

July 1, 2018 – June 30, 2022

COLLECTIVE AGREEMENT

BETWEEN

THE EVERGREEN SCHOOL DIVISION

AND

**THE EVERGREEN TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY**

DEFINITION

Whenever used in this Collective Agreement "Manitoba Education" or "Department of Education" shall mean the appropriate department within Manitoba Education.

ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties to this Agreement to promote and improve the working conditions between the Evergreen School Division, hereinafter referred to as "the Division" and the Evergreen Teachers' Association of the Manitoba Teachers' Society, hereinafter referred to as "the Association", and to establish a salary schedule and other conditions of engagement resulting from the operation of this Agreement, and to provide a basis for both parties to improve the professional and academic services rendered to the taxpayers and the school children of the Division.

ARTICLE 2 - EFFECTIVE PERIOD

This Agreement shall come into force and take effect on the first day of July 2018 and shall remain in full force and effect for a period of four years from that date and 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 during the month of April of the year in which the Agreement terminates.

ARTICLE 3 - EDUCATIONAL QUALIFICATIONS

All teachers employed by the Division shall be classified for salary purposes in this Agreement according to the classification set forth by Manitoba Education.

ARTICLE 4.01 A - BASIC SALARY SCHEDULE

EFFECTIVE SEPTEMBER 1, 2018

<u>Years of Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	37,879	42,116	47,570	57,126	61,098	64,473	68,070
1	39,638	44,196	49,827	60,359	64,493	67,976	71,663
2	41,388	46,277	52,072	63,590	67,882	71,491	75,257
3	43,147	48,354	54,336	66,824	71,274	75,000	78,849
4	44,905	50,436	56,587	70,050	74,668	78,512	82,436
5	46,659	52,518	58,841	73,284	78,057	82,017	86,030
6	48,416	54,592	61,100	76,512	81,454	85,525	89,621
7	50,173	56,675	63,347	79,748	84,849	89,034	93,217
8		58,762	65,606	82,977	88,247	92,548	96,805
9			67,859	86,210	91,635	96,052	100,396
10				89,461	95,036	99,580	104,002

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ARTICLE 4.01 A - BASIC SALARY SCHEDULE, (continued)**EFFECTIVE SEPTEMBER 1, 2019**

<u>Years of Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	38,409	42,706	48,236	57,926	61,953	65,376	69,023
1	40,193	44,815	50,525	61,204	65,396	68,928	72,666
2	41,967	46,925	52,801	64,480	68,832	72,492	76,311
3	43,751	49,031	55,097	67,760	72,272	76,050	79,953
4	45,534	51,142	57,379	71,031	75,713	79,611	83,590
5	47,312	53,253	59,665	74,310	79,150	83,165	87,234
6	49,094	55,356	61,955	77,583	82,594	86,722	90,876
7	50,875	57,468	64,234	80,864	86,037	90,280	94,522
8		59,585	66,524	84,139	89,482	93,844	98,160
9			68,809	87,417	92,918	97,397	101,802
10				90,713	96,367	100,974	105,458

EFFECTIVE SEPTEMBER 1, 2020

<u>Years of Experience</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	38,601	42,919	48,477	58,215	62,263	65,703	69,368
1	40,394	45,039	50,777	61,510	65,723	69,273	73,029
2	42,177	47,159	53,065	64,803	69,177	72,854	76,692
3	43,970	49,277	55,372	68,099	72,634	76,430	80,352
4	45,762	51,398	57,666	71,386	76,092	80,010	84,008
5	47,549	53,520	59,963	74,682	79,546	83,581	87,670
6	49,340	55,633	62,265	77,971	83,007	87,156	91,330
7	51,130	57,755	64,555	81,269	86,467	90,732	94,995
8		59,883	66,857	84,559	89,930	94,313	98,652
9			69,153	87,854	93,383	97,883	102,311
10				91,167	96,848	101,479	105,985

September 2021 – Salary schedule to be adjusted by a cost-of-living adjustment (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. COLA was also applied to Articles 5.01, 5.03, 5.05, and 5.06

ARTICLE 4.02 - PERMIT TEACHERS

Permit Teachers engaged by the Division shall be placed on the Basic Scale one class below the class where such teachers would be placed if they had teacher training.

ARTICLE 4.03 - SUBSTITUTE TEACHERS

- A) Effective the date of ratification, Substitute Teachers shall receive a daily salary rate of \$165.43 in Class 4 or higher, \$148.75 if in Class 1, 2 or 3; and \$99.77 if not in Class 1 to 7. In no case shall the salary be less than \$99.77.

Effective September 2021, Substitute Teachers shall receive a daily salary rate of \$170.89 in Class 4 or higher; \$153.66 if in Class 1, 2 or 3; and \$103.06 if not in Class 1 to 7. In no case shall the salary be less than \$103.06.

The Salary Rates referred to above include Vacation Pay.

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- B) After having taught for seven (7) consecutive days for the same assignment, Substitute Teachers shall be placed on the Basic Teachers' Salary Schedule according to their qualifications and experience, and, retroactive to the first day, shall receive salary accordingly. However, in no case shall a substitute teacher be paid at a rate greater than a Class V maximum.

Substitute Teachers will be paid for all days taught to the end of the month, and payment will be made within five working days after the end of the month.

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ARTICLE 4.03 - SUBSTITUTE TEACHERS (cont'd)

- C) A Substitute Teacher filling a position for the same teacher for a period of at least seven (7) consecutive scheduled working days shall be termed extended substitute teaching.
- D) The consecutive nature of a substitute's assignment shall not be interrupted by the normal breaks in the school cycle or illness. However, these breaks shall not be considered as teaching time for purposes of the calculation of salary.
- E) Manitoba Teachers' Society fees and Evergreen Teachers' Association fees shall be deducted from a substitute teacher's pay monthly based upon advice by Manitoba Teachers' Society and Evergreen Teachers' Association.
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.
- F) 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.
The use of a sick leave day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment.
Assignment shall mean consecutive teaching days in one (1) position.
- G) The following articles of the Collective Agreement apply to substitute teachers:
Article 1 Purpose
Article 2 Effective Period
Article 3 Educational Qualifications (for the purposes of Article 4.03b)
Article 4.01 Basic Salary Schedule (for the purposes of Article 4.03b)
Article 4.03 Substitute Teachers
Article 4.06 Credit for Past Experience (limited to the provisions of Article 4.03b)
Article 5.04 Transportation Allowances
Article 15 Provision for Settlement of Differences (only for clauses which apply to substitute teachers)
Article 16 Meal Period
Article 17 Freedom From Violence
Article 19 Signature
- H) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 4.03, Substitute Teachers.
- I) The only matters which may be grieved under Article 15 (Provision for Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.
- J) A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.
A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21) day, be signed to a Limited Term Teacher contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.
- K) 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.
- L) A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternate assignment at least equal to that assignment which the substitute was originally called in for.
- M) Where the substitute's assignment is for less than full-time, pay shall be prorated based on full-time equivalent, however, shall not be less than one-half time.

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ARTICLE 4.04 - PART-TIME TEACHERS

- a) Part-time teachers shall be paid a salary based on qualifications and experience in accordance with Article 4.01. Such salary shall be pro-rated on a basis proportional to the amount of time worked.
- b) Whenever a part-time teacher's accumulated service reaches the equivalent of one (1) full year or more, he/she shall receive an annual increment on January 1 or September 1 following.
- c) Part-time teachers will be eligible to participate in all applicable employee benefit plans.
- d) Part-time teachers, who are required to attend administration days, parent-teacher conferences, pupil evaluation days and professional development days, which are scheduled during a regular school day and are in addition to the time normally scheduled for work, shall be compensated on a pro-rated basis for the additional time.

ARTICLE 4.05 - ANNUAL INCREMENTS

The anniversary date for annual increments for all teachers shall be as follows:

- a) For teachers coming on staff between July 1st and December 31st in any year, shall receive their first annual increment on September 1st next following.
- b) For teachers coming on staff between January 1st and June 30th in any year, shall receive their first annual increment on January 1st next following.

ARTICLE 4.06 - CREDIT FOR PAST EXPERIENCE

- a) The minimum salaries of the Basic Salary Scale, as outlined in Article 4.01 of this Agreement, are for teachers with less than one year of teaching experience prior to being engaged by the Division.
- b) Payment for past experience shall be in the form of one increment, for each year of certified teaching experience recognized by Manitoba Education as provided for in Article 4.01 of this Agreement to the maximum in each classification.

ARTICLE 4.07 - PAYMENT OF SALARIES

- a) Salaries shall be paid in twenty-four (24) payments on or before the 15th day of each month and on the last day of the month.
- b) Teachers hired to commence after the first teaching day of the fall term shall have their salary calculated as follows:
Number of days of actual teaching service/total number of teaching days in the school year multiplied by the annual salary.
Paid in equal semi-monthly payments over the remaining semi-monthly pay periods to the following August 31st.
- c) Adjustments in salary earned after September 1st shall be calculated as provided in b) above and pro-rated over the remaining payments to the following August 31st.
- d) Teachers terminating employment in June shall be paid in full all salaries accrued at June 30th.

ARTICLE 4.08 - INTEREST ON RETROACTIVE PAY

The Division shall pay to members of the Association interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between January 1st and the date on which any payment is subsequently paid and, in addition, will be paid only on such amounts as would have been outstanding from time to time until such time as payment is finally made. The interest shall be paid on the net pay due each teacher and not on the gross pay. Such interest shall be computed at the average rate at which the Division borrows funds during the 12 month period preceding the calculation date or 8.5%, whichever is lesser.

NOTE: Interest on Retroactive Pay is waived for the 2018 to 2022 collective agreement.

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ARTICLE 5.01 - PRINCIPALS' ALLOWANCES***Effective September 2018, a Principals' Allowance shall be as follows:***

Base amount of \$8488.68 plus \$404.37 per approved F.T.E. teachers on September 30th exclusive of the Principal.

Effective September 2019, a Principals' Allowance shall be as follows:

Base amount of \$8607.52 plus \$410.03 per approved F.T.E. teachers on September 30th exclusive of the Principal.

Effective September 2020, a Principals' Allowance shall be as follows:

Base amount of \$8,650.56 plus \$412.08 per approved F.T.E. teachers on September 30th exclusive of the Principal.

Effective September 2021, a Principals' Allowance shall be as follows:

Base amount of \$8,936.03 plus \$425.68 per approved F.T.E. teachers on September 30th exclusive of the Principal.

ARTICLE 5.02 - VICE-PRINCIPALS' ALLOWANCES AND ASSISTANT PRINCIPALS' ALLOWANCES

- a) Assistant Principals and Vice-Principals may be appointed by the Division.
- b) A Vice-Principal shall receive an Allowance of one-half (1/2) of the Principal's Allowance in his/her school.
- c) An Assistant Principal shall receive an Allowance of one-quarter (1/4) of the Principal's Allowance in his/her school.

ARTICLE 5.03 - ALLOWANCE FOR ACTING PRINCIPAL

Effective September 1, 2018 where a teacher is appointed to act as an Acting Principal in the absence of the Principal, or when the Principal and Vice-Principal or Assistant Principal are both absent at the same time, and a teacher is so appointed, an Allowance shall be paid to that teacher of \$3.38 per teacher per day (not including the Principal or Vice-Principal/Assistant Principal) to a maximum of \$40.78 per day. Payments are to be made June 30th and December 31st in each year.

Effective September 1, 2019 where a teacher is appointed to act as an Acting Principal in the absence of the Principal, or when the Principal and Vice-Principal or Assistant Principal are both absent at the same time, and a teacher is so appointed, an Allowance shall be paid to that teacher of \$3.43 per teacher per day (not including the Principal or Vice-Principal/Assistant Principal) to a maximum of \$41.35 per day. Payments are to be made June 30th and December 31st in each year.

Effective September 1, 2020 where a teacher is appointed to act as an Acting Principal in the absence of the Principal, or when the Principal and Vice-Principal or Assistant Principal are both absent at the same time, and a teacher is so appointed, an Allowance shall be paid to that teacher of \$3.45 per teacher per day (not including the Principal or Vice-Principal/Assistant Principal) to a maximum of \$41.56 per day. Payments are to be made June 30th and December 31st in each year.

Effective September 1, 2021 where a teacher is appointed to act as an Acting Principal in the absence of the Principal, or when the Principal and Vice-Principal or Assistant Principal are both absent at the same time, and a teacher is so appointed, an Allowance shall be paid to that teacher of \$3.56 per teacher per day (not including the Principal or Vice-Principal/Assistant Principal) to a maximum of \$42.93 per day. Payments are to be made June 30th and December 31st in each year.

ARTICLE 5.04 - TRANSPORTATION ALLOWANCES

Teachers who, when authorized by the Division, use their car for Division purposes, shall be reimbursed mileage expenses in accordance with the Division rate.

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ARTICLE 5.05 - ALLOWANCE FOR EDUCATIONAL COORDINATORS

Educational Coordinators may be appointed by the Division. Educational Coordinators shall be paid an Allowance, in addition to their salary according to the Basic Salary Schedule. Part-time Coordinators shall be paid this Allowance pro-rated to the proportion of time allocated to the position.

Effective September 1, 2018, the rate of the Educational Coordinators Allowance shall be \$9388.86.
 Effective September 1, 2019, the rate of the Educational Coordinators Allowance shall be \$9520.30.
 Effective September 1, 2020, the rate of the Educational Coordinators Allowance shall be \$9,567.90.
 Effective September 1, 2021, the rate of the Educational Coordinators Allowance shall be \$9883.64.

ARTICLE 5.06 - ALLOWANCE FOR CONSULTANTS

Consultants may be appointed by the Division. Consultants shall be paid an Allowance, in addition to their salary according to the Basic Salary Schedule. Part-time Consultants shall be paid this Allowance pro-rated to the proportion of time allocated to the position.

Effective September 1, 2018, the rate of the Educational Consultants Allowance shall be \$4562.86.
 Effective September 1, 2019, the rate of the Educational Consultants Allowance shall be \$4626.74.
 Effective September 1, 2020, the rate of the Educational Consultants Allowance shall be \$4,649.87.
 Effective September 1, 2021, the rate of the Educational Consultants Allowance shall be \$4,803.32.

ARTICLE 6.01 - SABBATICAL LEAVE

- A) The Board may, upon request, grant sabbatical leave to teachers who have been on staff at least 3 years.
- B) Sabbatical leave may, upon request, be granted to one teacher per year.
- C) All applications must be submitted not later than February 1st of the year in which consideration is asked.
- D) Remuneration, while on sabbatical leave, shall be 50% of the Teacher's Salary, and an additional amount may be negotiated with the candidate.
- E) Applications will be reviewed by a committee consisting of one trustee representing the Division, the Division Association President representing the Association and the Superintendent, who will make recommendations to the Board with respect to the approval of the selected applicant. The Board's decision concerning the applicant shall be final. Sabbatical leave shall not constitute a break in tenure.
- F) Payment of the award shall be in twenty-four (24) payments. Payment of the award will 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 - 2/3 repayment; and
 - 3. If returning for two years - 1/3 repayment.
- G) 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.

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ARTICLE 6.02 - BEREAVEMENT LEAVE

- (i) Each teacher in the Division shall be granted bereavement leave, without loss of salary, up to five days in any year, provided the Division is notified prior to the leave, in the case of death of any member of the immediate family. Immediate family includes: father, mother, son, brother, daughter, sister, spouse, fiancé. Such leave may be granted in other cases at the discretion of the Division. Leave with or without salary beyond five days for bereavement reasons not covered above may be granted at the discretion of the Division.
- (ii) Each teacher shall be allowed bereavement leave without loss of salary up to, but not exceeding three (3) consecutive days in the event of the death of the teacher's father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparents and grandchildren.
- (iii) Each teacher shall be allowed bereavement leave without loss of salary up to, but not exceeding two (2) consecutive days in the event of the death of the teacher's brother-in-law or sister-in-law.
- (iv) In cases of death of a relative other than immediate family as defined in (i), (ii) and (iii), a teacher shall be granted a one-day leave of absence without loss of salary
- (v) In cases of death of a close friend, a teacher shall be granted a one day leave of absence at the applicable substitute deduction from salary.

ARTICLE 6.03 - EXAMINATION LEAVE

Teachers in the Division shall be entitled to leave, without loss of salary for the writing of a university examination, provided the Division is notified prior to the leave and that the examination is for a course leading to a higher classification on the Basic Scale of this Agreement. Such leave will be one day for examination(s) written during the hours of any one school day. If the examination is written during the evening outside the Division, the teacher shall be entitled to leave commencing at noon of the day on which the examination is to be written.

ARTICLE 6.04 - LEAVE FOR M.T.S. PURPOSES

- A. A teacher who is a member of the Manitoba Teachers' Society Executive or any of the Society's other authorized committee(s), or who acts as a representative or delegate, shall be allowed leave, without loss of salary, provided a leave of absence to a maximum of five teaching days in any school year, provided that the Division be notified prior to the leave and that the Division be reimbursed for the cost of providing a substitute teacher. No more than a total of thirty-five (35) days of such leave shall be taken during any school year by members of the Association without prior approval of the Board. This leave is conditional provided that a substitute satisfactory to the Division can be secured.
- B. Association President's Leave:
 - i) The Evergreen Teachers' Association shall have the option to use up to 40% of the school year for President Release Time.
 - ii) The Association agrees to reimburse the Division for the president's salary and benefits required for the leave taken by the president of the Association.
 - iii) The Evergreen Teachers' Association will notify the Division as soon as possible but not later than April 30th if they intend to exercise the leave of absence for the president in the following school year. An acceptable arrangement for the leave shall be developed with the Principal and the Superintendent.
 - iv) This leave cannot be combined with leave available for the Association President under 6.04 (a).
 - v) Regardless if the Association President accesses the leave as outlined in i) above, they shall be able access up to fifteen (15) days leave per school year for President Release Time.

ARTICLE 6.05 - JURY DUTY AND WITNESS DUTY

A teacher required to be absent from duties due to attendance at a court of law for the purpose of acting as a juror, or when subpoenaed as a crown witness or a witness in any case related to the teacher's teaching duties, shall do so without loss of pay. In a situation related to a teacher's teaching duties, travel to and from court shall be deemed to be traveling for Division purposes. Any monies received by the teacher as a result of the aforementioned shall be paid directly to the Board upon receipt. Any teacher required to be absent for these purposes shall submit details at the earliest possible date.

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ARTICLE 6.06 - LEAVE FOR OTHER PURPOSES

In cases of absence from teaching duties, other than for illness or other reasons heretofore stated in this Agreement, prior permission of the Board shall be obtained. Any teacher thus absent from duty shall have 1/n, (where n = the number of days in the current school year as determined by the Minister responsible for Education) of his/her annual salary deducted.

ARTICLE 6.07 - SICK LEAVE

- A) Where a teacher is sick, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her leave; but, subject to sub-section (b), the 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 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; and
 - 100 teaching days in the fifth year; and
 - 120 teaching days in the sixth year; and
 - 130 teaching days in the seventh year
- C) There shall be no accumulation of sick leave credited for periods of "Leave of Absence" and/or "Sabbatical Leave".
- D) The teachers' share (currently 5/12) of the Canada Employment Insurance Commission reductions realized from the extension of sick leave to 100 days, shall be forwarded to the Secretary-Treasurer of the Evergreen Teachers' Association on or before December 31st of each year.

ARTICLE 6.08 - MATERNITY LEAVE

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave and parental leave in accordance with this article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- 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. 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 subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- F. Effective July 1, 2015 the Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:
- (a) 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;
 - (b) 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;
 - (c) 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.

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ARTICLE 6.08 - MATERNITY LEAVE (cont'd)

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

- (a) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;
- (b) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- (c) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

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

G. 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.

ARTICLE 6.09 - PATERNITY LEAVE

Each teacher shall be allowed one (1) day of leave without loss of pay upon the birth of each child and one (1) day of leave without loss of pay upon the adoption of each child.

ARTICLE 6.10 - LEAVE OF ABSENCE WITHOUT PAY

Teachers in the Division may be eligible for a one-year Leave of Absence without pay. Applications are to be received by the Division no later than March 31st. Such leave shall not constitute loss of seniority or loss of accumulated sick leave; but it shall not count in calculating experience for increment purposes.

ARTICLE 6.11 - PERSONAL LEAVE

All teachers shall have the right to two days Leave of Absence for personal reasons without loss of pay. One day leave of absence may be carried over to the next school year for an overall maximum accumulation of three days. This leave shall not be used on scheduled professional development, administration days, student conference days, designated pupil evaluation days unless the Superintendent has expressly given consent.

ARTICLE 6.12 - FAMILY MEDICAL LEAVE

Effective September 2015, each teacher shall be entitled to use up to five (5) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that teacher's spouse, fiancé, common-law partner, parents, brother, sister or children.

ARTICLE 7.01 - CHANGES IN SALARY

Where there are changes in salary due to a change in class, the onus is on the teacher to give notice to the Division as soon as possible after such credit has been obtained. When such notice of change is given during the period of September to June inclusive, the resulting change in salary shall become effective as of the first of the month in which the Division was in receipt of such notice, and the calculation for such changes in salary shall be based on the number of months from the first of the month in which notice was submitted to the Division to the end of June in the same school year.

When such notice of change is given in either July or August, the resulting change shall become effective on September 1st following. A transcript of marks must accompany the above mentioned notice before any changes in salary are implemented. Such transcript of marks must be followed by a "proof of qualifications" from the Teachers Certification and Records Branch before such changes become final.

ARTICLE 7.02 - DEDUCTION OF FEES - LOCAL

The annual fees of the Evergreen Teachers' Association shall be deducted from each teacher. Such fees will be deducted from the October cheques and forwarded to the Secretary-Treasurer of the Association within thirty (30) days. The Evergreen Teachers' Association shall provide notification in writing to the Secretary-Treasurer of the Division prior to September 30th, in each year, as to the amount to be deducted from each qualifying teacher.

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 fee provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

ARTICLE 7.03 - DEDUCTION OF FEES - PROVINCIAL

The M.T.S. membership fees shall be deducted from every teacher according to the advice of M.T.S.

These deductions will be made in twelve equal monthly installments, starting with the September cheque, according to the scale of fees established by the M.T.S. Deductions shall be forwarded to the M.T.S. not later than the last day of each month following. The onus is on the teacher to make the necessary arrangements with the M.T.S. for rebates of deductions.

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 fee provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

ARTICLE 8.01 - GROUP INSURANCE

The M.S.B.A./M.T.S. Group Life Insurance plan shall be administered by the Division, with premiums in accordance with the plan provisions. The teacher's share of premiums shall be deducted 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 premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.

ARTICLE 8.02 - LONG TERM DISABILITY INSURANCE

- a) The Division shall deduct from employees' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) Any employee shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any employee entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the employees;
 - ii) enrolling newly hired employees in the Plan
 - iii) maintaining records of the employees who are and are not insured, including maintaining files of application cards, label applications, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminated on leaving the Division; completing a premium statement to accompany premium remittances;
 - v) distributing plan information to employees from time to time;
 - vi) completing the Disability Notification Form and submitting it to the Plan after an employee has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claims for benefits;
 - vii) reporting to the Plan salary changes for teachers in receipt of benefits.

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ARTICLE 8.02 - LONG TERM DISABILITY INSURANCE (cont'd)

- e) Save and except for the deduction and remittance of premiums, and the express responsibilities set out in d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- f) 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 premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

ARTICLE 8.03 - DENTAL/EXTENDED HEALTH INSURANCE

- A) Effective July 1, 2014, the Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Plan(s), (MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the *(collateral agreement)*.
- B) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
- C) The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.
- D) The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
 - a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
 - b) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and Extended Health Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
 - c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group Dental and/or Extended Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 9 - PREPARATION TIME

Effective Fall Term 2015: Over the course of the school year, the Division will provide, the equivalent of, a minimum of thirty 30 minutes per day of unassigned preparation time per full time teacher. Preparation time shall be scheduled in blocks of not less than thirty (30) minutes.

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

It is expected and shall be the responsibility of each teacher to utilize the preparation time provided to them in a productive, efficient manner towards fulfilling the educational needs of his/her students. Teachers shall remain in their assigned school during their preparation time.

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ARTICLE 10 - TRANSFER

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

The Division shall pay for all reasonable expenses incurred, up to a maximum of one thousand (\$1,000.00) dollars in the transfer of the household and personal effects of the teacher who, on the initiation of the Division, is transferred by the Division, to a different school within the Division. These expenses will be forwarded to the Division within 2 months of the incurred cost. If a teacher is going to claim these expenses they must incur the costs within 12 months of the transfer.

Wherever possible, the Division shall give notice to any teacher to be affected by transfer, the greatest possible advance notice, and, in any event, shall accord the teacher opportunity to consultation, both with respect to the fact of the transfer and the details of its accomplishment.

The right to transfer or assignment shall always be exercised fairly and reasonably, having due regard for the educational needs of the Division, and the interests of the teacher involved.

ARTICLE 11 - LAY-OFF

- A. When it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbatical and leaves of absence do not effect the necessary reduction in staff, the Board shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those tenured teachers having the least seniority identified in sufficient numbers to enable the Board to lay-off the required number of teachers. The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Board any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the last seniority list.
- B. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- C. **Definitions:**
- a) **Training:** Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - b) **Academic Qualifications:** Refers to the classification in which the teacher is placed by the Professional Certification and Student Records Branch of Manitoba Education and Training.
 - c) **Experience:** The practical application of the training over a period of time with respect to the particular subject or subjects.
 - d) **Length of Teaching Service:**
 - (1) Seniority for the purposes of this Agreement is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 Contract/Teacher – General Contract.
 - (2) Where the teachers have the same length of continuous full-time equivalent teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.
 - (3) Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
 - (4) Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
 - (5) If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.

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ARTICLE 11 - LAY-OFF (cont'd)

- D. In the event of a lay-off, three (3) Division representatives shall meet with three (3) Executive representatives of the Association to discuss the implications of the lay-off, and shall provide the Association with a list of teachers to be laid off.
- E. Notice of lay-off and a copy of this Article shall be given to the teacher by registered mail no later than the first day of May of any school year.
- F. If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid off shall be offered positions first when positions become vacant and provided such teachers have the necessary training, academic qualifications and experience for the positions available. Length of teaching service with the Board will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications and experience.
- G. It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher, and a teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this Agreement, within fifteen (15) teaching days of the registered letter being sent, his/her intent to return to work, and shall be required to return to work on the date set out in the notice, which date shall not be less than one month following such notification, unless by written mutual agreement. Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that Teacher's placement on the re-employment list, and he/she shall lose seniority.
- H. A teacher will retain and accrue seniority if absent from work because of:
- (a) A leave of absence for up to one (1) year.
- I. A teacher shall retain but not accrue seniority if the teacher is:
- (a) On leave of absence in excess of one (1) year;
 - (b) Laid off for a period of time less than that set out in Article J(d) hereof.
- J. Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- (a) The teacher resigns;
 - (b) The teacher is employed by another school board on a regular basis and on a Form 2 contract/Teacher-General Contract;
 - (c) The teacher fails to return to work after the termination of any leave granted by the Board;
 - (d) The teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
 - (e) The teacher's contract is terminated for cause;
 - (f) Any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and experience to perform the work in the position offered shall forfeit all right of seniority and re-employment.
- A teacher who has lost seniority as a result of the application of this Article shall be notified as soon as possible that his/her teaching contract has been terminated.
- K. If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.
- L. If a teacher is recalled as provided in G above, the following shall not be affected:
- (1) Accumulated sick leave gained prior to being laid off;
 - (2) Seniority gained prior to being laid off;
- But seniority and sick leave shall not accrue for the period of the lay-off.
- M. Notwithstanding any other provisions in this Article, the foregoing lay-off procedure shall not apply to teachers who are not tenured or to teachers employed on a fixed term contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division, provided no "tenured" teacher shall be laid off where teachers without "tenure" or on fixed term contracts are employed.
- "Tenure" means the status of a teacher, as defined in Sections 92(5) and 92(6) of the Public Schools Act, who is continuously employed by one school board for more than one full school year or who was employed by one other school board in the Province for more than one full school year within three years prior hereto.

ARTICLE 12 - WRITTEN WARNINGS AND SUSPENSIONS

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

- (1) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 15 - Provision for Settlement of Differences.
- (2) When such a difference is referred to a Board of Arbitration under Article 15, the Board of Arbitration shall have the power to:
 - (a) Uphold the discipline
 - (b) Rescind the discipline
 - (c) Vary or modify the discipline
 - (d) Do one or more of the things set out in sub-clauses (a), (b), (c) and (d) above.
- 3) This article does not apply to teacher assessment or evaluation process done pursuant to Division Policy and Practices and Amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.
- 4) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 13 - PROVISION FOR SETTLEMENT OF DIFFERENCES

Any difference 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 raised by either party within twenty (20) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other Party in writing, stating the alleged violation or difference and the solution(s) sought.

Any difference which is not settled to the satisfaction of the parties within twenty (20) teaching days from the date when the aggrieved Party notifies the other Party in writing of its desire to have the difference negotiated, shall upon further 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, the appointment of a Chairman shall be subject to the provisions of the Labour Relations Act.

If the Board and the Association, after delivery of the written request to settle the grievance by arbitration, and before the expiration of the ten teaching day period prescribed for the selection of their respective nominees, agree that the difference shall be settled by a single named arbitrator, the arbitrator so selected shall have the like authority as the arbitration board to make a final settlement of the difference and shall act in the place and stead of the arbitration board.

ARTICLE 14 - MEAL PERIOD

Commencing September 1995, every full time teacher will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day. This meal period shall be equal to the midday intermission given to the students of the school in which the teacher is employed to a maximum of 55 minutes. Designated Professional Staff will be on call during this meal period to deal with discipline, parent inquiries and other problems normally under the jurisdiction of a teacher.

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ARTICLE 15 - FREEDOM FROM VIOLENCE

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

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

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

ARTICLE 16 – EXTRA-CURRICULAR

Effective the Fall Term 2015, the following shall apply:

- (a) “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.
- (b) The parties acknowledge the importance of extra curricular activities as an integral part of each student’s educational experience.
- (c) An eligible extra curricular activity is an activity which has received prior approval from the school principal.
- (d) Commencing with the school year starting in September of 2015, and thereafter, 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-half day, up to a maximum of two (2) half days per school year, provided that he or she:
 - i) performs 25 hours of eligible extra curricular duties during a school year, and
 - ii) the date for such leave shall be agreed upon between the principal and the teacher.
- (e) A teacher who does not take their leave in the year of earned entitlement shall be allowed to carry a half or one day forward to the next school year, thereby allowing for a possible maximum of two (2) days leave in any school year.

ARTICLE 17 – SHORT TERM DISABILITY PLAN

- a) The Board shall deduct from teachers’ salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) 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.
- c) Any teacher entering the Division’s employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board’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 eligible teachers in the Plan;
 - iii) Completing a premium statement to accompany premium remittances;
 - iv) Distributing plan information to teachers from time to time;
 - v) Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) 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.
- g) 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.


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ARTICLE 18- SIGNATURE

This agreement is made subject to the provisions of The Public Schools Act, The Labour Relations Act, and The Education Administration Act, insofar as they may apply to the parties hereto.

This Agreement signed at Gimli, Manitoba on the 20th day of April 2022.

Agreed on behalf of the EVERGREEN SCHOOL DIVISION



CHAIRMAN



SECRETARY-TREASURER

Agreed on behalf of the EVERGREEN TEACHERS' ASSOCIATION



PRESIDENT



SECRETARY

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