

AGREEMENT BETWEEN
THE RIVER EAST TRANSCONA SCHOOL DIVISION
AND
RIVER EAST TRANSCONA TEACHERS' ASSOCIATION
OF
MANITOBA TEACHERS' SOCIETY
JULY 1, 2014 – JUNE 30, 2018

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ARTICLE 1. PURPOSE

It is the intent and purpose of the parties to this agreement (hereinafter referred to as this agreement) to promote and improve the working relations between the River East Transcona School Division and the River East Transcona Teachers' Association of The Manitoba Teachers' Society, to establish an acceptable salary schedule and other conditions of engagement resulting from the operation of said agreement, and to provide a basis for both parties to improve the professional and academic services rendered to the school children and the citizens of River East Transcona School Division.

It is by and between the River East Transcona School Division (hereinafter referred to as the Division) and the River East Transcona Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association).

ARTICLE 2. EFFECTIVE PERIOD

This agreement shall come into force and take effect the first day of July 2014 and shall remain in effect until June 30, 2018 and shall automatically renew itself thereafter from year to year unless either party gives the other written notice, by registered mail, of a desire to replace or amend the agreement. This notice shall be given during the month of April of the contract year of expiry.

ARTICLE 3. SALARY SCHEDULE

- 3.01** a) Salary schedules include adjustments as provided for by the Collateral Dental Plan Agreement and the Auxiliary Agreement.
- b) Fall Term 2014 Schedule

ARTICLE 3. SALARY SCHEDULE (continued)

<u>EXP</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	31,875	37,571	43,686	50,755	54,336	57,883	61,443
1	33,836	39,825	46,192	53,613	57,286	61,002	64,707
2	35,797	42,079	48,698	56,471	60,236	64,121	67,971
3	37,758	44,333	51,204	59,329	63,186	67,240	71,235
4	39,719	46,587	53,710	62,187	66,136	70,359	74,499
5	41,680	48,841	56,216	65,045	69,086	73,478	77,763
6	43,641	51,095	58,722	67,903	72,036	76,597	81,027
7				70,761	74,986	79,716	84,291
8				73,619	77,936	82,835	87,555
9				76,477	80,886	85,954	90,819
10+				79,335	83,836	89,073	94,083

c) Fall Term 2015 Schedule

<u>EXP</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	32,509	38,325	44,562	51,774	55,425	59,036	62,677
1	34,510	40,624	47,118	54,689	58,434	62,218	66,006
2	36,511	42,923	49,674	57,604	61,443	65,400	69,335
3	38,512	45,222	52,230	60,519	64,452	68,582	72,664
4	40,513	47,521	54,786	63,434	67,461	71,764	75,993
5	42,514	49,820	57,342	66,349	70,470	74,946	79,322
6	44,515	52,119	59,898	69,264	73,479	78,128	82,651
7				72,179	76,488	81,310	85,980
8				75,094	79,497	84,492	89,309
9				78,009	82,506	87,674	92,638
10+				80,924	85,515	90,856	95,967

ARTICLE 3.

SALARY SCHEDULE (continued)

- d) Fall Term 2016 – Salary Schedule to be adjusted by 2% and adjustments as provided by the Collateral Dental Plan Agreement.
- e) Fall Term 2017 – Salary Schedule to be adjusted by 1.5% and adjustments as provided by the Collateral Dental Plan Agreement.
- f) January 1, 2018 – Salary Schedule to be adjusted by 1.5% and adjustments as provided by the Collateral Dental Plan Agreement.

3.02 Method of Pay

- a) Effective September following the parties signing the renewal of the collective agreement:

Teachers employed on a Form 2 or Teacher General contract shall receive their salary payment in twenty-four (24) equal installments payable on the last banking day on or before the 15th of the month and the end of the month.

Teachers employed on a Limited Term Teacher contract shall receive their salary in twenty-four (24) equal installments payable on the last banking day on or before the 15th of the month and the end of the month except for the July and August installments which shall be payable on the last teaching day in June.

- b) Where applicable, the per diem rate shall be annual salary divided by the number of school days in a school year.
- c) When a teacher leaves the employ of the Division or is granted long-term leave without pay, the final payment shall be the difference between the product of the number of days taught in the school year multiplied by the per diem rate and the total gross pay already received by the teacher during the school year.

3.03 Placement on Salary Schedule

For the purpose of the salary schedule, except as otherwise provide for in this agreement, teachers shall be classified and placed on the salary schedule according to the classification and years of experience accorded to the teacher by Manitoba Education (based on Manitoba Regulation 515/88).

ARTICLE 3. SALARY SCHEDULE (continued)

3.04 Change in Classification

The allowance for additional qualifications shall be paid to a teacher effective from the first day of the month following which evidence is filed with the Secretary-Treasurer that such additional qualifications have been obtained, even though confirmation is delayed by the Administration and Teachers' Certification Branch of the Manitoba Department of Education. The exception to this is evidence submitted in September, October and November in which case the salary allowance shall be paid retroactive to the first day of the school year.

The onus for providing the Division with satisfactory proof of increased qualifications rests with the teacher concerned.

ARTICLE 4. LIMITED TERM TEACHER CONTRACT

(previously Form 2A Contracts)

Any teacher employed by the Division on a Limited Term Teacher Contract (previously Form 2A Contracts) for two (2) consecutive full school years, shall, upon an offer of employment by the Division for a third consecutive school year, be signed to a Teacher General Contract and shall be entitled retroactively to seniority and unused sick leave.

Notwithstanding the foregoing, should the Division expect the teacher to be employed in the third consecutive school year for a period of less than three (3) months, the Division may employ such teacher on a Limited Term teacher – General Contract.

“Full school year” shall be the minimum number of days required for a year of experience for teachers as recognized by Manitoba Education.

ARTICLE 5. INCREMENTS

5.01 A teacher shall proceed from his/her initial salary by annual increments as indicated on the salary schedule until he/she has reached the maximum rate for his/her class.

5.02 Annual increments shall become effective on the anniversary date of the month following a full year's teaching experience as determined by the Administration and Teacher Certification and Records Branch of the Manitoba Department of Education.

ARTICLE 5. INCREMENTS (continued)

5.03 Vocational Industrial teachers engaged by the Board shall meet the requirements outlined in Manitoba Regulation 55/67 (amended November 1972, 159/72). For the purposes of salary placement and with the approval of the Superintendent of Education, teachers with trade experience past the minimum required to attain Journeyman status or in non-designated trade areas, including the Business Education field, with three years' work experience, may be granted additional increments as follows: where such additional trade experience contains a training or supervisory component the Superintendent may grant one increment credit for each two years of trade experience, to the maximum of that class.

5.04 Application: Full Time Teacher

- a) Effective the date of signing of this agreement, the Division will apply this Article for all new teachers hired after the effective date of the Agreement.
- b) Teachers who were employed by the Division prior to the effective date of this agreement will remain on the current system of incremental salary adjustments under which they were hired (as per either the River East or Transcona-Springfield school division collective agreement in place as of June 30, 2002).
- c) Teachers on a leave of absence for less than a one-year period shall retain their anniversary date for increment purposes as was established prior to their leave.

5.05 Application: Part Time Teacher

- a) Effective the first day of the fall term 2004, part time teachers shall be entitled to increments in accordance with this Article.
- b) After each year of regular part-time employment each such part-time teacher shall be advanced to the next higher step on the salary scale for their qualifications and shall be paid the percentage of the total salary for that classification or step in the percentage that the workload contracted for bears to a full-time workload.

ARTICLE 6. ADMINISTRATIVE ALLOWANCES

6.01 a) Principal's Salary

A principal's salary shall be determined as outlined below. Upon effective appointment, the principal shall be paid a total salary and allowance(s) determined as follows:

- i) by educational qualifications and experience as per the basic salary schedule Article 3;
- ii) a principal's allowance as determined by the formula in "Determination of Principal's Allowance" Article 6; plus,
- iii) any other allowance(s) for which the principal is eligible under this Collective Agreement.

b) Determination of Principal's Allowance

Principal's allowance for schools in the River East Transcona School Division shall be determined by the following formula:

$$\text{Principal's Allowance} = \text{Base} + (\# \text{ of students} \times \text{Student rate}) + (\# \text{ of staff} \times \text{staff rate})$$

This formula will be applied yearly immediately after September 30th staff and student enrolment figures have been determined. Changes in allowances will be retroactive to the beginning of the school year and will be reflected in the October salary payment.

c) Definition of Terms

Base: the base allowance for a school principal identified as being \$15,903.00

of students: the total student population in a school as of September 30th of the current year, where each Kindergarten to Senior 6 student equals 1.

Student rate: \$9.88 per student as defined in "# of students".

of staff: the total staff population in a school as of September 30th of the current year, where each teacher, secretary, paraprofessional, library tech/clerk and custodian working 50% or more in a school equals one, and those who are working less than 50% in a school equal 0.5.

Staff rate: \$106.93 per staff as defined in "# of staff".

ARTICLE 6.

ADMINISTRATIVE ALLOWANCES (continued)

d) Rates

	Fall Term <u>2014</u>	Fall Term <u>2015</u>	Fall Term <u>2016</u>	Fall Term <u>2017</u>	January 2018 _____
Base	\$15,903	\$16,221	\$16,545	\$16,793	\$17,045
Student Rate	\$9.88	\$10.08	\$10.28	\$10.44	\$10.59
Staff Rate	\$106.93	\$109.07	\$111.25	\$112.92	\$114.61

- e) Protection of Allowance – Where a principal or vice-principal, as at September 2007, is earning an annual allowance greater than they would be entitled based on the new principal schedule, then the allowance will be red-circled until the scheduled allowance exceeds the red-circled amount.
- f) John G. Stewart School – Notwithstanding the above determination of Principal’s allowance, the Principal’s allowance for John G. Stewart School will be equal to the lowest calculated allowance for the other divisional middle/junior high schools.

6.02 Vice-Principal

- a) A Vice-Principal shall be paid in accordance with educational qualifications and experience as per Article 3, plus an allowance of fifty percent (50%) of the administrative allowance for that school.

6.03

- a) Principals and Vice-Principals on leave shall return to same or equivalent position.
- b) Change in salary shall be effective upon date of appointment.
- c) In the event of a change in position by a principal or a vice-principal to another administrative position for which the allowance is less, his/her allowance shall remain the same for a period not greater than two years, or until it is exceeded by the new allowance.

ARTICLE 6. ADMINISTRATIVE ALLOWANCES (continued)

6.04 Consultants

Consultants shall be paid an annual allowance above and beyond the salary outlined in Article 3 of this Agreement as follows:

Fall Term 2014	\$7,110
Fall Term 2015	\$7,824
Fall Term 2016	\$7,981
Fall Term 2017	\$8,519
January 2018	\$8,647

6.05 Directors

Directors shall be paid an allowance per annum above and beyond the salary outlined in Article 3 of this Agreement, according to the following increment pattern:

	Fall Term <u>2014</u>	Fall Term <u>2015</u>	Fall Term <u>2016</u>	Fall Term <u>2017</u>	January 2018 <u> </u>
On appointment	\$16,583	\$16,915	\$17,253	\$17,512	\$17,775
One Year later	\$18,465	\$18,834	\$19,211	\$19,499	\$19,792
The following year	\$20,013	\$20,414	\$20,822	\$21,134	\$21,451

6.06 Designated Teacher

In each school in the Division, a teacher will be designated by the Superintendent, in consultation with the Principal, to be in charge of the school in the absence of the Principal and Vice-Principal. Each designated teacher shall receive an annual allowance as follows:

Fall Term 2014	\$840
Fall Term 2015	\$857
Fall Term 2016	\$874
Fall Term 2017	\$888
January 2018	\$901

In schools where there is no vice-principal the stated annual allowance may be split equally between the designated teachers in the school.

ARTICLE 7.

DEPARTMENT HEAD/TEAM LEADER

7.01 Department Heads

- a) Department Heads in Senior High Schools may be appointed in any subject area or program area having a minimum of three full time teachers. For the purpose of this Article, teacher count shall be determined by the sum of the FTEs for all teachers assigned to the department.

		Fall Term <u>2014</u>	Fall Term <u>2015</u>	Fall Term <u>2016</u>	Fall Term <u>2017</u>	January 2018 _____
Class A	3 to 6 teachers	\$2,878	\$2,936	\$2,995	\$3,040	\$3,085
Class B	7 to 9 teachers	\$3,937	\$4,016	\$4,096	\$4,158	\$4,220
Class C	10 or more teachers	\$4,954	\$5,053	\$5,154	\$5,232	\$5,310

For the purposes of this article, a teacher shall be deemed to be assigned to the Department in which the teacher has the majority of his/her teaching assignment for which there is a Department Head appointed.

- b) The position of department head will be a term position of not more than three years, the length of the term to be determined by the Superintendent in consultation with the Principal. At the end of this term, the position will be bulletined.

ARTICLE 7.

DEPARTMENT HEAD/TEAM LEADER (continued)

7.02 Team Leaders

- a) Team Leaders at the Junior High/Middle Years Schools may be appointed in any grade level and/or program area. The Team Leader Allowance will be calculated as follows:

Fall Term 2014	\$2,226 base plus \$157 per FTE teacher on the team.
Fall Term 2015	\$2,270 base plus \$160 per FTE teacher on the team.
Fall Term 2016	\$2,316 base plus \$163 per FTE teacher on the team.
Fall Term 2017	\$2,350 base plus \$166 per FTE teacher on the team.
Fall Term 2018	\$2,386 base plus \$168 per FTE teacher on the team.

For the purpose of this article:

- 1. A school's total FTE shall be defined as the total teaching staff, excluding the administrator(s) and appointed team leaders.
- 2. Each FTE will be assigned to only one team.
- 3. After the total FTE has been calculated, a partial FTE of less than 2/3 will not be counted; a partial FTE of 2/3 or greater will count as 1.
- 4. The position of team leader will be a term position of not more than three years, the length of the term to be determined by the Superintendent in consultation with the principal. At the end of this term, the position will be bulletined.

7.03 Elementary/Early Years Coordinators

- a) Elementary/Early Years Coordinators may be appointed; one for Kindergarten to Grade Three, one for Grades Four to Six, in each elementary school.
- b) The Elementary Coordinator allowance will be:

Fall Term 2014	\$707
Fall Term 2015	\$721
Fall Term 2016	\$735
Fall Term 2017	\$746
January 2018	\$758

- c) The position of Elementary/Early Years Coordinator will be a term position of not more than two years, the length of the term to be determined by the Superintendent in consultation with the Principal.

ARTICLE 8. SUBSTITUTE TEACHERS

8.01 A substitute teacher is employed by the Division either to replace a regular teacher or to 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 (21st) day, be signed to a Limited Term Teacher contract, unless the return of the regular teacher or the conclusion of the substitute assignment will occur within five (5) working days.

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

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

8.02 A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.

8.03 Upon commencement of the sixth (6th) day of extended substitute teaching, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated as 1/x of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where x = the number of days in the current school year.

This rate of pay shall be retroactive to the first day of the extended teaching assignment and shall continue in effect until the end of that instance of extended teaching assignment.

Such period shall not be interrupted because of in-service or administration days on which a school is declared closed by the Division or on which a substitute is not required to teach because of a school or division activity and such days shall not constitute a break in consecutive days.

8.04 Substitute teachers shall be paid a daily rate, inclusive of vacation pay, according to the following schedule:

	Fall Term <u>2014</u>	Fall Term <u>2015</u>	Fall Term <u>2016</u>	Fall Term <u>2017</u>	January 2018 _____
Classes 1 to 3	\$122	\$125	\$127	\$129	\$131
**Classes 4 to 7	\$175	\$179	\$182	\$185	\$188

****Rate to be applied effective the Fall Term following date of signing.**

ARTICLE 8.

SUBSTITUTE TEACHERS (continued)

Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15th) of the following calendar month.

- 8.05** Manitoba Teachers' Society Fees and River East Transcona Teachers' Association fees shall be deducted from a substitute teacher's pay monthly.

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

- 8.06** 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.

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

- 8.08** The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 8 – Substitute Teachers.

- 8.09** The only matters which may be grieved under Article 20 – Settlement of Differences by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, those other provisions of the collective agreement referenced in Article 8.10, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

- 8.10** The following articles of the Collective Agreement apply to substitute teachers:

Article 1: Purpose
Article 2: Effective Period
Article 3: Salary Schedule
Article 3.04: Change in Classification
Article 12: Committee on Adjustments
Article 14: Meal Period
Article 17: Extracurricular Activities
Article 18: Liaison
Article 20: Provision for Settlement of Differences (only to clauses that apply to substitute teachers)

ARTICLE 9. PART-TIME TEACHERS

- 9.01** a) Upon hire, part-time teachers shall be placed on the salary schedule in accordance with their classification and years of experience as determined by Manitoba Education (Regulation 5151/88).
- b) Part-time teachers shall be paid an annual salary based upon the percentage that the workload contracted for bears to a full-time workload.
- 9.02** When a part-time teacher becomes a full-time teacher, the provisions of Article 3.03 and Article 5 shall apply.
- 9.03** Part-time teachers under contract will be eligible to participate in applicable employee benefits plans.
- 9.04** Part-time teachers under contract with the Division who are requested by the Division to participate in field trips, professional development activities or staff meetings over and above their regular scheduled assignment during the school day, shall be paid the per diem rate of their salary or portion thereof for such additional time worked.
- 9.05** Accumulation of sick leave entitlement by part-time teachers under contract will be prorated.

ARTICLE 10. LEAVES OF ABSENCE

10.01 Executive Duties

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 the Society to attend a meeting of the committee of which he or she is a member, or to act as a representative or delegate of the Society, or any branch of the Society, in a matter of Society business requiring absence from school, shall have the right to attend such meetings, or to act as such representative or delegate, and shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any school year provided that a satisfactory substitute can be secured and provided that substitute rate is paid to the Division by the Society or the Association. A maximum of one hundred forty (140) days in total may be taken for the foregoing purpose during a school year by members of the Association.

ARTICLE 10.

LEAVES OF ABSENCE (continued)

No additional leave of absence in a school year shall be taken for the purposes mentioned above, except with the consent and approval of the Board and provided that a satisfactory substitute can be secured, and provided that the per diem rate of the teacher's salary is reimbursed to the Division by the Society or the Association.

Five teaching days' notice shall be given to the Division by the teacher requiring the leave, provided that in the event less notice is given the Division shall not unreasonably withhold its consent for leave.

10.02 Leave for Executive Positions with the Association or The Manitoba Teachers' Society

- a) The Association President and one additional officer each shall be permitted leave from teaching duties either full time or half time. The amount of leave shall be determined by the Association prior to the beginning of the school year. The Association shall reimburse the Division for the salary paid to the President and the additional officer for that portion of time they are released for Association duties. Upon completion of term they will be guaranteed the same or similar employment position. The Association will also reimburse for the appropriate percentage of allowance, where applicable, benefits (such as E.I., C.P.P., and Group Life Insurance premiums, etc.) and other costs related to the leave of the President or additional officer. Except in the case of a part-time President or officer, the right granted herein shall be in place of and not in addition to the rights granted by Leave of Absence for Executive Duties article of this Agreement. Upon the return of the teacher to the Division, the teacher shall be reinstated in a position no less favourable than the one held by the teacher prior to the leave.
- b) Any person covered by this agreement, who, being elected to The Manitoba Teachers' Society as President or Vice-President shall upon reasonable notice be granted leave for that term of office, and upon the return of that teacher to the Division, shall be reinstated in a position no less favourable than the one held by the teacher prior to the leave.

10.03 Examinations and Convocations

A teacher may be absent from school without loss of salary for a total of two (2) days in any school year to write examinations in an accredited course in which he/she has been enrolled to improve his/her professional standing and to attend his/her own convocation.

ARTICLE 10. LEAVES OF ABSENCE (continued)

10.04 Major Religious Holidays

- a) A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the teacher and designated as a day of obligation by the teacher's religion.
- b) Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.
- c) The following notification period shall apply:
 - i) teachers on staff requiring religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th;
 - ii) in instances where religious holy leave is required prior to September 30th in the school year notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days;
 - iii) where the appropriate notice has not been given religious holy days' leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate in the teacher's salary classification;
 - iv) teachers employed after September 30th shall give notice within ten (10) working days of commencement of employment.
- d) The parties agree that this article constitutes reasonable accommodation for religious holy leave.

10.05 Other Additional Leave

A teacher may be absent from school for personal reasons under the following conditions:

- a) The length of time must be mutually agreeable to the teacher and the Superintendent.
- b) A suitable substitute can be provided.
- c) At the discretion of the Superintendent the teacher shall:
 - i) receive full pay, or
 - ii) be deducted the per diem of his/her regular pay, or
 - iii) be deducted salary equal to cost of substitute.

ARTICLE 10. LEAVES OF ABSENCE (continued)

10.06 Jury Duty Service or Witness Duty

A teacher who is called upon to serve on a jury panel or as a witness, shall be paid his/her regular salary. The teacher shall be available for duty at his/her school during regular school hours when his/her attendance may not be required at Court and will present proof of jury service or witness duty. Any fee or payment, excluding expenses, received by reason of service as a juror or witness for school days declared by Manitoba Education, shall be forwarded to the Division.

The foregoing is not applicable to the private affairs of the teacher such as private business or marital matters.

10.07 Maternity and Parental Leave

Effective the date of ratification,

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

ARTICLE 10. LEAVES OF ABSENCE (continued)

- g) A teacher taking parental leave shall receive pay for the period of leave up to ten (10) weeks of payment equivalent to the difference between the payment from HRDC and 90% of his/her salary. The ten weeks includes any waiting period required for employment insurance benefits.**
- h) 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.**

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

- 1) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of Maternity Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;**
 - 2) If the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of Maternity Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;**
 - 3) Up to fifty (50) teaching days of Parental Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on Parental Leave and continues to receive employment insurance benefits.**
- i) For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:**

 - 1) One hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both Maternity Leave and Parental Leave;**

ARTICLE 10. LEAVES OF ABSENCE (continued)

- 2) Eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only take Maternity Leave;
- 3) Fifty(50) teaching days of pay and/or top-up benefits if the teacher only takes Parental Leave;

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

- j) 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.

10.08 Sick Leave

- a) Sick leave shall be granted to provide lost income when a teacher is unable to be at work and perform regular duties due to illness or injury.
- b) Effective the fall term 2015, a full-time teacher who is under contract to the Division as of the first (1st) day of the fall term shall be credited with twenty (20) days sick leave (subject to a maximum accumulation of 130 days) on that date except that the employee must actually teach for at least one day before any sick leave days are credited to this teacher. A full-time teacher coming under contract at a later date in the school year shall be credited with a pro-rata share of twenty (20) days, calculated to the closest whole day. A regular part-time teacher is entitled to a pro-rata share of twenty (20) days sick leave per year and the principle of accumulation, and the total to be accumulated applies as to a full-time teacher.

The provisions of twenty (20) days sick leave shall be pro-rated where an employee returns from a leave at a time other than the commencement of the fall term.

Teachers employed on a part-time basis who have a Form 2, Teacher General, or Limited Term Teacher-General contact with the Division shall be granted sick leave with pay pro-rated based on full time equivalence.

ARTICLE 10. LEAVES OF ABSENCE (continued)

- c) Where a teacher is absent from school because of sickness, the Division may require the teacher to submit to the Division a medical certificate from a duly qualified medical practitioner, certifying that the teacher was sick during the period of absence.

10.09 Bereavement Leave

A teacher shall be granted bereavement leave up to five (5) days without loss of pay in the case of the death of a parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, grandchild or grandparents

A teacher shall be granted up to one (1) day bereavement leave without loss of pay in the case of death of a daughter-in-law, son-in-law, brother-in-law, or sister-in-law. Brother-in-law and sister-in-law shall be defined as the brother or sister of the employee's spouse or the spouse of the employee's sibling.

A teacher shall be granted bereavement leave up to one (1) day without loss of pay in order to attend a funeral as a pallbearer.

The Division at its discretion may grant additional time to an employee to attend the funeral service where long distance travel is required.

10.10 Family Medical Leave

A teacher shall be entitled to use up to four (4) days of accumulated sick leave per year for emergent medical issues or appointments that require the teacher's attention and that pertain to his/her spouse, children and/or parents. Such leave is non-cumulative from one school year to the next school year.

10.11 Personal Leave

Each teacher, with the approval of the Superintendent or designate and subject to the availability of a suitable substitute, shall be entitled to two (2) days leave of absence for personal reasons at no cost to the teacher.

The Division shall not require teachers to provide reasons for their requests for personal leave.

Teachers employed on a part-time basis who have a Form 2, Teacher General, or Limited Term Teacher-General contract with the Division shall be entitled to two (2) days leave of absence for personal reasons pro-rated based on full time equivalence.

Unless there are extenuating circumstances, request for leave is on a first come, first served basis. No more than two teachers per school shall be granted leave on the same day.

ARTICLE 10. LEAVES OF ABSENCE (continued)

The personal leave day shall be used in its entirety. One unused day may be carried over for one year entitling a teacher to up to three (3) days leave of absence for personal reasons at no cost to the teacher. No more than two (2) personal leave days may be used consecutively without the approval of the Superintendent or designate.

The provision of two (2) personal leave days shall be pro-rated where a teacher returns from a leave of absence at a time other than the start of the Fall term.

Teachers shall not be granted leave for the following days, except as may be approved by the Superintendent:

- a) on any in-service day, parent-teacher day, administration day designated by the Division or school;
- b) to extend the time off for Spring, Summer or Christmas breaks.

ARTICLE 11. DEDUCTIONS

11.01 Manitoba Teachers' Society Fees

- a) The Manitoba Teachers' Society membership shall be deducted from every teacher who has not given written notice to the Board within ten (10) days of the current school year that he or she is not a member of The Manitoba Teachers' Society.
- b) These deductions will be made in the twenty (20) equal installments from September to June according to the scale of fees established by The Manitoba Teachers' Society. Each installment will be forwarded to The Manitoba Teachers' Society normally not later than the fifteenth day of the following calendar month.
- c) The onus is on the teacher to make the necessary arrangements with The Manitoba Teachers' Society for rebates and deductions.

11.02 River East Transcona Teachers' Association Fees

River East Transcona Teachers' Association fees shall be deducted from every teacher. These deductions will be made in twenty (20) equal monthly installments, from September to June, according to the scale of fees established by the Association. Each monthly installment will be forwarded to the River East Transcona Teachers' Association normally not later than the fifteenth day of the following calendar month.

The Association agrees to save the Division harmless against any claims or demands made by any teacher from whom fees may have been deducted and paid to the Society or the Association.

ARTICLE 12. COMMITTEE ON ADJUSTMENTS

Upon request of the Board or the teacher concerned or the Association, any questions of interpretation or application of the provisions of this Agreement may be referred to a committee composed of one representative of the Board and one representative of the Association. If this committee cannot reach a decision either party may use the provisions of Article 20 of this Agreement to resolve the dispute.

ARTICLE 13. INTEREST ON RETROACTIVE PAY

13.01 The Division will pay interest at its average cost of borrowing money for the period beginning of the contract year up to the date of payment of the amount of the retroactive pay increase awarded for that contract year.

13.02 Such interest will be paid on the gross amount of retroactive pay due, less the amount of Statutory deductions (Canada Pension Plan, Employment Insurance, Income Tax and Teachers' Retirement Allowance Fund).

ARTICLE 14. MEAL PERIOD

A 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 60 minutes.

Designated professional staff will be on call during the meal period to deal with student discipline or other emergent problems normally associated with a teacher's duties.

ARTICLE 15. WORKLOAD

Student contact time, whether such time is in a teaching, consultation or supervisory role, assigned in a school year shall be no greater than the contact time assigned in the previous school year, based upon the divisional average for each level:

- a) Early Years
- b) Middle Years
- c) Senior Years

The Division will endeavor to keep contact time as equal as possible for teachers within individual schools and levels. The student contact time assigned in any school year to a teacher in any one school, during the normal school day may be greater or lesser than the previous school year.

ARTICLE 16. TRANSFER

- 16.01** The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.
- 16.02** The Division shall exercise its discretion to transfer in a manner that is fair and reasonable. A copy of all written notices of transfers shall be sent to the President of the Association. The Division shall, wherever possible, consult with teachers who are being involuntarily transferred prior to making a final decision. A copy of all written transfer notices shall be sent to the president of the Association.
- 16.03** In making transfer decisions the Division shall consider the educational needs of the students, the administrative needs of the Division and those concerns raised by the teacher prior to making a decision. However, in the absence of exceptional circumstances, the Division shall be guided by the educational needs of the students and the administrative needs of the Division.
- 16.04** In the case of any teacher who has been given notice of transfer following May 31st and wishes to resign before June 30th of that year, the Division agrees to accept the resignation provided it is offered in writing within 7 days of the notice of transfer.

ARTICLE 17. EXTRACURRICULAR ACTIVITIES

- 17.01** “Extracurricular 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.
- 17.02** The parties acknowledge the importance of extracurricular activities as an integral part of each student’s education experience.
- 17.03** An eligible extracurricular activity is an activity that has received prior approval from the school principal.
- 17.04** In any school year (as per the Minister of Education) a teacher will be entitled to a paid leave of absence of one day provided that he or she:
- a) performs 25 hours, per ½ day requested, of eligible extracurricular duties during the school year; and
 - b) all hours not meeting the requirements in a) above may be carried over to the following school year; and

ARTICLE 17. EXTRACURRICULAR ACTIVITIES (continued)

- c) the date for such leave shall be agreed upon between the principal and the teacher and such additional day shall not be cumulative beyond the current school year.

17.05 Teachers supervising approved extracurricular activities shall be reimbursed lodging, reasonable meal expenses and mileage as may be provided through Division policy and/or the individual school budget.

ARTICLE 18. LIAISON

A Liaison Committee between the Association and the Division shall be established to discuss items of mutual concerns. The committee shall be composed of up to five (5) representatives of the Division including Trustees and Senior Administrators and up to five (5) representatives of the Association.

Meetings shall take place up to five (5) times per school year.

ARTICLE 19. LAY OFF

For purposes of this Article the following definitions will apply:

- a) Training
Instruction received as preparation for the profession of teaching that 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 Administration and Teacher Certification Branch of the Manitoba Department of Education.
- c) Experience
The practical application of the training over a period of time with respect to the particular subject or subjects.
- d) Specific Term Contract
A contract whereby a teacher is hired to teach a specific subject, or subjects, for a specific term during all or any part of a school year.

ARTICLE 19. LAY OFF (continued)

19.01 When it is determined by the Board that a lay off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, a seniority list shall be developed as hereinafter provided. Such a list shall contain the names of those 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 fifteen (15) 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.

19.02 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 or academic qualifications or experience for a specific teaching assignment.

19.03 Seniority for the purpose of this agreement is defined to mean the length of continuous teaching experience from the date of the last hire by the Division beginning with the first day of teaching thereafter within the Division.

For teachers employed by the former River East and Transcona-Springfield School Divisions on June 30th, 2002, the seniority effective July 1st, 2002 shall be the number of years of seniority of the teacher on June 30th, 2002 in the respective divisions.

19.04 Notwithstanding the foregoing, a teacher who has been employed under a Limited Term Teacher Contract (previously a Form 2A contract) and is subsequently employed under a Teacher General Contract (previously a Form 2 contract) shall have his/her employment under both the Limited Term Teacher Contract (previously a Form 2A) and Teacher General Contracts (previously a Form 2 contracts) deemed as continuous employment with the division.

The employment under a Limited Term Teacher Contract (previously a Form 2A contract) must normally occur immediately prior to, and be continuous with, the employment under the a Teacher General Contract (previously a Form 2 contract), except that the month of July, August and any other time a teacher is not required to teach as prescribed by law or regulation or a period of up to twenty teaching days between the last employment under a Limited Term Teacher Contract (previously a Form 2A contract) and subsequent employment under a Teacher General Contract (previously a Form 2 contract) shall not be considered as an interruption in continuous employment.

19.05 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 employment with the Division.

19.06 Where teachers have the same seniority as defined in 19.03, 19.04 and 19.05 the order of seniority shall be determined on the basis of total recognized experience in Manitoba.

ARTICLE 19. LAY OFF (continued)

19.07 Where teachers have the same seniority as defined in 19.03, 19.04, 19.05 and 19.06, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.

19.08 If after the application of 19.03, 19.04, 19.05, 19.06 and 19.07 above the length of teaching experience as determined above is still equal, the teacher to be declared surplus shall be determined by the Division, after consultation with the Association.

19.09 A teacher will retain and accrue seniority if absent from work because of:

- a) illness or accident up to the maximum of number of days accumulated under the provisions of the collective agreement;
- b) a leave of absence up to thirty (30) calendar days, other than following sick leave per Article 10.08;
- c) educational and vocational leave;
- d) maternity leave under the provisions of the Employment Standards Code (C.C.S.M. E-110);
- e) teacher exchange;

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

- a) on leave of absence in excess of thirty (30) calendar days;
- b) laid off for a period of time less than that set out in subsection 19.11 c) hereof;
- c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
- d) absent because the Division has granted more maternity leave than required by the Employment Standards Code (C.C.S.M. - E-110).

19.11 A laid off teacher shall lose seniority and the rights to further consideration for 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 Teacher General Contract, 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 year;

ARTICLE 19. LAY OFF (continued)

- c) the teacher is not recalled within one (1) calendar year after September 30th following the date of lay off;
- d) the teacher's contract is terminated for cause;
- e) any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training or academic qualifications, or experience to perform the work in the positions offered shall forfeit all right of seniority and recall subject to the exception contained in b) hereof. The circumstances as outlined in 19.10 b), refusal to accept employment shall forfeit all claims to the position offered.

19.12 In the event of a lay off, the Board shall meet with the Executive 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 and with a copy of the seniority list.

19.13 Notice of lay off shall be given to the teacher no later than the first day of May of the school year. The teacher, within ten (10) calendar days of receiving notice of lay off, shall indicate in writing, his/her wish to be placed on the recall list.

19.14 If after lay offs have occurred and for a period of one calendar year after the 30th of September following the date of lay off, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position first when positions become available, provided such teachers have the necessary training or academic qualifications or experience for the positions available. Seniority 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 or academic qualifications or experience.

19.15 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 within six (6) working days of registration of same his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than fourteen (14) calendar days following such notification unless by mutual agreement.

19.16 A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in subsection 19.14 above.

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

ARTICLE 19. LAY OFF (continued)

19.18 Notwithstanding any other provision of this agreement; the foregoing lay off provision shall not apply to teachers continuously employed under contract for an aggregate of less than ten teaching months of paid service, or to teachers employed for a specific term where, during that term the teacher is employed on the express-written understanding that the teacher will not after the completion of such term be employed by the Board; provided however, no teacher who has been employed by the Board for more than an aggregate of ten teaching months of paid service under contract shall be laid off, where teachers with less than an aggregate of ten teaching months of paid service under contract or specific term contracts have not been laid off, having regard to the necessary training or academic qualifications or experience required for the specific teaching assignment of such teacher employed under a specific term contract or of the teacher continuously employed under this collective agreement with the division for less than an aggregate of ten teaching months of paid service under contract.

19.19 The Division shall publish a seniority list in every school by 30th November.

ARTICLE 20. PROVISION FOR SETTLEMENT OF DIFFERENCES

20.01 Where there is a 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, the aggrieved party shall within 30 teaching days of the event giving rise to the violation or difference, or within 30 teaching days from the date on which the grievor became aware of the event giving rise to the violation or difference, whichever is later, notify the other party in writing stating the nature and particulars of the violation or difference and the solution sought. 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 an 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 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 an Arbitration Board.

20.02 If the matter is not resolved within ten (10) teaching days from the date of notification, either party may request that the matter be submitted to an arbitration board as herein prescribed. Within seven (7) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one member to sit on the Arbitration Board.

20.03 These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment of a chairperson.

ARTICLE 20.
(continued)

PROVISION FOR SETTLEMENT OF DIFFERENCES

20.04 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 mutates mutandis, to the single arbitrator.

SIGNED and AGREED on behalf of the River East Transcona School Division this 13th day of October, 2015.

Chairperson Colleen Cornwall

Secretary-Treasurer Marian

SIGNED and AGREED on behalf of the River East Transcona Teachers' Association of the Manitoba Teachers' Society this 13th day of October, 2015.

President [Signature]

Collective Bargaining Chairperson Tom Beer

APPENDIX I

1. The Teachers named in the letter of August 29, 2005, between the Association and the Board shall receive a long service allowance of \$483 per annum.

2. The Division is to supply a list of Transcona-Springfield teachers who would be eligible under the former River East School Division Collective Agreement Article 7(1) as of the fall term 2004. Teachers on the list will be paid according to their "special area" qualifications only insofar as they are employed by the Division in the industrial arts area.

Once the list of teachers is established, teachers will remain on the list except for those teachers who have requested and been assigned a position outside the industrial arts area or who have terminated employment with the Division. A teacher will be permanently removed from the list only upon termination of employment.

3. No teacher on staff shall suffer a reduction in basic salary as established in Article 3 by reason of the adoption of this Agreement.

APPENDIX II

GROUP BENEFITS PLANS

1. Group Life Insurance Plan

- a) The Division will administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- b) Where an employee qualifies for group life insurance, the employee's share of annual premiums shall be deducted in equal amounts for each salary payment.
- c) All employees coming on staff after the effective date of the implementation of the plan in this Division or who have been members of the plan in the previous River East School Division or Transcona-Springfield School Division shall be required to participate in the plan, unless granted exclusion by The Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.

2. Manitoba Teachers' Society Disability Benefits Plan

- a) The Division shall deduct from teachers' salaries, the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) Any teacher employed by the Division 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.

3. MSBA/MTS Group Dental Plan

- a) Effective September 1, 2005, the Division will participate in the administration of the MSBA/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association.
- b) All Employees covered by this Collective Agreement that are eligible under the terms of the MSBA/MTS Dental Plan shall be required to participate in the MSBA/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- c) The cost of the MSBA/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- d) The Division agrees that the Division's monthly contribution to the Dental 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 Dental Plan). Provided that prior to the beginning of the plan year an Employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payment to the Employee as follows:
 - i. 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;
 - ii. 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 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;
 - iii. 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 plan coverage, shall receive an amount equal to the monthly rate for family coverage.

4. Short Term Disability Plan

The Division will administer a Short Term Disability plan satisfactory to the parties.

All employees covered by this collective agreement shall be required to participate in the Short Term Disability plan. Premiums shall be deducted monthly from salary and remitted to the plan.

The Division shall refund to the Association the whole of the additional premium reduction allowable under the Employment Insurance Commission Act due to the Short Term Disability Plan within two weeks of receipt of same.

5. Deferred Salary Leave Plan

The Division agrees to administer a Deferred Salary Leave Plan as determined by the parties and which is acceptable to Canada Customs and Revenue Agency.

6. Group Extended Health Benefit Plan

The Division shall administer the Manitoba Teachers' Society Extended Health Benefits Plan in accordance with the terms and conditions of that Plan subject to the provisions of the Memorandum of Agreement between the Parties.

7. Participation in Group Plans while on Leave

Pursuant to the terms and conditions of the plans, a teacher who has been granted a leave of absence and/or parenting leave and who is eligible to continue to participate during his/her absence in any group plans shall prepay to the Division a sum of money equal to the total premiums for the period of the leave of absence to a maximum of two (2) years or make such other arrangement for monthly payments to the Division as is agreed to by the Division. The Division shall thereupon make payments under the plans on behalf of the teacher during the said two (2) years of leave of absence. In the event there is a rate change in any of the plans during the duration of the leave, the Division shall inform the teacher of the additional sums of money necessitated by the change in rates.

Furthermore, the Division shall inform the teacher at the time of notification that the leave has been granted, the approximate amount of premiums payable by the teacher for the duration of the leave.

LETTER OF INTENT
Between
The River East Transcona School Division
and
The River East Transcona Teachers' Association
of
The Manitoba Teachers' Society

The River East Transcona School Division (herein referred to as “the Division”) and the River East Transcona Teachers' Association (herein referred to as RETTA) intend to administer jointly a Professional Development Fund (herein referred to as “the Fund”) for the school year commencing the first day of the fall term 2005.

The joint administration of the Fund shall consist of, but is not limited to, determination of an administrative structure, determination of eligible professional development activities and assessment and approval of professional development expenditures.

The committee that is charged with the responsibility of administering the Professional Development Fund shall consist of three (3) representatives of the Division and three (3) representatives of RETTA and have the authority to approve professional development expenditures within the limit of the fund, which shall be as follows:

Fall Term 2015	\$225,000
Fall Term 2016	\$250,000
Fall Term 2017	\$275,000

The Division, at its sole discretion, shall determine how the Fund is to be established within the Division’s overall budget.

The Division and RETTA will administer the Fund in accordance with the Personal Professional Development Fund Guidelines. These guidelines will be reviewed annually and agreed to by both parties.

SIGNED and AGREED on behalf of the River East Transcona School Division this 13th day of October, 2015.

Chairperson Colleen Carnwell

Secretary-Treasurer Marian

SIGNED and AGREED on behalf of the River East Transcona Teachers' Association of the Manitoba Teachers' Society this 13th day of October, 2015.

President [Signature]

Collective Bargaining Chairperson Tim Breen

LETTER OF INTENT
Between
The River East Transcona School Division
and
The River East Transcona Teachers' Association
of
The Manitoba Teachers' Society

Article 4 – Limited Term Teacher Contract

The Division will provide correspondence to the Association which will confirm its' agreement to form a Joint Committee to examine and discuss the application of this Article.

It is understood that there is no obligation on the parties other than establishing the Committee.

SIGNED and AGREED on behalf of the River East Transcona School Division this 13th day of October, 2015.

Chairperson Colleen Casswell

Secretary-Treasurer Marian

SIGNED and AGREED on behalf of the River East Transcona Teachers' Association of the Manitoba Teachers' Society this 13th day of October, 2015.

President [Signature]

Collective Bargaining Chairperson Tim Breen

LETTER OF INTENT
Between
The River East Transcona School Division
and
The River East Transcona Teachers' Association
of
The Manitoba Teachers' Society

Article 6 – Administrative Allowances

The parties agree to form a Joint Committee to meet and discuss the current Article 6.01 a) Principal Allowance and 6.01 b) Determination of Principal's Allowance. It is understood that there is no obligation on the parties other than establishing the Committee.

SIGNED and AGREED on behalf of the River East Transcona School Division this 13th day of October, 2015.

Chairperson Collin Carswell

Secretary-Treasurer Maureen

SIGNED and AGREED on behalf of the River East Transcona Teachers' Association of the Manitoba Teachers' Society this 13th day of October, 2015.

President [Signature]

Collective Bargaining Chairperson Tim Boen

LETTER OF INTENT
Between
The River East Transcona School Division
and
The River East Transcona Teachers' Association
of
The Manitoba Teachers' Society

Article 10.11 Personal Leave

The parties agree to the concept of pro-rating Personal Leave as set out in the new language. The parties further agree to form a Joint Committee to discuss the method of calculation and application of such pro-rating.

SIGNED and AGREED on behalf of the River East Transcona School Division this 13th day of October, 2015.

Chairperson Colleen Crowell

Secretary-Treasurer Manuani

SIGNED and AGREED on behalf of the River East Transcona Teachers' Association of the Manitoba Teachers' Society this 13th day of October, 2015.

President [Signature]

Collective Bargaining Chairperson Tim Breen


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RIVER EAST TRANSCONA SCHOOL DIVISION
-and-
THE RIVER EAST TRANSCONA TEACHERS' ASSOCIATION
OF THE
MANITOBA TEACHERS' SOCIETY

The Parties agree that the protocol set out below will be followed by the Division in exercising its right to transfer teachers in accordance with the Collective Agreement.

1. Consultation with a teacher who is being involuntarily transferred shall be face to face.
2. The consultation shall take place with the teacher before the transfer decision is finalized. This will be clearly communicated to the teacher at the meeting.
3. There shall be a balanced number of participants in the meeting, as between the Association and the Division.
4. If the member requests representation at the meeting, a representative from the Association will be entitled to attend.
5. The Division agrees that the decision to transfer will not be linked to evaluation or teacher discipline.
6. There will be an opportunity for a discussion of options or other scenarios as an alternative to the transfer proposed by the Division and where the teacher raises other options or scenarios the Division will consider them prior to making a final decision.
7. Provision for appeal against a transfer decision shall be available to all teachers. The appeal shall be made directly to the superintendent of the Division and the time for filing a grievance shall not begin to run until the superintendent has rendered a decision on the appeal.

8. This protocol will be followed by the Division in the ordinary course. In the event that particular circumstances exist that prevent the Division from following any of the above, the Division will notify the Association. The Association reserves the right to question whether or not the Division should have followed the protocol, and, if necessary, to grieve.

SIGNED and AGREED on behalf of the River East Transcona School Division and the River East Transcona Teachers' Association this 13th day of October, 2015.


Chairman


President


Secretary-Treasurer


Collective Bargaining Chair

LETTER OF AGREEMENT
Manitoba Public School Employees Dental and Extended Health Plan

Between

The River East Transcona School Division

and

The River East Transcona Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept 2014 and Sept 2015 Salary grid net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated October 13, 2015 for the members of the River East Transcona Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health 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 2015.

Year 1: 2014-15		<i>\$2,802 Annual Benefit Premium</i>					
YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	31,875	37,571	43,686	50,755	54,336	57,883	61,443
1	33,836	39,825	46,192	53,613	57,286	61,002	64,707
2	35,797	42,079	48,698	56,471	60,236	64,121	67,971
3	37,758	44,333	51,204	59,329	63,186	67,240	71,235
4	39,719	46,587	53,710	62,187	66,136	70,359	74,499
5	41,680	48,841	56,216	65,045	69,086	73,478	77,763
6	43,641	51,095	58,722	67,903	72,036	76,597	81,027
7				70,761	74,986	79,716	84,291
8				73,619	77,936	82,835	87,555
9				76,477	80,886	85,954	90,819
10+				79,335	83,836	89,073	94,083

**\$2,856 Annual Benefit
Premium**

Year 2: 2015-16

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	32,509	38,325	44,562	51,774	55,425	59,036	62,677
1	34,510	40,624	47,118	54,689	58,434	62,218	66,006
2	36,511	42,923	49,674	57,604	61,443	65,400	69,335
3	38,512	45,222	52,230	60,519	64,452	68,582	72,664
4	40,513	47,521	54,786	63,434	67,461	71,764	75,993
5	42,514	49,820	57,342	66,349	70,470	74,946	79,322
6	44,515	52,119	59,898	69,264	73,479	78,128	82,651
7				72,179	76,488	81,310	85,980
8				75,094	79,497	84,492	89,309
9				78,009	82,506	87,674	92,638
10+				80,924	85,515	90,856	95,967

Dated at Winnipeg, Manitoba this 13th day of October, 2015

Signed on behalf of the River East Transcona School Division:



Chairperson

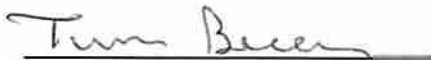


Secretary – Treasurer

Signed on behalf of the River East Transcona Teachers' Association:



President



Secretary

THIS AUXILIARY AGREEMENT made as of the 13th day of October, 2015

BETWEEN:

RIVER EAST TRANSCONA SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated October 13, 2015,
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 2014/15, 2015/16, 2016/17 and 2017/18 school years which follow:

Year 1: 2014-15 2.0%
increase

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	34,677	40,373	46,488	53,557	57,138	60,685	64,245
1	36,638	42,627	48,994	56,415	60,088	63,804	67,509
2	38,599	44,881	51,500	59,273	63,038	66,923	70,773
3	40,560	47,135	54,006	62,131	65,988	70,042	74,037
4	42,521	49,389	56,512	64,989	68,938	73,161	77,301
5	44,482	51,643	59,018	67,847	71,888	76,280	80,565
6	46,443	53,897	61,524	70,705	74,838	79,399	83,829
7				73,563	77,788	82,518	87,093
8				76,421	80,738	85,637	90,357
9				79,279	83,688	88,756	93,621
10+				82,137	86,638	91,875	96,885

Year 2: 2015-16 2.0%
increase

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	35,365	41,181	47,418	54,630	58,281	61,892	65,533
1	37,366	43,480	49,974	57,545	61,290	65,074	68,862
2	39,367	45,779	52,530	60,460	64,299	68,256	72,191
3	41,368	48,078	55,086	63,375	67,308	71,438	75,520
4	43,369	50,377	57,642	66,290	70,317	74,620	78,849
5	45,370	52,676	60,198	69,205	73,326	77,802	82,178
6	47,371	54,975	62,754	72,120	76,335	80,984	85,507
7				75,035	79,344	84,166	88,836
8				77,950	82,353	87,348	92,165
9				80,865	85,362	90,530	95,494
10+				83,780	88,371	93,712	98,823

Year 3: 2016-17 2.0%
increase

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	36,074	42,006	48,368	55,720	59,451	63,136	66,840
1	38,115	44,351	50,975	58,693	62,520	66,381	70,236
2	40,156	46,696	53,582	61,667	65,588	69,626	73,632
3	42,196	49,041	56,189	64,643	68,657	72,871	77,028
4	44,237	51,385	58,795	67,614	71,723	76,116	80,424
5	46,278	53,730	61,402	70,587	74,795	79,361	83,820
6	48,319	56,075	64,009	73,562	77,863	82,606	87,216
7				76,535	80,932	85,851	90,612
8				79,509	84,001	89,096	94,008
9				82,482	87,070	92,342	97,403
10+				85,456	90,138	95,587	100,799

Year 4: Sept. 2017 (2017-18) 1.5%
increase

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	36,615	42,636	49,093	56,556	60,343	64,083	67,843
1	38,687	45,016	51,739	59,574	63,458	67,377	71,290
2	40,758	47,396	54,385	62,592	66,572	70,670	74,737
3	42,829	49,776	57,031	65,610	69,687	73,964	78,183
4	44,901	52,156	59,677	68,628	72,802	77,258	81,630
5	46,972	54,536	62,323	71,646	75,917	80,552	85,077
6	49,044	56,916	64,970	74,665	79,031	83,845	88,524
7				77,683	82,146	87,139	91,971
8				80,702	85,261	90,433	95,418
9				83,719	88,376	93,727	98,865
10+				86,738	91,490	97,020	102,311

Year 4: Jan. 2018 (2017-18) 1.5%
increase

YRS. EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	37,164	43,276	49,830	57,404	61,248	65,044	68,861
1	39,267	45,692	52,515	60,467	64,409	68,387	72,359
2	41,369	48,107	55,201	63,531	67,571	71,730	75,858
3	43,472	50,523	57,887	66,594	70,732	75,074	79,356
4	45,574	52,938	60,573	69,657	73,894	78,417	82,855
5	47,677	55,354	63,258	72,721	77,055	81,760	86,353
6	49,779	57,770	65,944	75,785	80,217	85,103	89,852
7				78,849	83,378	88,446	93,350
8				81,912	86,540	91,789	96,849
9				84,975	89,701	95,133	100,348
10+				88,039	92,863	98,476	103,846

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 October 13, 2015.

CONCURRING SIGNATORIES

Dated at Winnipeg, Manitoba this 13th day of October, 2015.

Signed and agreed on behalf of the Division:




Chairperson



Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Secretary

THIS COLLATERAL AGREEMENT made this 13th day of October, 2015

BETWEEN:

THE RIVER EAST TRANSCONA SCHOOL DIVISION
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE RIVER EAST TRANSCONA 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 October 13, 2015, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the "*Trust*") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September, 2014 the Division shall pay monthly \$128.00 on behalf of each Employee in respect of the Dental plan and/or \$105.50 on behalf of each Employee in respect of the Extended Health plan, said \$128.00 and \$105.50 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September, 2015 the Division shall pay monthly \$130.50 on behalf of each Employee in respect of the Dental plan and/or \$107.50 on behalf of each Employee in respect of the Extended Health plan, said \$130.50 and \$107.50 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

- a) 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.
 - b) 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:

**RIVER EAST TRANSCONA SCHOOL DIVISION
589 Roch St
Winnipeg MB R2K 2P7**

To the Association:

**RIVER EAST TRANSCONA TEACHERS' ASSOCIATION
206 - 1100 Concordia Ave
Winnipeg MB R2K 4B8**

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.
Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

8. 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 RIVER EAST TRANSCONA SCHOOL
DIVISION**



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.

**THE RIVER EAST TRANSCONA
TEACHERS' ASSOCIATION**



President



Secretary