachers in Class 4 working towards Class 5 will be required to accumulate 150 hours of approved successfully completed training or courses to achieve their increase.

- (e) Subject to 4.01(b), after receiving prior approval from the President of the Institute, a teacher who completes courses that would entitle that teacher to a designation of Class 5, 6, or 7 as recognized by the Administration and Professional Certification Branch shall move forward one (1) step on scale up to and including Step 12 upon successful completion of the courses and requirements necessary for such class designation. The step increase shall become effective on the first day of the month following notification that the teacher has completed the courses and requirements necessary for such class designation.

In coming to a conclusion that the improved qualifications would not be of benefit to the educational needs of the Institute, the Institute shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

ARTICLE 5 - PRINCIPAL'S SALARY

5.1 A teacher appointed by the Institute to be the principal of the Institute shall be paid according to the following scale:

Step	Effective First Day of Fall Term 2018	Effective First Day of Fall Term 2019	Effective First Day of Fall Term 2020	Effective First Day of Fall Term 2021
0	113324	114911	115486	COLA*
1	116477	118108	118699	COLA*
2	119631	121306	121913	COLA*
3	122785	124504	125127	COLA*
4	127878	129668	130316	COLA*

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

5.2 A teacher so appointed as Principal of the Institute and placed on the above scale shall move forward one (1) step upon the completion of one (1) year of service in the position of Principal up to and including the maximum of the scale.

5.3 Nothing in this agreement shall limit the right of the Institute to place a Principal above Step 1 of the scale on initial appointment of the teacher to the position of Principal.

ARTICLE 6 - LEAD INSTRUCTOR ALLOWANCE

6.01 Lead Instructors shall be appointed annually, subject to the discretion of the President or his/her designate.

A teacher appointed as a Lead Instructor shall receive an allowance per annum in addition to the salary the teacher is entitled to under Articles 3 and 4 as follows:

First Day of Fall Term 2018	First Day of Fall Term 2019	First Day of Fall Term 2020	First Day of Fall Term 2021
5553	5631	5659	COLA*

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

ARTICLE 7 - WORK YEAR

7.1 A teacher at the Institute may work during the normal vacation periods of Spring, Mid-Summer and Christmas as set out in Section 4 of Manitoba Regulation 101/95, provided that the total number of days a teacher works in a College year shall not be more than the number of days designated by the Minister as teaching days for the corresponding standard school year.

7.2 Notwithstanding the above, a teacher may be required by the Institute to teach an additional eight (8) days in any College year and shall be paid for said days an additional per diem rate of their annual salary. This clause will not be applicable to the Principal.

7.3 A teacher shall not be required to teach on those school holidays listed under Section 5(1) of Manitoba Regulation 101/95.

- 7.4 It is agreed that for the purposes of this collective agreement, the following terms shall have the following meanings:
- (a) Standard School Year - Standard school year shall mean the teaching days designated by the Minister of Education pursuant to Manitoba Regulation 470/88 as it exists of the date hereof.
 - (b) College Year - College year shall mean the period beginning the Tuesday immediately following Labour Day and ending the following Labour Day.
 - (c) Standard Vacations - Standard vacations mean the Spring, Mid-Summer and Christmas vacations as designated by the Minister of Education pursuant to Manitoba Regulation 470/88 as it exists of the date hereof.
 - (d) School Holidays - School holidays shall mean the holidays set out in the Public Schools Act and Manitoba Regulation 101/95, as it exists of the date hereof, and in addition Christmas Day, Boxing Day, New Year's Day, July 1st and the first Monday in August.

7.5 Workplace Practicum Supervision

At the teacher's initiative and subject to prior approval of the itinerary by the President or his/her designate, up to eight (8) days in any school year shall be provided to allow that teacher to perform off campus workplace practicum supervision. This shall apply to programs not utilizing an extended work practicum model.

ARTICLE 8 - PART-TIME TEACHERS

- 8.1 The basic salary of each teacher employed under contract on a part-time basis shall be pro-rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by the agreement.
- 8.2 Part-time teachers under contract shall participate in school activities, as outlined below, during the regular school day when requested by the Institute. Part-time teachers shall receive per diem or portion thereof, for time spent over and above their regularly scheduled teaching time during the school day.
- The Institute activities, when occurring during the regular school day, eligible for payment under this Article are:
- 1. Staff Meetings
 - 2. Parent-Teacher Interviews
 - 3. In-Service Components
- 8.3 Where teachers request and are allowed to enter an arrangement with the Institute to allow two or more teachers to share one teaching position then no additional remuneration under paragraph 8.02 will be payable.

ARTICLE 9 - PAYMENT OF SALARY

- 9.1 Teachers covered by this Agreement shall be paid their annual salary on the basis of twenty-six (26) consecutive bi-weekly payments.
- 9.2 Where a teacher leaves the employ of the Institute or commences a long term leave, the teacher on his/her last payment shall receive the difference between the number of days worked times that teacher's per diem for that school year and the gross amount of pay received during the school year.

ARTICLE 10 - SICK LEAVE

- 10.1 It is agreed by the parties that sick leave entitlement shall be granted by the Institute only where a teacher is unable to be at work and perform regular duties as a result of illness or injury.

- 10.2 There shall be no accumulation of sick leave credited for periods of leave of absence.
- 10.3 Sick leave shall be accumulated at a rate not to exceed 20 teaching days per year to a maximum of 130 days to be determined as follows:
- 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 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 beginning July 2014
- 10.4 Unless otherwise entitled under paragraph 10.03 and except as hereinafter provided, each teacher shall be permitted to use twenty (20) sick leave teaching days in any Institute year after at least one day of active teaching service during that Institute year.
- 10.5 The provision of twenty (20) sick leave teaching days in any Institute year shall be prorated in the following circumstances:
- (a) Where a teacher commences employment at a time other than the commencement of the Institute year.
 - (b) Where a teacher returns from a leave at a time other than the commencement of the Institute year.
 - (c) Where a teacher terminates employment during the Institute year for reasons other than sickness.
 - (d) Where a teacher commences an unpaid leave of absence for reasons other than sickness.
- 10.6 (a) For purposes of paragraph 10.05, proration of the twenty (20) sick leave teaching days provided in any Institute year shall be calculated as set out below:
- $$\frac{\text{No. of days of actual teaching service (including paid sick leave teaching days)} \times 20}{\text{Total No. of teaching days in the school year.}}$$
- (b) Sick leave accumulation balances shall be rounded to the nearest whole day.
- 10.7 A teacher will furnish a medical certificate when requested by the President of the Institute, or designate. Where such certificate is required and such costs are not covered by the Manitoba Health Insurance Commission the Institute shall be responsible for that cost.
- 10.8 Sick Leave is not payable to a teacher:
- (a) who is engaged in employment for wage or profit with another employer except when such employment occurs as a result of a program of rehabilitative employment approved by the Long Term Disability Insurance Plan.
 - (b) whose illness results from the use of drugs or alcohol and who is not receiving continued treatment from a licensed physician or in a recognized program of treatment for the use of drugs or alcohol.
 - (c) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance Corporation to the extent that such benefits and paid sick leave exceed the teacher's normal salary. In such cases the teacher shall reimburse the Institute the amount of benefit received from the

Manitoba Public Insurance Corporation.

- (d) who is absent from work because of plastic surgery performed for cosmetic purposes except where the need for such surgery is attributable to an illness or injury.

10.9 Family Medical Leave

Teachers shall be allowed to use up to five (5) days sick leave accumulation per year to attend to the illness or injury of that teacher's spouse, children or parents, 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 paragraph concurrently.

10.10 On-Job Injury

When a teacher suffers a physical on-job injury and is absent from work as a result of that injury, the Institute shall continue to pay the salary of that teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the physical on-job injury. The period of time absent from work as a consequence of the physical on-job injury shall not be charged against the accumulated sick leave balance.

ARTICLE 11 - PARENTING LEAVE

11.1 Entitlement to Parental, Maternity and Adoptive leave shall be in accordance with the provisions of the Employment Standards Code.

11.2 Other Agreements not precluded.

Nothing in this agreement shall preclude a teacher and the Institute from mutually agreeing to terms of additional leave. Any such agreement made between the teacher and the Institute shall not be subject to grievance and arbitration under the Settlement of Disputes clause in this collective agreement.

11.3 SUB Plan

(a) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the leave up to seventeen weeks in the amount of 90% of the salary being received at the time leave is taken, this pay to include any benefits received from Employment Insurance pursuant to a Supplementary Unemployment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Unemployment Benefits Plan with Human Resources Social Development Canada.

(b) In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:

- (i) For the first two weeks, payment equivalent to ninety percent (90%) of her gross salary, and
- (ii) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.

(c) An employee taking paid adoptive or parental leave pursuant to this Article 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 Social Development Canada pursuant to a Supplementary Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a SUB Plan with Human Resources Social Development Canada.

ARTICLE 11 – PARENTING LEAVE (cont'd)

In respect of the period of adoptive or parental leave, payments made according to the SUB Plan will consist of the following:

- (i) For the first two (2) weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of gross salary where the two week 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 nine percent (90%) of gross salary.

SUB Plan – Effective July 1, 2015 the following shall apply:

- (a) A teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- (b) The Institute shall pay a teacher on Maternity and/or Parental/Adoptive Leave:
 - (i) 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 leave or parental leave and continues to receive employment insurance benefits;
 - (ii) 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 leave or parental leave and continues to receive employment insurance benefits;
 - (iii) Up to fifty (50) teaching days of parental/adoptive leave top up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.
- (c) For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:
 - (i) One hundred thirty-five (135) teaching days of pay and/or top up benefits if the teacher takes both maternity leave and parental/adoptive leave;
 - (ii) Eighty-five (85) teaching days of pay and/or top up benefits if the teacher only takes maternity leave;
 - (iii) Fifty (50) teaching days of pay and/or top up benefits if the teacher only takes parental/adoptive leave.

Unless the teacher takes a shorter period of maternity leave and/or parental/adoptive leave in which case, the pay and/or top up will be pro-rated to reflect the actual number of

ARTICLE 11 – PARENTING LEAVE (cont'd)

teaching days taken. The parties acknowledge that the top up payments made by the Institute 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.

11.4 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 Institute.

ARTICLE 12 – COMPASSIONATE LEAVE

- 12.01 (a) A teacher shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or life-threatening illness in the immediate family, defined as spouse, child, mother, brother, sister, grandmother, grandfather, grandchild whether the family member is natural, in-law, step or foster, court appointed ward, court appointed guardian.
- (b) A teacher shall be granted up to one (1) regularly scheduled work day leave of absence without loss of salary or wages in the case of death or serious illness of an aunt, uncle, niece, or nephew.
- (c) A teacher shall be granted up to one (1) regularly scheduled work day leave of absence without loss of salary or wages to act as a pallbearer or eulogist at a funeral, effective September 1, 2015.
- (d) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the President.

ARTICLE 13 - LEAVE OF ABSENCE FOR EXECUTIVE DUTIES

- 13.1 A teacher being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or 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 that teacher is member, or acting as a representative or delegate, shall be excused from College duties for either purpose or both purposes for not more than a total of five (5) teaching days in any one school year, provided, that a substitute satisfactory to the Institute can be secured, and that the cost of providing such substitute is assumed by the Society/Local Association. A maximum of fifteen (15) days in total may be taken for the purposes mentioned above during any school year by members of the association. No additional leave of absence beyond fifteen (15) days in a College year shall be taken for the purposes mentioned above except with the consent and approval of the Institute. In all cases the teacher shall notify the Institute a minimum of five (5) teaching days prior to taking such leave.
- 13.2 (a) The Institute shall provide the President of the MITTTA leave to conduct Association business of up to 100% FTE of the teacher's assignment.
- (b) The Association agrees to reimburse the Institute the full cost of the President's salary and benefits for the percentage of leave taken by the President of the Association.
- (c) The Association will notify the Institute by the last teaching day of April if it intends to exercise the leave of absence for the President. Any such leave is subject to a replacement suitable to the Institute being available.

ARTICLE 13 – LEAVE OF ABSENCE FOR EXECUTIVE DUTIES (cont'd)

- (d) Upon completion of the leave, the President shall return to a mutually agreed upon position or the same position he/she held immediately prior to becoming President, unless the position is no longer available due to declining enrolment or the discontinuation of the program.

ARTICLE 14 - ATTENDANCE AT A COURT OF LAW AS A JUROR OR WITNESS

- 14.01 If a teacher is required to perform jury duty or serve as a subpoenaed witness in a matter in which the Crown is involved, on a day that the teacher would normally work, the teacher will be reimbursed by the Institute for the difference between the pay received for jury duty or a subpoenaed witness, excluding any expense money received.

To be eligible for leave with pay a teacher is required to submit details of the requirements for jury or witness duty at the earliest possible date. Any time during the regular hours of the Institute that a teacher is not required to be at Court the teacher shall be available for duties at the Institute.

A teacher required to attend a court proceeding as a party to that proceeding in relations to the teacher's personal private affairs shall receive a leave of absence without pay for the required absence.

ARTICLE 15 - LEAVE OF ABSENCE

After having taught for the Institute for two years, a teacher shall be eligible for leave of absence without pay for study or other purposes subject to the following conditions:

- 15.1 Application for leave shall be made to the President or his/her designate not later than March 31 of the Institute year prior to the Institute year in which leave is to be taken and must include a statement outlining the purpose of the leave.
- 15.2 Leave of Absence may be granted for a period not to exceed one (1) year. Applications for extension of leave may be considered based on the type of leave granted and the purpose of the extension.
- 15.3 The Institute shall guarantee to a teacher granted leave the same or comparable position on return from leave.
- 15.4 Leave of Absence shall not constitute a break in tenure but shall not count as a year of experience for salary schedule purposes.

ARTICLE 16 – DISABILITY BENEFITS PLAN INSURANCE

- 16.01
- (a) The Institute shall deduct from teachers' salaries the full premium costs prescribed by the M.T.S Disability Benefits Plan and shall forward such premiums on a monthly basis to the Plan.
 - (b) Any teacher shall be enrolled in the M.T.S. Disability Benefits Plan and shall participate in the Plan, in accordance with its terms and conditions.
 - (c) Any teacher entering the Institute's employ shall be enrolled automatically in the M.T.S Disability Benefits Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
 - (d) The Institute's responsibility with respect to the administration of the M.T.S. Disability Benefits Plan shall be limited to the following:

ARTICLE 16 – DISABILITY BENEFITS PLAN INSURANCE (cont'd)

- (i) deducting premiums from the teachers;
 - (ii) enrolling newly hired teachers in the Plan;
 - (iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Institute;
 - (iv) completing a premium statement to accompany premium remittances;
 - (v) distributing Plan information to teachers from time to time;
 - (vi) completing a Disability Notification Form and submitting it to the Plan after the teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claim for benefit;
 - (vii) reporting to the Plan salary changes for teachers in receipt of benefits.
- (e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Institute neither has nor assumes any responsibility whatsoever with respect to any aspect of the M.T.S. Disability Benefits Plan.
- (f) The Association shall indemnify and save the Institute from any and all losses, costs, liabilities or expenses suffered or sustained by the Institute as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the M.T.S. Disability Benefits Plan.

ARTICLE 17 - GROUP LIFE INSURANCE

- 17.1
- (a) The Institute shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan and subject to the limitations set out in (d).
 - (b) All teachers shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Institute. Where teachers opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the teacher.
 - (c) **All teachers coming on staff after the effective date of the implementation of the Plan in the Institute shall be required to participate in the Plan.**
 - (d) The Institute's responsibility with respect to the administration of this Plan shall be limited to the following:
 - (i) deducting premiums from the teachers;
 - (ii) enrolling newly hired teachers in the Plan;
 - (iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Institute;

ARTICLE 17 – GROUP LIFE INSURANCE (cont'd)

- (iv) completing a premium statement to accompany premium remittances;
 - (v) providing claim forms to teachers or beneficiaries on request;
 - (vi) completing and submitting the Employer Claim Submission for claimants;
 - (vii) distributing Plan information to teachers from time to time;
 - (viii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- (e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Institute neither has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees' Group Life Insurance Plan.
- (f) The Association shall indemnify and save harmless the Institute from any and all losses, costs, liabilities or expenses suffered or sustained by the Institute as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.
- 17.2 (a) The Institute will participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (MPSE Extended Health) in accordance with the terms and conditions of the Agreement entered into by the Institute and the Association attached hereto as the (*collateral agreement*).
- (b) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Extended Health Plan shall be required to participate in the MPSE Extended Health Plan unless entitled to elect out of the Extended Health Plan as maybe permitted under the terms thereof.
- (c) The cost of the MPSE Extended Health Plan will be paid by the Institute in accordance with the terms and conditions of the Extended Health Plan Agreement.
- (d) The Institute agrees that the Institute's monthly contribution to the Extended Health Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Extended Health Plan). Provided an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Extended Health Plan in which case the Institute agrees to make monthly payments to the Employee as follows:
- (i) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Extended Health Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
 - (ii) An employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group extended health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 18 - PARTICIPATION IN GROUP PLANS WHILE ON LEAVE OF ABSENCE AND WHILE ON MATERNITY/ADOPTIVE/PATERNITY LEAVE

18.01 Teachers who have been granted a leave of absence and/or maternity/adoptive/paternity leave and are eligible to continue to participate during their absence in group plans, may request in writing that the Institute make premium payments under such plans and the teacher wishing to commence the leave of absence shall prepay to the Institute a sum of money equal to the total premiums for the period of the leave of absence. The Institute shall thereupon make payment(s) under the plan(s) on behalf of the teacher during such leave of absence. In the event of a rate change in any of the plans during the duration of the leave the Institute shall inform the teacher of the additional sums of money necessitated by the change in rates.

Failure on the part of the teacher to forward such sums necessitated by the change in rate shall be deemed to be notice that said teacher no longer wishes continuation of premium payments and the Institute shall give notice to the teacher of such discontinuation and forward to that teacher any residual monies that teacher may be entitled to.

ARTICLE 19 – INTEREST ON BACK PAY

19.01 The Institute shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be paid at the average rate at which the Institute borrows funds or could have borrowed funds if none were borrowed, during the twelve month period immediately preceding the date of ratification.

Interest for 2014/15 will be calculated on the average teachers' salary and will form the basis of payment for all instructors.

The parties agree to waive interest on back pay for the period of the Collective Agreement.

ARTICLE 20 - DEDUCTION OF PROFESSIONAL FEES

20.1 The Institute recognizes the Association as the sole and exclusive bargaining agent for all teachers who are employed under this Agreement and covered under Certificate No. CABE-1-86, dated April 10, 1986.

20.2 (a) Professional fees for a school year will be deducted from teachers who have not given written notice to the Institute before September 15th that they are not members of The Manitoba Teachers' Society. These deductions will be made in ten equal monthly installments, according to the scale of fees established by The Manitoba Teachers' Society, starting with the September cheque. Each monthly installment will be forwarded to the Central Office of The Manitoba Teachers' Society, normally not later than the tenth day of the following calendar month.

(b) Local Association fees will be deducted from every teacher who has not given written notice to the Institute before September 15th that they are not members of The Manitoba Teachers' Society. These deductions will be made in accordance with the current rate of fees as set by the Local Association. The deductions will be made in ten equal monthly installments, and forwarded to the Local Association.

(c) For new teachers, deduction of fees as set out in paragraph (a) shall become effective from the start of the full pay period immediately following the commencement of employment.

20.3 The Association shall indemnify and save harmless the Institute from any and all losses, costs, liabilities or expenses suffered or sustained by the Institute as a result of legal action arising from the deduction of Association fees provided, however, that should the Association so require, it shall be permitted to take over conduct such legal action and make such settlement thereof as it shall see fit.

ARTICLE 21 - LAY-OFF

- 21.1 Where it is determined by the Institute that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Institute shall give first consideration to retaining teachers having the greatest length of service with the Institute.
- 21.2 (a) Notwithstanding the foregoing, the Institute 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 in light of the special subjects and programs offered by the Institute.
- (b) The provisions of this article shall not apply to the position of Principal.
- 21.3 Effective May 1, 1988, the seniority of a teacher shall be accumulated in the proportion of actual percentage of contracted time in each school year within the Institute. For purposes of calculating seniority prior to May 1, 1988, seniority shall be based on the length of continuous paid service with the Institute.
- 21.4 Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience with the Institute.
- 21.5 Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of teacher employment with the Institute.
- 21.6 Where teachers have the same seniority as defined in .03, .04 and .05 above, the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- 21.7 Where teachers have the same seniority as defined in .03, .04, .05 and .06 above the order of seniority shall be determined on the basis of total teaching experience recognized by Manitoba Education for classification purposes.
- 21.8 If the length of teaching experience as defined in .03, .04, .05, .06 and .07 is equal, the teacher to be declared surplus shall be determined by the Institute.
- 21.9 A teacher will retain and accrue seniority if absent from work because of:
- (a) illness or accident to a maximum of one year
- (b) a leave of absence up to thirty (30) calendar days
- (c) sabbatical leave
- (d) work experience program leave
- (e) up to the amount of time specified as leave under the provisions of the Employment Standards Code.
- 21.10 A teacher shall retain but not accrue seniority if the teacher is:
- (a) on leave of absence in excess of 30 calendar days, except as set out in Article .11(d) hereof
- (b) laid off for a period of time less than that set out in Article .10(d) hereof
- (c) absent because of illness or accident for more than one year provided however that the first year of illness shall be counted as service for seniority purposes
- (d) absent because the Institute has granted more leave than required by those leaves specified in Sections 34.1, 34.2 and 34.3 of the Employment Standards Code, provided

ARTICLE 21 – LAY-OFF (cont'd)

however that the amount of time specified as leave under the provisions of the Employment Standards Act shall be counted as service for seniority purposes.

21.11 A teacher shall lose the right of recall for any of the following reasons:

- (a) The teacher resigns.
- (b) The teacher is employed by another School Division as a full time teacher on a Form 2, or equivalent full time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term, not to exceed one (1) year.
- (c) The teacher fails to return to work after the termination of any leave granted by the Institute.
- (d) The teacher is not recalled within two (2) calendar years after September 30 following the date of lay-off.
- (e) The teacher's contract is terminated for cause.
- (f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the position offered subject to the exception contained in (b) hereof, shall forfeit all rights of recall.

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

- 21.12
- (a) Training - Instruction received in preparation for the profession of teaching which includes the awarding of a recognized occupational trade designation/certification with respect to a particular subject or subjects.
 - (b) Academic Qualifications - Refers to the classification in which the teacher is placed by the Administration and Professional Certification Branch of Manitoba Education.
 - (c) Experience - The practical application of the training over a period of time with respect to the particular subject or subjects.

21.13 (a) In the event of a lay-off, the Institute or its designate shall meet with the Executive of the Association not fewer than 75 calendar days prior to the date of any layoff, unless an alternate date is otherwise agreed to between the President or his/her designate and the President of the Association. The purpose of the meeting is to discuss the implications of the possible layoff and to provide a copy of the seniority list. Such list shall:

- (i) Contain the names of all teachers with five (5) years or less teaching experience as defined by .04. If necessary the list may be extended to include the names of teachers with more than five (5) years experience.
- (ii) Identify the designated seniority of the teacher on the basis of .05, .06 and .07 of this collective agreement.
- (iii) Specify the applicable date for the purpose of Article .04.
- (iii) Be posted in the staff room of the Institute by February 1st of each year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until March 15 of that year. In the event of an omission or incorrect listing being brought to the Institute's attention after March 15, the teacher so affected shall have the right to correct the list at the next posting.
- (v) Be sent to any teacher on leave whose name appears on that list at his/her last reported address.

ARTICLE 21 – LAY-OFF (cont'd)

- (b) Notwithstanding subsection (a), prior to the issuing of layoff notices, the Institute or its designate shall meet with the Executive of the Association with a list of teachers to be laid off.
- 21.14 (a) Notice of lay-off and a copy of this clause shall be given to the teacher laid off by registered mail no later than November 15 for lay-off on December 31 and no later than May 15 for lay-off on June 30. It is understood that lay-offs will occur only on the aforementioned dates, except as outlined in subsection (b) of this article.
- (b) Instructors who are hired for a teaching assignment beginning at a time other than the Standard School Year as defined in Article 7.04 of this collective agreement shall be provided not less than forty- five (45) calendar days' notice in the event of a layoff.
- 21.15 The teacher shall be placed on the recall list until June 30 of the school year in which he/she was laid off. To remain on the recall list beyond such date the teacher shall indicate in writing to the Institute his/her wish to remain on the recall list. Failure to provide a written indication to the Institute by June 30 shall relieve the onus on the Institute for that teacher's continued placement on the recall list.
- 21.16 If after lay-offs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of lay-off, positions become available teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, providing such teachers have the necessary training, academic qualifications and experience for the position available. Seniority with the Institute 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 qualifications and experience.
- It shall be the responsibility of the teacher to report to the Institute by registered mail 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. A teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within six (6) days of the registered letter being received or within twenty (20) calendar days of the letter being sent, whichever occurs first, 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 notification of his/her intent to return unless by mutual agreement.
- 21.17 A teacher's accumulated sick leave credits will not be affected if the teacher is recalled as provided in Article 21.16 above.
- 21.18 Notwithstanding any other provisions of this agreement, the foregoing layoff provision shall not apply to a teacher continuously employed by the Institute under an approved form of agreement for a full school year or less, as defined by the Minister by regulation, or to a teacher employed on a term contract, provided however, no permanent teacher shall be laid off who has been employed by the Institute under a Teacher General agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a term contract has not been laid off, having a regard to the necessary training, academic qualifications and experience required for a specific teaching assignment of such teacher employed under a contract or of a teacher continuously employed by the Institute under an approved form of agreement for a full school year or less as defined by the Minister by regulation.

ARTICLE 22 - COMPLAINTS

- 22.1 Should the Institute receive any complaints regarding the competency or character of a teacher in its employ, the Institute shall communicate the substance of such complaint to the teacher so concerned, and afford the teacher the opportunity to choose to have an MTS Staff Officer or Association President present during such discussion. Before passing judgement, the Institute shall afford such teacher an opportunity to make personal presentation of the teacher's case and such teacher may be assisted during the said presentation by representative and/or counsel. It is agreed and understood by the parties that:
- (a) any and all disputes under this collective agreement as they relate to this article will be limited only to the fact that the complaint was not communicated to the teacher or that a hearing was not granted by the Institute and,
 - (b) a complaint under this article shall not include any formal evaluation carried out by the Institute.

ARTICLE 23 - WRITTEN WARNINGS AND SUSPENSION

- 23.1 The imposition of discipline without just cause by the Institute 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 Institute or person(s) acting on behalf of the Institute 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 Institute's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 21 Settlement of Disputes.
 - (b) When such a difference is referred to a Board of Arbitration under Article 25, the Board of Arbitration shall have the power to:
 - (i) uphold the discipline
 - (ii) rescind the discipline
 - (iii) vary or modify the discipline
 - (iv) order the board to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - (v) do one or more of the things set out in subclause (i), (ii), (iii) and (iv) above.
- 23.2 This Article does not apply to teacher assessment and evaluation process done pursuant to the Institute's policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- 23.3 The Association agrees that the Institute or any agent thereof has the right to suspend an employee with or without pay for just cause.

ARTICLE 24 - PROVISIONS FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT

- 24.01 Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within 35 teaching days of the event giving rise to the dispute or alleged violation, or within 35 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.

ARTICLE 24 – PROVISIONS FOR SETTLEMENT OF DISPUTES DURING CURRENCY OF AGREEMENT (cont'd)

If a party to the collective agreement claims that the time limit imposed under the collective agreement has not been complied with, the parties shall proceed to appoint the arbitration board and, if the arbitration board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the arbitration and will not affect the merits of the matter submitted to the arbitration board, it may, on application of any party to the arbitration, declare that the irregularity does not affect validity of the decision of the arbitration board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision of the arbitration board.

If the dispute is not settled within ten (10) teaching days from the date when the Association takes the matter up with the Institute or the Institute notifies the Association in writing of its desire to have the difference negotiated, the dispute shall, upon the written request of either party, be submitted to an arbitrator or an arbitration board as herein prescribed.

Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one member, ready, willing, and able to sit on the arbitration board, and the two members so selected shall, within a further period of ten (10) teaching days nominate the chairperson, ready, willing, and able to serve in the capacity of the chairperson of the arbitration board. In the event of the failure of the two first mentioned members of the Board to agree upon the selection of a chairperson the matter shall be referred by them to the Manitoba Labour Board who shall choose the chairperson.

In the event of any vacancy on the arbitration board occurring by reason of death, incapacity or resignation, or any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the Arbitration Board in the first instance.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this Article relating to an arbitration board shall apply with the necessary changes in points of detail, to the single arbitrator.

ARTICLE 25 - PERSONAL LEAVE

25.1 A teacher shall be entitled to two (2) days of personal leave per school year at no loss of pay.

- (a) Where during a school year a teacher takes fewer than two (2) personal leave days, one (1) personal leave day shall be carried over into the next school year. The maximum number of personal leave days carried over into another school year is one (1) day and the carried over days are not cumulative. The maximum number of personal leave days which a teacher may take in any school year is three (3) days. Article 25 (a) commences with the 2015-16 school year with the first opportunity for carryover to be from the 2015-16 school year into the 2016-17 school year. Any days carried over from one school year to a second school year may not be carried over into a third school year.

ARTICLE 26 – EDUCATION LEAVE

26.01 A teacher will have the right to one half day of paid leave for the purpose of writing a university exam during the school day to a maximum of two (2) exams during any school year.

Effective September 1, 2015, a teacher will have the right to one half day of paid leave for the purpose of writing a university examination or defending a thesis or dissertation during the school day to a maximum of two (2) examinations or defenses during any school year or for the purpose of attending the teacher's own convocation during the school day.

ARTICLE 27 – SUBSTITUTE TEACHERS

27.1 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 27, Substitute Teachers.

(a) **Rates**

The Institute may increase substitute rates at its discretion for such periods of time and in such circumstances as the Institute deems reasonable. In no case, however, may substitutes be paid at a rate below the following schedule:

Effective on and from the date of signing the Collective Agreement the following shall be the rates:

Fall 2018-June 30, 2022: \$188.00 inclusive of vacation pay

(b) **Extended Substitution**

Commencement of the sixth (6th) consecutive day of substituting as a substitute for one teacher shall constitute an extended substitute teaching assignment and the following shall apply:

- (i) Upon commencement of the sixth (6th) consecutive day of substitution for one teacher that substitute shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 3, retroactively to the first day of such service.
- (ii) In-service days, administration days or days when the Institute closes during the regular school year shall not be deemed to interrupt the consecutive service of a substitute teacher for purposes of determining status as an extended substitute.
- (iii) Extended substitution shall not be deemed to be interrupted when replacing a part-time teacher who is scheduled to work on non-consecutive days. When the extended substitution is for a part-time teacher, the provision of Article 8 shall apply.
- (iv) A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching 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. The use of sick leave day shall not constitute an interruption of the extended substitute teaching assignment.

(c) The Institute shall reimburse each substitute teacher the same allowance normally received by the teacher being replaced for travel between an assignment involving two or more schools or work sites within the Institute's jurisdiction.

(d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.

(e) A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute's original assignment, and when such alternative assignment is not available shall be paid a half (1/2) day's pay at the

ARTICLE 27 – SUBSTITUTE TEACHERS (cont'd)

applicable rate in lieu.

- (f) Manitoba Teachers' Society fees and Manitoba Institute of Trades and Technology Teachers' Association fees shall be deducted from a substitute teachers' pay.

The Association shall indemnify and save harmless the Institute from any and all losses, costs, liabilities or expenses suffered or sustained by the Institute as a result of any claim or legal action arising from the deduction of The Manitoba Teachers' Society 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.

- (g) The only matters that may be grieved under the Settlement of Differences Article 24 by a substitute teacher of the Association on behalf of the substitute teacher are the provisions of Article 27, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this Collective Agreement.
- (h) In addition to Article 27, the following articles of the Collective Agreement shall apply to substitutes:

Article 1	Purpose and Definitions
Article 2.1	Effective Period
Article 4	Salary Schedule
Article 7	Work Year
Article 8	Part-Time Teachers
Article 9	Payment of Salaries
Article 22	Complaints
Article 23	Written Warnings and Suspensions
Article 10	On-The-Job Injury

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba, this _____ day of _____, 2021

Signed and agreed on behalf of the Institute

Chairperson

President

Signed and agreed on behalf of the Association



President



Vice-President



Secretary-Treasurer

APPENDIX 1: LETTER OF UNDERSTANDING RE: PERSONAL LEAVE APPLICATIONS

LETTER OF UNDERSTANDING

BETWEEN

THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY

AND

THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY TEACHERS' ASSOCIATION

Re: Personal Leave Applications

The Parties herewith agree that the Institute will not require teachers to provide reasons for their request for personal leave under the Personal Leave Article of this Collective Agreement

Dated this _____ day of _____, 2021


Manitoba Institute of Trades and Technology Teachers'
Association of The Manitoba Teachers'
Society

Manitoba Institute of Trades and Technology



President

Chair of the Board



Vice-President

President



Secretary-Treasurer

APPENDIX 2: LETTER OF UNDERSTANDING RE: ADULT LEARNING CENTRE INSTRUCTORS

In recognition of the unique circumstances in the employee/employer relationship between the Manitoba Institute of Trades and Technology and Adult Learning Centre instructors the parties herewith agree to the following special terms and conditions of employment that shall apply to these instructors.

1. Adult Learning Centre Instructors shall be afforded the same seniority and layoff provisions as provided in the Collective Agreement for permanent teachers except that the provisions shall only apply within the Adult Learning Centre that the Instructor is assigned.
2. For the purpose of this Letter of Understanding each Adult Learning Centre shall be treated as a separate employment unit for the applicability of seniority and layoff.

Dated this _____ day of _____, 2021


Manitoba Institute of Trades and Technology Teachers'
Association of The Manitoba Teachers'
Society

Manitoba Institute of Trades and Technology



President

Chair of the Board



Vice-President

President



Secretary-Treasurer

MEMORANDUM OF AGREEMENT

BETWEEN

The Manitoba Institute of Trades and Technology
(hereinafter referred to as the "Institute")

- AND -

The Manitoba Institute of Trades and Technology Teachers' Association
of The Manitoba Teachers' Society
(hereinafter referred to as the "Association")

The parties hereby agree to implement a Work Experience Program for teachers employed by the Institute pursuant to the following provisions:

1. The purpose of the Program is to allow the Institute, at its sole discretion, to provide an opportunity for teachers to take work experience leaves to upgrade their skills, and/or knowledge as it relates to their particular program.
2. If that teacher is paid less than he or she would earn at the Institute during this leave, the Institute will pay the difference in salary of the teacher. Conversely, if the teacher earns more on leave than he or she would have earned at the Institute, then that teacher will return to the Institute such overages. With the exception of being laid off, a teacher who fails to return to employment with the Institute after termination of such a leave or resigns before the completion of one full school year then the Institute will be entitled to recover any and all salary adjustments provided to that teacher.
3. Arrangements for leave may be initiated by the Institute or an individual teacher.
4. Refusal of the Institute to grant such leave would not be subject to the grievance/arbitration procedure.
5. There will be a separate binding agreement between the Institute and the teacher taking such leave detailing the terms and conditions of the leave. The teacher shall return to the teaching position held prior to beginning the Work Experience Program unless:
 - (a) the position no longer exists
 - (b) by mutual agreement between the teacher and the Institute.
6. Enrollment shall be voluntary and if a teacher declines leave then such response shall not be reflected in their evaluation.
7. Benefits such as group life, pension and long term disability will be allowed to the teacher as "education leave", provided that the terms and conditions of those plans permit such participation. Seniority will continue to accrue to a teacher on a Work Experience Program as provided in Article 21.09(d) Layoff.
8. Work experience acquired while participating in this leave program shall not be considered training for the purpose of Article 4.02(d).

Dated at Winnipeg, Manitoba, this _____ day of _____, 2021

Signed and agreed on behalf
of the Institute


Chairperson

President

Signed and agreed on behalf
of the Association



President



Vice-President



Secretary-Treasurer

APPENDIX 4: LETTER OF UNDERSTANDING RE: ADULT LEARNING CENTRE EDUCATION DIRECTOR'S ALLOWANCE

The parties herewith agree that Learning Centre Education Directors shall be paid an annual allowance based on the following scale:

	Effective First Day of Fall Term 2018	Effective First Day of Fall Term 2019	Effective First Day of Fall Term 2020	Effective First Day of Fall Term 2021
Less than 5.0 FTE instructors:	5528	5605	5633	COLA*
5.0 FTE instructors and greater:	6685	6779	6813	COLA*

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

This allowance shall apply to one Education Director per Adult Learning Centre where one is appointed. This allowance does not apply to site coordinators. The parties also agree that the allowance is contingent upon specific funding for such allowance under Adult Learning Centre funding and will not be funded out of the Manitoba Institute of Trades and Technology revenues.

Dated at Winnipeg, Manitoba, this _____ day of _____, 2021

Signed and agreed on behalf
Of the Institute

Signed and agreed on behalf
of the Association

Chairperson
President



President

Vice-President



Secretary-Treasurer

APPENDIX 5: LETTER OF UNDERSTANDING RE: PREPARATION TIME

LETTER OF UNDERSTANDING

BETWEEN

THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY

AND

THE MANITOBA INSTITUTE OF TRADES AND TECHNOLOGY TEACHERS' ASSOCIATION

Re: Preparation Time

The Parties herewith agree that beginning in the 2016-2017 school year, the Institute will assign preparation time in blocks of not less than 30 minutes.

Dated this _____ day of _____, 2021

Manitoba Institute of Trades and Technology Teachers'
Association of The Manitoba Teachers'
Society

Manitoba Institute of Trades and Technology



President

Chair of the Board



Vice-President

President



Secretary-Treasurer

LETTER OF AGREEMENT
Manitoba Public School Employees Extended Health Plan

Between

The Manitoba Institute of Trades and Technology

and

The Manitoba Institute of Trades and Technology Teachers' Association

of the

Manitoba Teachers' Society

RE: September 2018, September 2019, and September 2020 Salary grids net of Extended Health

The Division administers the Manitoba Public School Employees Extended Health Plan as per the Collateral Agreement dated _____ for the members of the _____ Teachers' Association. Teachers who are participants in the Extended Health Plan shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

STEP	Premium: \$1488	Premium: \$1512	Premium: \$1572
	EFFECTIVE SEPTEMBER 2018	EFFECTIVE SEPTEMBER 2019	EFFECTIVE SEPTEMBER 2020
	\$	\$	\$
0	55,772	56,549	56,780
	\$	\$	\$
1	58,738	59,558	59,803
	\$	\$	\$
2	61,865	62,728	62,989
	\$	\$	\$
3	65,150	66,059	66,337
	\$	\$	\$
4	68,608	69,565	69,861
	\$	\$	\$
5	72,252	73,261	73,574
	\$	\$	\$
6	76,083	77,145	77,478
	\$	\$	\$
7	80,118	81,237	81,590
	\$	\$	\$
8	84,362	85,540	85,915
	\$	\$	\$
9	88,924	90,166	90,564
	\$	\$	\$
10	93,630	94,938	95,360
	\$	\$	\$
11	98,576	99,953	100,400
	\$	\$	\$
12	103,787	105,237	105,710

Dated at _____, Manitoba this _____ day of _____, 2021

Signed on behalf of the Manitoba Institute of Trades and Technology:

Chairperson

Secretary – Treasurer

Signed on behalf of the Manitoba Institute of Trades and Technology Teachers' Association:



President



Secretary

APPENDIX 7: COLLATERAL AGREEMENT

THIS COLLATERAL AGREEMENT made this _____ day of _____, 2021

BETWEEN:

THE MANITOBA INSITUTE OF TRADES AND TECHNOLOGY
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

THE MANITOBA INSITUTE OF TRADES AND TECHNOLOG TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY
(hereinafter referred to as the "*Association*")

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated _____, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits 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:
 - a) Subject to paragraph (b) which follows, for September 2018 the Division shall pay monthly \$ 124.00 on behalf of each Employee in respect of the Extended Health plan, said \$124.00 being the monthly rate for family coverage under the 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 \$ 126.00 on behalf of each Employee in respect of the Extended Health plan, said \$126.00 being the monthly rate for family coverage under the 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 \$ 131.00 on behalf of each Employee in respect of the Extended Health plan, said \$131.00 being the monthly rate for family coverage under the plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

- b) 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.
 - c) 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:

**Manitoba Institute of Trades and Technology (Division)
130 Henlow Bay
Winnipeg MB R3Y 1G4**

To the Association:

**Manitoba Institute of Trades and Technology Teachers' Association
c/o 130 Henlow Bay
Winnipeg, MB R3Y 1G4**

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.

**THE MANITOBA INSTITUTE OF TRADES
AND TECHNOLOGY**

Chairperson

Secretary - Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.



President



Secretary

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.

**THE MANITOBA INSTITUTE OF TRADES AND
TECHNOLOGY TEACHERS' ASSOCIATION**



President



Vice-President



Secretary-Treasurer

BETWEEN:

THE MANITOBA INSITUTE OF TRADES AND TECHNOLOGY
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE MANITOBA INSITUTE OF TRADES AND TECHNOLOG TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY**
(hereinafter referred to as the "*Association*")

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated _____, 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, 2020/21 school years which follow:

STEP	EFFECTIVE SEPTEMBER 1, 2018 (1.6%)	EFFECTIVE SEPTEMBER 1, 2019 (1.4%)	EFFECTIVE SEPTEMBER 1, 2020 (0.5%)
	\$	\$	\$
0	57,260	58,061	58,352
	\$	\$	\$
1	60,226	61,070	61,375
	\$	\$	\$
2	63,353	64,240	64,561
	\$	\$	\$
3	66,638	67,571	67,909
	\$	\$	\$
4	70,096	71,077	71,433
	\$	\$	\$
5	73,740	74,773	75,146
	\$	\$	\$
6	77,571	78,657	79,050
	\$	\$	\$
7	81,606	82,749	83,162
	\$	\$	\$
8	85,850	87,052	87,487
	\$	\$	\$
9	90,412	91,678	92,136
	\$	\$	\$
10	95,118	96,450	96,932
	\$	\$	\$
11	100,064	101,465	101,972
	\$	\$	\$
12	105,275	106,749	107,282

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 _____, 2021.

CONCURRING SIGNATORIES

Dated at _____, Manitoba this _____ day of _____, 2021.

Signed and agreed on behalf of the Division:

Chairperson

Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Secretary