

This Agreement is made between the

School District of Mystery Lake

(hereinafter called the Board)

and the

Thompson Teachers' Association

of the

Manitoba Teachers' Society

(hereinafter called the Association)

For the Years July 1, 2008 – June 30, 2010

PREAMBLE

This Agreement is made pursuant to the provisions of the Manitoba Public Schools' Act and the Education Department Act.

It is the intent and purpose of the parties to this Agreement to promote and improve the working relations between the Board and the Association, to establish a salary schedule as provided for in the Individual Statutory Contract, to establish certain other conditions deemed advisable and to provide a basis for improving the professional services rendered to the school children and taxpayers of the School District of Mystery Lake.

INDEX

Article 1	Recognition of Agreement	1
1.01	Effective Period	1
Article 2	Teachers' Salaries and Allowances	2
2.01	Salary and Allowances	2
2.02	Classification of a Teacher	2
2.03	Improved Qualifications	4
2.04	Basic Salary Schedule	4
Article 3	Measurable Responsibility	6
3.01	Principals	6
3.02	Vice Principals	7
3.03	Coordinators	8
3.04	Department Heads	9
3.05	Interpretation and Application of Article	9
3.06	Advertising for Positions	9
Article 4	Other Allowances	10
4.01	Special Class Allowance	10
Article 5	Loans	10
5.01	Special Course Loans	10
5.02	University Course Loans	10
Article 6	Substitute Teachers	11
6.01	Daily Salary Schedule	11
Article 7	Leaves	13
7.01	Sabbatical Leave	13
7.02	Bereavement/Compassionate Leave	13
7.03	Sick Leave	14
7.04	Maternity Leave	14
7.05	Leave of Absence for Society Duties	17
7.06	Deduction of Salary for Absence	17
7.07	Reinstatement after Leave	17
7.08	Jury Duty	17
7.09	Involuntary Absenteeism	17
7.10	Special Leave Plan	18
7.11	Religious Leave	19

INDEX...cont'd...

Article 8	Manitoba Teachers' Society Fees	20
8.01	Deduction of Fees at Source	20
Article 9	Benefits	20
9.01	Group Life Insurance	20
9.02	Drug, Ambulance, Semi-Private/Hospital Plans	21
9.03	Dental Plan	21
9.04	Travel Allowance	22
9.05	Vision Plan	22
9.06	Health Care and Long Term Disability Benefits	23
Article 10	Salary Continuance	23
10.01	Salary Continuance Insurance Plan	23
10.02	Short Term Disability Plan	23
Article 11	Termination of Service with the District	23
11.01	Termination Notice	23
11.02	Lay Off Clause	24
Article 12	Teacher Transfers	25
12.01	Interpretation	25
Article 13	Grievance Procedure	25
13.01	Interpretation	25
13.02	Selection of Grievance Committee	25
13.03	Steps of Grievance	25
Article 14	Arbitration	26
14.01	Procedure	26
Article 15	Liaison Committee	26
15.01	Interpretation	26
Article 16	Interest on Retroactive Pay	26
16.01	Procedure	26
Article 17	Thompson Teachers' Association Presidency	26
17.01	Interpretation	26
Article 18	Meal Period	27
18.01	Interpretation	27

INDEX...cont'd...

Article 19	Parking	27
19.01	Interpretation	27
Article 20	Freedom from Violence	27
20.01	Interpretation	27
Article 21	Medical – Physical Procedures	27
21.01	Interpretation	27
Article 22	Extra Curricular Activities	28
22.01	Interpretation	28
Article 23	Early Leaving Incentive Plan	28
23.01	Interpretation	28
Article 24	Discipline	29
24.01	Procedure	29
Article 25	Tax Receipt	29
25.01	Procedure	29
Article 26	Obligation to Act Fairly	29
26.01	Interpretation	29
Addendum		
Memorandum of Agreement (Short Term Disability)		30
Memorandum of Agreement (Personal Leave with Pay)		31
Memorandum of Agreement (Retirees' Benefits)		32
Memorandum of Agreement (School Staffing)		33
Memorandum of Agreement (Sabbatical Leave)		34
Memorandum of Agreement (Preparation Time/School Year)		35
Memorandum of Agreement (R.D. Parker Collegiate Timetable)		36
Memorandum of Agreement (Northern Travel Allowance)		37
Memorandum of Agreement (Sick Leave)		38
Signed Agreement		39

ARTICLE 1 – RECOGNITION OF AGREEMENT

1.01 Effective Period

- a. This Agreement shall come into force and take effect on the first day of July 2008; it shall remain in full effect for a period of twenty four (24) months from that date and shall thereafter continue in effect from year to year unless either party hereto shall give notice by April 1st by registered mail of intention to terminate or to seek amendment to this Agreement. It is agreed that, in such event, the party that gives notice shall present proposals to the other party at a meeting prior to the 1st day of May of such year. The parties shall make every reasonable effort to conclude the Agreement prior to the expiry date of the current contract. The new or amended Agreement shall be effective from the 1st day of July following the giving of notice of a desire to negotiate a new Agreement.
- b. A copy of this Agreement and the Board Policy on moving allowance shall accompany an offer of employment to a prospective teacher.

ARTICLE 2 - TEACHERS' SALARIES AND ALLOWANCES

2.01 Salary and Allowances

A teacher's salary shall consist of a basic allowance for professional and academic training in accordance with the salary classification scale set out in Article 2, Section 2.04 plus additional applicable allowances as follows:-

- a. Allowances for experience (see Article 2, Section 2.04 A.)
- b. Measurable Responsibility (see Article 3)
- c. Special Class Allowance (see Article 4, Section 4.01)

2.02 Classification of a Teacher

a. Determination of Salary and Allowances of a Beginning Teacher

The rating and accredited years of experience as established by Manitoba Education & Training shall determine the placement of the teacher on the salary scale and shall determine the allowances for accredited experience, except where teachers improve their qualifications. In such cases, the provisions of Article 2.03 shall apply.

b. Payment of Salaries

Effective September 1996, teachers shall have the choice of the following pay schedules:-

1. Teachers' salaries shall be paid in 20 equal successive installments paid on the 15th and 30th of each teaching month except in February when the installments will be paid on the 15th and 28th of the month.

(OR)

2. Teachers' salaries shall be paid in 24 equal successive installments paid on the 15th and 30th of each month except in February when the installments will be paid on the 15th and 28th of the month.

Effective starting with the 1996-97 school year all new teachers hired will be paid in 24 equal successive installments as above.

Teachers being paid on the 20 equal successive installments may move to 24 equal successive installments a year by applying in writing to the Senior Payroll Officer prior to May 31 of any year. No movement from 24 equal successive pay periods to 20 such pay periods will be allowed.

A teacher who chooses to continue with the 20 pay period schedule shall be entitled to be paid according to that schedule until termination of employment with the District.

2.02 Classification of a Teacher...cont'd...

c. **Classification of Teachers**

The onus is on the teacher:

1. To register documented evidence of qualifications and experience with the Professional Certification Branch of Manitoba Education & Training.
2. To provide acceptable documentation from the Professional Certification Branch verifying grant and accredited experience rating, to the Secretary Treasurer for purposes of determining and receiving salary and allowances for experience.

d. **Vocational Industrial Teachers**

1.
 - a. A teacher with a provisional or permanent certificate in vocational industrial education shall be placed in Class 4.
 - b.
 - i. A teacher with a letter of authority or permit to teach vocational education, shall be placed in Class 3.
 - ii. A teacher placed in b) i) with thirty (30) or more education credit hours shall receive an additional \$600.00 annually until he/she reaches maximum.
2. For the vocational teachers related work experience will be granted as follows:

One increment will be granted for each year of related work experience up to three years, thereafter one increment will be granted for each two years of related work experience to a maximum of three increments – to a maximum of six increments for nine years of related work experience. Total number of increments shall not be greater than the required amount of increments needed to get a maximum salary.

In areas of employment in which a journeyman certificate is not issued, related work experience shall be calculated from the time the person became qualified in the area of employment by virtue of the fact that the person held a position in the area of employment. However, only those years of employment in the particular area shall be counted as related work experience.

e. **Teachers not classified under the terms of this Contract.**

The salary of a teacher whose educational qualifications do not allow for him or her to be placed on the present salary schedule shall be subject to negotiations between the Association and the Board. These negotiations shall commence within fourteen (14) days of notice of intent being given by either party.

2.03 Improved Qualifications

Any teacher who improves his or her professional or academic qualifications during any part of the year shall be paid according to those improved qualifications as provided in this Agreement.

- a. Where evidence that Manitoba Education & Training recognized the improved qualifications is submitted to the Secretary Treasurer before June 30, an increase in salary shall be retroactive to January 1 of that year.
- b. Where evidence that Manitoba Education & Training recognized the improved qualifications is submitted to the Secretary Treasurer before December 31 an increase in salary shall be retroactive to September 1 of that year.

2.04 Basic Salary Schedule

A. Start of Fall Term 2008 - June 30, 2009

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	32,562	36,393	39,764	48,320	51,721	55,056	58,382
1	34,317	38,337	42,268	51,110	54,595	58,068	61,538
2	36,071	40,280	44,773	53,900	57,473	61,083	64,693
3	37,825	42,221	47,279	56,690	60,349	64,096	67,846
4	39,579	44,164	49,784	59,482	63,222	67,110	71,002
5	41,336	46,106	52,287	62,270	66,098	70,127	74,158
6	43,091	48,051	54,794	65,060	68,973	73,141	77,313
7		49,993	57,299	67,848	71,849	76,153	80,467
8				70,638	74,725	79,167	83,620
9				73,427	77,601	82,181	87,268
10				76,218	80,477	85,196	89,932

2.04 Basic Salary Schedule...cont'd....

B. Start of Fall Term 2009 - June 30, 2010

Yrs. Exp.	Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
0	33,838	37,785	41,257	50,069	53,573	57,008	60,433
1	35,647	39,787	43,836	52,943	56,532	60,110	63,684
2	37,453	41,789	46,417	55,817	59,497	63,216	66,933
3	39,260	43,788	48,997	58,691	62,459	66,319	70,182
4	41,067	45,789	51,578	61,566	65,419	69,424	73,432
5	42,876	47,789	54,156	64,439	68,381	72,530	76,683
6	44,683	49,792	56,738	67,311	71,342	75,635	79,932
7		51,793	59,318	70,183	74,305	78,737	83,181
8				73,057	77,267	81,842	86,429
9				75,929	80,229	84,946	90,186
10				78,804	83,191	88,052	92,930

Anniversary Date

The anniversary date for scheduled increments shall be September 1 or January 1 for each accredited year of experience as allowed by Manitoba Education & Training.

ARTICLE 3 – MEASURABLE RESPONSIBILIY

3.01 Principals

a. Allowances

Principals will be paid an allowance above and beyond the salaries outlined in Article 2.04 and shall be determined on the following weighted enrolment:

- Kindergarten - $\frac{1}{2}$ where $\frac{1}{2}$ time K program is offered
- Elementary - 1
- Secondary - Junior grade (7 and 8) = $1\frac{1}{4}$
- Senior grade (9 – 12) = $1\frac{1}{2}$
- Special Needs (including O.E.C. and Low Incidence 1, II, III) = 3

Weighted Enrolment Schedule:

- Start of Fall Term 2008- June 30, 2009

Weighted Enrolment	Rate
Up to 499	19,523
500 - 999	21,288
700 - 899	23,042
900 - 1099	24,805
1100 - 1299	26,911
1300 - 1499	28,674
1500 - 1699	30,437
1700 and up	32,194

- Start of Fall Term 2009 – June 30, 2010

Weighted Enrolment	Rate
Up to 499	20,109
500 - 999	21,927
700 - 899	23,733
900 - 1099	25,549
1100 - 1299	27,718
1300 - 1499	29,534
1500 - 1699	31,350
1700 and up	33,160

3.01 Principals...cont'd....

b. Weighted Enrolment Adjustments

- i. Initial placement of an individual vertically on the weighted enrolment table shall be determined by the weighted enrolment calculated at the end of the month in which the individual begins services except September, where the calculation will be determined mid month.
- ii. Allowance will be paid on a ten (10) month basis. The allowance payable for any one month shall be based on the enrolment of the preceding month – except September – mid month.
- iii. In the event of a shift of students from one school to another, the adjusted weighted enrolment shall become effective:
 - a. School of original enrolment – per the weighted enrolment calculated at the end of the month prior to the transfer, with such payment made effective to the date of transfer on a prorated basis, with the remainder of the monthly allowance in accordance with Article 3.01 b. i.
 - b. School receiving the new enrolment – per the weighted enrolment calculated at the end of the next month following the transfer or opening of school with payment made retroactively to the date of the transfer on a pro-rated basis.

3.02 Vice Principals

a. Supervising Vice Principals

If a supervising or teaching vice principal is appointed, the allowance paid shall be one half (1/2) the allowance on the principal's weighted enrolment for that school.

b. Teaching Vice Principal

- i. When a teaching vice-principal is appointed his/her time off from teacher duties shall be a minimum of:

Up to 399	weighted enrolment	1.8 days per cycle
400 – 499	weighted enrolment	2.4 days per cycle
500 – 599	weighted enrolment	3.0 days per cycle
600 and over	weighted enrolment	3.6 days/week

3.02 Vice Principals... cont'd...

c. Absence of the Principal

- i. During the absence of the principal and vice principal(s), payment of an allowance of \$65.27 per day effective the start of the fall term 2008, \$67.23 per day effective the start of the fall term 2009, shall be made to a teacher(s) designated by the Principal after consultation with and approval of the Superintendent.
- ii. In the absence of the Principal of the school, where a Vice Principal has been appointed, the Vice Principal shall assume the responsibilities of the Principal. Where more than one Vice Principal has been appointed, one must be designated as the second in command. In the case of a principal's absence for one (1) full day, a substitute will be provided to assume the teaching duties of a Vice Principal.
- iii. Any Vice Principal replacing a Principal for a period of four (4) or more consecutive teaching days shall be paid at the daily rate of one-two hundredths (1/200) of the Principal's Administrative Allowance on the scale for that school, commencing on the fifth (5th) day of the Principal's absence.

3.03 Coordinators

Start of Fall Term 2008 - June 30, 2010

- Coordinators, when appointed, will be paid an annual allowance of \$6,776 effective the start of the fall term 2008, \$6,979 effective the start of the fall term 2009.

3.04 Department Heads

- a. A Department Head shall be a qualified teacher appointed by the Board to assist the principal in the operation of a specific subject area/grade grouping with specific duties assigned to the position by the principal.
- b. Department Heads who head a department of three (3) or more teachers shall be assigned a teaching load equivalent to a minimum of one section less than the average teaching time assigned to teachers in the same school based on full time equivalency.
- c. Annual Department Head Allowance
The annual department head allowance based on full time equivalency shall be based on the number of teachers within their department or grade level grouping.

Effective Fall Term 2008:

Class 1	3 – 6 teachers:	\$2,500
Class 2	7 – 9 teachers:	\$3,400
Class 3	10+ teachers:	\$4,300

Effective Fall Term 2009:

Class 1	3 – 6 teachers:	\$2,575
Class 2	7 – 9 teachers:	\$3,502
Class 3	10+ teachers:	\$4,429

3.05 Interpretation and Application of Article

- a. The anniversary dates for scheduled increments shall be either September 1 or January 1 following each year of service in a position.
- b. Remuneration for any new position created by the Board not covered by this agreement is subject to negotiation and agreement between the Association and the Board.
- c. Job specifications shall be available to teachers applying for positions covered in Article 3 of this Agreement.
- d. Where a position of measurable responsibility becomes vacant or a new position is created before May 1, the Board will make every effort to fill the position by May 21. Applicants already teaching in the District will be notified by May 21 of the status of their applications.

3.06 Advertising for a Position

Unless there is mutual agreement between the Board and the Association, the Board shall not advertise for applicants to fill any position listed in Article 3 that is not vacant.

ARTICLE 4 – OTHER ALLOWANCES

4.01 Special Class Allowance

a. Allowance Based on Teaching Time

Any teacher teaching special classes 50% or more of teaching time shall be paid an allowance for the period the start of the fall term 2008 – June 30, 2009 of \$1,146.87, for the period the start of the fall term 2009 to June 30, 2010 of \$1,181.28 above the basic schedule, but when such teachers vacate such positions, the newly hired teacher shall not receive such allowance.

Special classes shall be defined as follows:-

Educable Mentally Handicapped, Trainable Mentally Handicapped, Non-English Speaking Classes, Crisis classes (those containing students with severe emotional and/or behavioral problems).

ARTICLE 5 – LOANS

5.01 Special Course Loans

- a. When the Board requests a teacher to take a course in preparation for a specific teaching assignment, the Board shall pay an allowance to a maximum of \$500.00 towards expenditures incurred if the teacher contracts to return for a minimum of two (2) years after such a course. If this two year contract period of service is not completed by the teacher, then the allowance shall be diminished in proportion of the number of uncompleted teaching days remaining in the contract period, and any money in excess of the calculated allowance received by the teacher shall be considered as a short term loan returnable to the Board within one (1) month of termination of employment.
- b. When the request is made, if it appears that expenses will exceed \$500.00, the Board may increase the amount commensurate with the additional expense. Such arrangements shall be made prior to the course being taken.

5.02 University Course Loans

University Course Loans of \$350.00 per half course up to two half courses shall be available to those teachers taking courses at a recognized post secondary institution. The total sum available for all courses shall be \$10,000.00. In the event that a full allocation of \$10,000.00 is not applied for, the applicants will be so advised and given the opportunity to apply for a further two half courses, on a first come, first served basis until the \$10,000.00 maximum has been reached. Details regarding the application of this clause are described in Board Policy 2.160.01.

ARTICLE 6 – SUBSTITUTE TEACHERS

6.01 Daily Salary Schedule

Definition: A certified substitute teacher shall be a teacher who holds a valid teaching certificate as issued by Administration and Professional Certification and Records Branch, Manitoba Education & Training. (Effective as of the signing of the contract)

a. Daily Salary Schedule

A substitute teacher is one who is engaged to stand in for a teacher under contract who is absent from duty. Substitute teachers shall be paid as follows:
(inclusive of vacation pay)

- Effective Start of Fall Term 2008 – January 13, 2009

Non Certified	\$114.42	per day
Certified	\$145.44	per day

- January 14, 2009 – June 30, 2009

Non Certified	\$117.85	per day
Certified	\$149.80	per day

- Start of Fall Term 2009 – June 30, 2010

Non Certified	\$121.39	per day
Certified	\$154.29	per day

b. Salary Schedule When Substitution Exceeds Four (4) Days

Any substitute teacher replacing a regular staff member for a period exceeding four (4) consecutive teaching days shall be paid at the daily rate of one/two hundredths (1/200) of the annual salary complying with the qualifications of the relieving substitute teacher, according to the schedule commencing on the fifth (5) day of the replacement period. Administration and or Professional Development days will not constitute a break of consecutive days worked.

c. Call in Pay

If, due to an error on the part of the Board Office or Principal, a substitute is told to report but finds upon reporting that his/her services are not required, the Board will pay for one half (1/2) day service.

ARTICLE 6 – SUBSTITUTE TEACHERS - Continued

d. Sick Leave

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

e. Manitoba Teachers' Society fees and Thompson Teachers' Association fees shall be deducted from a substitute teacher's monthly pay.

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

f. The only matters that may be grieved under the Settlement of Differences Article 24 by a substitute teacher or the Association on behalf of the substitute teacher are the provisions of Article 6, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

g. In addition to Article 6, the following articles of the collective agreement shall apply to substitutes:

Preamble

Article 1

Recognition of Agreement

Article 2

Teachers' Salaries and Allowances
(2.02 and 2.03 where applicable)

Article 16

Interest on Backpay

Article 18

Meal Period

Article 19

Parking

Article 20

Freedom from Violence

Article 21

Medical- Physical Procedures

Article 22

Extra Curricular Activities

Article 24

Discipline

Article 26

Obligation to Act Fairly

ARTICLE 7 – LEAVES

7.01 Sabbatical Leave

The Board recognizes the principle of Sabbatical Leave and will consider each applicant for said leave on his/her individual merit.

When a teacher is granted Sabbatical Leave, he/she shall be entitled to:

- The greater of \$5,300.00 or 30% of basic salary with two years service with the Board.
- 45% of basic salary with five years service with the Board.
- 60% of basic salary with seven years of service with the Board.

This leave shall not count as experience for increment purposes unless recognized by the Department of Education.

The teacher shall not sign a contract with another school division/district while on Sabbatical Leave.

A teacher on Sabbatical Leave shall continue to have Board Drug Plan, Group Insurance Plan, Dental Plan and Salary Continuance Plan available to him/her.

7.02 Bereavement/Compassionate Leave

- a. Each teacher shall be allowed Bereavement Leave without loss of salary up to 6 (six) teaching days in the event of death of any immediate family member.
- b.(i). Immediate family to include father, stepfather, mother, stepmother, sister, brother, son, stepson, daughter, stepdaughter, spouse, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, great-grandparent, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, grandchild, great-grandchild, son-in-law, daughter-in-law.
- b.(ii). A teacher shall be allowed up to an additional four (4) teaching days without loss of salary where travel is required to attend a death outside of Thompson for an immediate family member as listed in b. (i).
- c. In the case of the death of aunts and uncles, Compassionate Leave as outlined in the first paragraph shall be allowed if requested, at substitute cost whether a substitute is needed or not.
- d. In the event of the death of a person not listed above, Compassionate Leave may be granted at substitute cost whether a substitute is required or not.
- e. Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave. The Board reserves the right to request evidence from a physician for any absences allowed herein.

7.03 Sick Leave

- a. When a teacher is sick, he/she shall be entitled to a leave of absence (herein called “sick leave”) during his/her sickness and shall be entitled to be paid his/her full salary during such sick leave.
- b. Each teacher shall be credited with twenty (20) teaching days sick leave with full salary at the beginning of each year of continuous employment as a teacher with this School District.
- c. All unused sick leave in each year shall accumulate from year to year to the credit of each teacher, but shall at no time exceed a credit of two hundred (200) teaching days.
- d. A teacher on sick leave shall be paid the same amount he/she would be paid if he/she were on duty until the teacher has exhausted all accumulated sick leave.
- e. A teacher shall not accumulate sick leave while on Sabbatical Leave.
- f. A teacher shall be entitled to use, for each incident, a maximum of 15 (fifteen) days from his/her sick days accrual to attend to the medical needs of each person listed in Article 7.02(b). Additional days from his/her sick day’s accrual may be granted at the discretion of the Board.
- g. Any teacher using sick leave as a result of accidental, physical injury at work, shall have said leave reinstated upon return to teaching duties.
- h. Teachers on contract prior to 1986 will be subject to terms outlined in the Memorandum of Agreement.

7.04 Maternity/Parental/Adoptive Leaves

- a. Every female teacher who...
 - Has been employed by the District for seven (7) months.
 - Submits an application at least four (4) weeks before she desires her leave to commence.
 - Provides a medical certificate giving the estimated date of delivery, or as an adoptive mother, provides evidence of the estimated date of the receipt of a child, is entitled to and shall be granted Maternity Leave for a period of up to seventeen (17) weeks.

7.04 Maternity/Parental/Adoptive Leaves ...cont'd...

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

E.I. Benefit Top Up

1. A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
2. In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - i. For the first two weeks, payments 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.
3. A teacher taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.

7.04 Maternity/Parental/Adoptive Leaves ...cont'd...

4. In respect of the period of adoptive or parental leave, payments made according to the SUB Plan will consist of the following:
 - i. For the first two weeks, payments equivalent to 90% of gross salary, and
 - ii. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.
- c. Resumption of teaching duties shall take place...
 - At the expiration of the Maternity Leave or
 - At the beginning of the next term or trimester following the expiration of the Maternity Leave or
 - At the beginning of the next school year.
- d. Teachers applying for Maternity Leave will indicate in their application when they wish to resume teaching duties.
- e. After the teacher has indicated the duration of the Maternity leave to be taken, the Board will provide the teacher with a written memorandum of the agreement, including the statement that, at the termination of the Maternity Leave (17 weeks) and/or Parental Leave (17 weeks):
 - i. An employee who returns to her teaching duties within the same academic year shall be reinstated in the position occupied by her at the time such leave commenced.
 - ii. Where the maternity leave spans two academic years, the employee will be reinstated in the position occupied by her at the time such leave commenced or in a comparable position with no less than the same wages and benefits.
- f. The Board shall pay the agreed employer portion of the benefits contained in Articles 9.01, 9.02, 9.03, for the period of up to seventeen (17) weeks Maternity Leave.
- g. Nothing in the aforementioned policy shall be deemed to be inconsistent with the provisions of the Employment Standards Act respecting Maternity Leave and where the policy and Employment Standards Act are in conflict, the benefits under the Employment Standards Act shall prevail.

7.05 Leave of Absence for Society Duties

A teacher being a member of the Manitoba Teachers' Society Committee or of the Executive Committee or any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society, or any branch thereof, and being authorized by the Executive Committee, shall be excused from school duties for either purpose or both purposes providing that collectively the total number of days does not exceed eighty-five (85) days with a maximum of six teachers being absent on any occasion. On two occasions per year, more than six teachers may be absent subject to substitute teachers being available. The cost of providing a substitute teacher salary must be paid by the Society. No additional leave of absence within this clause will be available except with the consent and approval of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

7.06 Deduction of Salary for Absence

When a teacher is absent from teaching duties for one half (1/2) day to ten (10) consecutive teaching days, unless it is for illness or other reasons heretofore stated in this agreement, written permission of the Board must be obtained and any teacher thus absent from duty may have "per diem" less thirty percent (30%) of his/her annual salary deducted for each day absent from duties. For absence after ten (10) consecutive teaching days, salary may be deducted at the rate of "per diem" for each subsequent consecutive day.

"Per diem" for Article 7.06 shall mean the fraction that one school day bears to the total number of days as prescribed by the Minister in any given school year.

7.07 Reinstatement After Leave

When a teacher indicates his/her intention to return from leave, the Board will attempt to reinstate the teacher in the previously occupied position, or failing this, the Board will attempt to reinstate the teacher in a comparable position.

7.08 Jury Duty

Teachers called for Jury Duty shall be paid the rate of pay amounting to the difference between the amount paid for jury services, exclusive of expense allowances, and the amount that would have been earned had the teacher worked on such a day.

7.09 Involuntary Absenteeism

A teacher who is absent from duties due to inclement weather and related travel conditions shall not suffer a reduction in salary for the time period involved provided that:

- i. The R.C.M.P. or Highways Department do not recommend travel due to poor or unsafe driving conditions.
- ii. Regular air carriers are unable to fly to Thompson and no alternate arrangements are available to the teacher because of carrier timetables.

7.10 Special Leave Plan

Purpose

The purpose of this special leave plan is to provide teachers with a minimal financial package in order that they may take a year's leave of absence from their teaching duties in order to pursue other interests.

The plan is structured to be a minimal cost to the Board and not place the Board in a difficult position regarding staffing.

The plan will commence July 1, 1998.

Eligibility

A special leave shall be granted by the Board for those teachers who have a minimum of ten (10) full or part time years of continuous service, including approved leaves, in the School District of Mystery Lake.

Guidelines

A successful applicant shall not be eligible to apply for another leave under Article 7.10 for a period of 10 years from the date of their leave.

The Salary payable for the one year leave would be the lesser of the difference between the salary of the teacher on leave and the salary of a Class IV 1st year teacher's salary excluding any allowances, or \$20,000.00 less prepaid premiums as outlined in these guidelines. Part time teachers will be prorated accordingly.

A teacher on leave is eligible to continue participation in group benefits by requesting to do so in writing and prepaying both the teacher portion and employer portion of such benefits in advance of leave commencing. If there is any rate change during the leave, then the teacher would be charged with such increases on return to their duties.

A minimum of one (1) special leave shall be granted during a school year (as defined in the P. S. A. Regulations).

Application for a leave must be made prior to April 1st in the year preceding the next school year.

When there are more than two (2) applicants, a committee comprised of two trustees, the Assistant Superintendent and two TTA Executive members will decide on the successful applicants.

On the termination of the Special Leave the teacher(s) will be reinstated in the position occupied by them at the time they commenced their leave, or in a comparable position with not less than the same wages and benefits, depending on what vacancies are pending at that time.

7.10 Special Leave Plan...cont'd...

A special leave shall not be granted concurrently with any other leave.

A special leave shall not count as experience for increment purposes.

A replacement teacher may be hired on a Limited Term General Contract.

A teacher not returning following this leave will not be eligible for any retirement benefits under Article 23.

A teacher shall enter into a formal agreement specifying the terms and conditions of the leave.

7.11 Religious Leave

- 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.

Teachers shall not absent themselves from duty for reason of religious holy days without first notifying the Superintendent of Education or designate.

The following notification period shall apply:

- i. Teachers on staff requiring religious holy leave days 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 30.
 - ii. In instances where religious holy leave days are required prior to September 30 in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day(s) falls within the first ten (10) working days of the school year where 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 at the certified substitute teacher rate.
- b. The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 8 – MANITOBA TEACHERS’ SOCIETY FEES

8.01 Deduction of Fees at Source

- a. The annual Provincial membership fees and the local Association membership fees for members employed by the Board shall be collected by payroll deduction. Deductions for annual Provincial membership fees shall be made in twenty (20) or twenty-four (24) equal installments commencing in September. Deductions for local Association membership fees shall be made in two (2) equal installments on the last pay period during the months of September and January. Deductions shall be made automatically unless direction is received from the teacher not to deduct these fees. This direction must be received in writing to the Secretary-Treasurer on or before September 20th of each year.
- b. In consideration of the District making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the District harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the District by reason of the District making the compulsory check-off of Union dues provided for in this article.

ARTICLE 9 – BENEFITS

9.01 Group Life Insurance

- a. A plan of Group Life Insurance shall be made available to the eligible teaching staff, and the cost of premiums shall be cost shared on an equal basis by the teachers and the Board. Participation in the plan is mandatory for all eligible employees.
- b. Deduction of Premiums
The Board shall make the necessary payroll deductions for those eligible teachers.
- c. An eligible employee is one who is a permanent employee with a statutory contract of hire that is for at least .25 full time equivalency, or, a term employee who has a signed a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days and the full time equivalency is for at least. 25. Spring break and Christmas break do not constitute a break in continuous service.
- d. Coverage begins the date an eligible employee actually begins working for the District. The amount of Life Benefit is \$200,000.00.
- e. For the actual terms and conditions of the plan please refer to the Group Benefits booklet re: Contract Number 56640.

9.02 Drug, Ambulance/Semi-Private Hospital Plans

- a. The Board agrees to provide the eligible teachers with the Blue Cross Ambulance/Semi Private Hospital and Drug Plan #7004 (extended Health Benefits with oral contraceptive pill) covering 90% of the prescription costs with no deductible.
- b. An eligible teacher is one who has a signed Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.
- c. The Board will administer the plan but it is understood that individual teachers will send in their own bills for reimbursement.
- d. The Board agrees to provide coverage for hearing aides effective the Fall Term 2004 on the basis of \$400 once every four (4) years.
- e. It is agreed that if a change in carrier occurs, identical coverage will be provided.

9.03 Dental Plan

- a. The Blue Cross Dental Plan #7004 will be made available to all eligible teachers.
- b. An eligible teacher is one who has signed a Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.
- c. The cost of the premiums shall be paid in full by the Board.
- d. The Board further agrees to pay dental claims based on the Northern Dental Fee Guide effective the Fall Term 2004.
- e. The Board agrees to provide coverage for adult orthodontics, effective the Fall Term 2004.
- f. It is agreed that if a change in carrier occurs, identical coverage will be provided.

9.04 Travel Allowance

- a. Each full time teacher who has taught a minimum of 160 days in the current school year and has contracted to return the following September shall receive a travel allowance of:
- Retroactive for the Start of the Fall Term 2008
\$713.70 on the first Friday following the beginning of the school year.
 - Start of the Fall Term 2009 – June 30, 2010
\$735.11 on the first Friday following the beginning of the school year.

Regular part time teachers will be paid a partial travel allowance pro-rated on the basis of teaching time.

A part year teacher will be paid a partial travel allowance pro-rated as follows:

$$\frac{\text{No. of days taught}}{200} \times \frac{\text{Allowance}}{\text{Maximum}} = \text{Allowance Due}$$

- b. Teachers going on Sabbatical Leave shall be paid said allowance upon their return to service.

9.05 Vision Plan

- a. The Blue Cross Vision Plan #7004 shall be made available to all eligible employees.
- b. An eligible teacher is one who has signed a Form 2 statutory contract, or a Teacher General statutory contract, or a Limited Term Teacher General statutory contract where the term of the contract is for a period of not less than one hundred (100) continuous teaching days. Spring and Christmas breaks do not constitute a break in continuous teaching days for the purpose of eligibility for the Drug, Ambulance/Semi-Private Hospital Plan.
- c. The cost of the premiums shall be paid in full by the Board
- d. The District shall, upon presentation of an acceptable receipt, reimburse for eye examinations for teachers only, one (1) eye exam to a maximum of seventy (\$70) dollars once in each two (2) year period.
- e. It is agreed that if a change in carrier occurs, identical coverage will be provided.

9.06 Health Care Benefits and Long Term Disability Benefits

A teacher who continues to be in receipt of LTD Plan benefits after three (3) years shall be able to continue in the Blue Cross and Life Insurance Plan.

It is agreed that if a change in carrier occurs, identical coverage will be provided.

ARTICLE 10 – SALARY CONTINUANCE INSURANCE PLAN

10.01 Salary Continuance Insurance Plan

Teachers engaged after January 1, 1974 shall be required to participate in the Salary Continuance Insurance Plan presently administered by the Board.

- a. The MTS has established a LTD Plan pursuant to the Constitution Bylaws and Policies of the Society. The Parties acknowledge that the rights of the Association members to LTD benefits are as established by the Disability Plan which is amended from time to time by the Society.
- b. The District will continue to deduct and forward premiums for the Manitoba Teachers' Society Long Term Disability Plan, as directed by the Association.
- c. Save and except for the deduction and remittance of premiums, as directed by the Association, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of this Long Term Disability Plan administered by the Manitoba Teachers' Society.

10.02 Short Term Disability Plan

Subject to the Memorandum of Agreement regarding short term disability the Board of Trustees agree to pay the cost of a short term disability plan for teachers. This plan will be used to pay benefits for personal illness after sick leave is exhausted, for the balance of the Long Term Disability Plan waiting period of 80 working days from the last day worked. If the teacher does not qualify for LTD the benefits are paid to the 135th calendar day from the last day worked.

ARTICLE 11 – TERMINATION OF SERVICE WITH THE DISTRICT

11.01 Termination Notice

Teachers working under the terms of this Agreement must, in order to terminate their employment, serve written notice to the Board according to the terms of the Individual Agreement signed by the Chairperson of the School Board, the Secretary Treasurer and/or their designate(s) and the individual teacher. Similarly, the Board must serve written notice upon the Teacher according to the terms of the same agreement.

11.02 Lay-Off Clause

- a. The Board recognizes that teachers are concerned about job security. Therefore, in the event of a cutback of staff, the Board will give first consideration to retaining the teachers having the greatest length of teaching service with the Board. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, qualifications or experience for a specific teaching assignment.
- b. When a lay-off appears imminent, the Board will meet with the Executive of the local Association to discuss the implications of such action and possible alternatives. Following such discussions, the Board will prepare a list of those teachers who in its opinion should be laid off. This list will be presented to the Executive of the Association for its consideration before any action is taken regarding giving notice to the affected teachers.
- c. The Board agrees to provide the Association with a list of employees and their length of service. This list will be revised January 31 and September 30 of each year.
- d. Definitions

Training – Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency.

Qualifications – Refers to the class in which a teacher is placed by the Administration and Professional Certification Branch of Manitoba Education & Training.

Experience – The practical application of training over a period of time.

Length of Teaching Service – The teacher's length of continuous employment with the Board commencing with the first teaching day after his/her most recent date of hiring.

- e. Leave of absence for any reasons shall not constitute a break in continuity of service. These leaves except for sick leave, will not be counted for purposes of determining length of service.
- f. If, after lay-offs have occurred, positions become available, teachers who have been laid off shall be offered the positions first, provided such teachers have the necessary training, qualifications and experience for the positions. Length of service will be used to determine the order in which laid off teachers are offered the positions provided that the said teachers have the necessary training qualifications and experience for the position.

ARTICLE 12 – TEACHER TRANSFERS

12.01 Interpretation

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

A teacher who is to be transferred within the District shall be given reasonable written notice of the proposed transfer.

The reasons for transfer shall be included in the written notice of the transfer.

The Board's right to initiate transfers shall always be exercised fairly and reasonably having regard to all the circumstances including, in particular, the educational needs of the District which shall be of paramount consideration, and as a secondary consideration the interests of the teacher involved.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 Interpretation

A grievance arises over the interpretation or application of terms of this agreement.

13.02 Selection of Grievance Committee

The Association shall select a Grievance Committee consisting of three (3) members of the Association. The Board of Trustees will handle all grievances in Committee of the Whole. The names of members of each Committee shall be submitted in writing to the other party.

13.03 Grievance Steps

Step One

In the event a teacher has a grievance, he/she, along with a member of the Association's Grievance Committee, shall meet with the Superintendent in an attempt to resolve it. Such a meeting must take place within twenty (20) teaching days of its occurrence. The Superintendent will reply in writing within five (5) days.

Step Two

If a satisfactory settlement is not reached, the grievance may be submitted to the Board in writing within five (5) teaching days. A hearing shall take place within five (5) teaching days. A written reply shall be given within five (5) teaching days following the hearing.

Step Three

Failing agreement in Step two, either party, within five (5) teaching days of receiving the written reply, may state its intention in writing to refer the dispute to an arbitration board as outlined in Article 14.00.

ARTICLE 14 – ARBITRATION

14.01 Procedure

Each of the parties to the dispute shall, within (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 Chairperson. Should the two arbitrators fail to agree upon a Chairperson within the required seven (7) days, either party may request the Manitoba Labour Board to appoint a Chairperson. Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 15 – LIAISON COMMITTEE

15.01 Interpretation

A Liaison Committee composed of representatives from the Board and the Association shall meet upon request to discuss matters referred to the Committee by either party. Either party may insist that a meeting be held within ten (10) days after notice has been given.

ARTICLE 16 – INTEREST ON RETROACTIVE PAY

16.01 Procedure

The District 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 the dates the parties applied to the Minister of Education for arbitration 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 the gross pay. Such interest shall be computed at the prevailing Bank of Canada rate at the date of the signing of the Agreement. (Waived for the 2003/2004 and 2005-2008 Collective Bargaining Agreement)

ARTICLE 17 – THOMPSON TEACHERS' ASSOCIATION PRESIDENCY

17.01 Interpretation

The Board will release the President of the Thompson Teachers' Association from 50% of his/her teaching duties. There will be no loss of salary, benefits or years of experience for said President.

ARTICLE 18 – MEAL PERIOD

18.01 Interpretation

An uninterrupted lunch period of 55 minutes shall be provided to each teacher in the District between the hours of 11:00 a.m. and 2:00 p.m.

ARTICLE 19 – PARKING

19.01 Interpretation

Effective September 1996 the Board shall provide parking space per teacher at no charge to the teacher. This space shall include continuous adequate power from November 15th to March 31st or as needed due to climatic conditions.

ARTICLE 20 – FREEDOM FROM VIOLENCE

20.01 Interpretation

It is agreed that all employees are entitled to a working environment free from physical violence, verbal abuse or the threat of physical assault. Board Policy 1.47.01 shall apply.

ARTICLE 21 – MEDICAL – PHYSICAL PROCEDURES

21.01 Interpretation

Teachers have a duty to render medical assistance in an emergency. Except as noted previously, teachers have the right to decline to administer medication or other medical or physical procedures on a regular or predictable basis.

ARTICLE 22 – EXTRA CURRICULAR ACTIVITIES

22.01 Interpretation

Participation in extra curricular activities by teachers is voluntary.

ARTICLE 23 – EARLY LEAVING INCENTIVE PLAN

23.01 Interpretation

The Board shall offer an early leaving incentive to all teachers with ten (10) or more years of continuous employment with the District to be paid according to the following schedule:

- a. A teacher at age 52 shall receive 80% of his/her annual salary payable in 4 equal annual installments.
- b. A teacher at age 53 shall receive 65% of his/her annual salary payable in 3 equal annual installments.
- c. A teacher at age 54 shall receive 50% of his/her annual salary payable in 2 equal annual installments.
- d. A teacher at age 55 shall receive 30% of his/her annual salary payable in 2 equal annual installments.
- e. A teacher at age 56 shall receive 20% of his/her annual salary payable in 2 annual installments.

For a), b), c), d) and e) above, the teacher's age on his/her last day of employment with the District shall be used.

In all cases the first annual payment shall commence the month immediately following termination of employment with the District. Subsequent payments where applicable shall be made on the anniversary date of the first payment.

In the event of the death of a teacher who is receiving benefits under this plan, payments shall continue to be made, according to the above schedule, to his/her estate.

ARTICLE 24 – DISCIPLINE

24.01 Interpretation

No person covered by this Collective Agreement shall be disciplined without just and reasonable cause.

ARTICLE 25 – TAX RECEIPT

25.01 Interpretation

The District shall provide, upon proof by the teacher, a tax receipt for any materials purchased for the classroom or teaching assignment, to a maximum of \$500.00. Such material shall be considered as donated to the School District.

ARTICLE 26 – OBLIGATION TO ACT FAIRLY

26.01 Interpretation

In administering this collective agreement the employer shall act reasonably, fairly and in good faith, and in a manner consistent with the collective agreement as a whole and as per the Labour Relations Act.

ADDENDUM

No teacher, on staff, shall suffer a reduction or loss of basic salary or allowances by reason of the adoption of related articles in this Agreement (providing all conditions of employment remain the same). The teacher shall remain with such basic salary and allowances until his/her rate of pay is in accord with this Agreement.

MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF MYSTERY LAKE
AND
THE THOMPSON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Re: Short Term Disability Plan

Effective the Fall Term 2004, the Thompson Teachers' Association agrees to forego the 5/12th portion of the E.I. rebate currently being paid to members of the Thompson Teachers' Association in consideration of the increase in Short Term Disability benefits from 60 working days to 80 working days and 105 calendar days to 135 calendar days effective the Fall Term 2004.

The parties herewith agree that such consideration constitutes good and fair value for the E.I. rebate being waived.

The parties further agree that should the E.I. rebate program be terminated, the Short Term Disability Plan will revert to providing a benefit based on the 2003 level of 60 working days and 105 calendar days.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF MYSTERY LAKE
AND
THE THOMPSON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Re: Personal Leave with Pay

Three personal leave days with pay shall be granted to a full time teacher (a half time teacher shall be granted one and a half days' leave) upon request each school year (July 1 to June 30) for unstated personal reasons, provided that the teacher is employed by the District as at the first teaching day of the Fall Term of the year when the leave is requested.

Those full time teachers employed by the District as at the first teaching day in the Second Semester of their first year in the District shall be granted one and a half days' personal leave (half time teachers shall be granted one half day's leave) upon request for the period January – June for unstated personal reasons.

No days may be carried over from one period to another.

This agreement is subject to the present Board Policy 2.80.05 concerning Personal Leave and these conditions may be altered at any time subject to the mutual consent of the Board of Trustees and the Thompson Teachers' Association. The Superintendent of Schools may also grant this personal leave under certain circumstances beyond the general restrictions of the present policy concerning such leave.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

AND

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

Re: Retiree's Benefits – Article 9

It is understood and agreed by the parties hereto that retirees may maintain appropriate benefits, contained in the Negotiated Agreement, after retirement, if the carrier agrees. Such benefits shall be fully paid for by the individual retiree.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

AND

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

Re: School Staffing

For school staffing for September, 2005 it is planned that elementary schools will be minimally staffed by dividing total enrolment ($K = \frac{1}{2}$) by 22 and adding to this total the number of Principals and Vice Principals.

Special education teachers, instructional music, home economics and industrial arts provisions shall be in addition to the teachers provided by the above formula.

While it is the intention that the formula will serve as a guide for each elementary school, flexibility must be retained so that teachers assigned in order that the formula is retained across the elementary school system and in order that allocation relates to any particular need which may exist in any one school.

For example, in a school of 560 students ($K = \frac{1}{2}$) a staffing pattern is indicated as follows:

Sep 81 27	Sep 82 27	Sep 83 27	Sep 84 27	Sep 85 27	Sep 86 27	Sep 87 27	Sep 88 27	Sep 89 27	Sep 90 27	Sep 91 27
Sep 92 27	Sep 93 27	Sep 94 27	Sep 95 27	Sep 96 27	Sep 97 27	Sep 98 27	Sep 99 27	Sep 00 27	Sep 01 27	Sep 02 27
Sep 03 27	Sep 04 27	Sep 05 27	Sep 06 27	Sep 07 27						

The Board's intent in setting this staffing guideline is to reduce the class size at elementary schools and to provide for equal allocation of preparation time for teachers across the District.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

AND

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

Re: Sabbatical Leave 7.01

It is understood and agreed by the parties hereto that the Thompson Teachers' Association will be entitled to have one member serve on the Sabbatical Leave Selection Committee.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

AND

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

RE: Preparation Time/School Year

The parties herewith agree that the following shall apply:

- a) Within the instructional day the District shall provide a minimum of preparation time, as follows, for each full-time teacher per six (6) days cycle. Preparation time shall be scheduled in blocks of not less than thirty (30) minutes exclusive of recess:

K - 6	240 minutes
7 - 8	300 minutes
9 - 12	300 minutes

- b) Part time teachers shall be provided preparation time on a pro rated basis based on their percentage of contract.

- c) The school year shall be two hundred (200) days or such number of days as may be determined by the Minister of Education.

- d) The district shall determine the hours of opening and closing of the school day.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF MYSTERY LAKE
AND
THE THOMPSON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

RE: R.D. Parker Collegiate Timetable

The parties herewith agree that the following shall provide the basis for the determination of the teaching timetable for R.D. Parker Collegiate:

- (i) The timetable at R.D. Parker Collegiate shall be a 5 period day or a 4 period day as determined by the Board in any school year.
- (ii) When the timetable is a 4 period day, teachers shall be assigned a maximum of 3 sections of 4 sections to a maximum of 6 assigned sections of 8 sections.
- (iii) When the timetable is a 5 period day, teachers shall be assigned 3 of 5 or 4 of 5 to a maximum of 7 assigned sections of 10 sections.
- (iv) Any variation to the above assigned sections shall be with the mutual agreement of the teacher and approval by the Thompson Teachers' Association.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20 _____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

MEMORANDUM OF AGREEMENT BETWEEN
THE SCHOOL DISTRICT OF MYSTERY LAKE
AND
THE THOMPSON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Re: Northern Travel Allowance

Attention: _____
Secretary Treasurer

Dear: (Secretary-Treasurer)

Re: July 1, 2008 – June 30, 2010 Collective Bargaining Agreement

The Thompson Teachers' Association of the Manitoba Teachers' Society, the School District of Mystery Lake and Revenue Canada Taxation recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, a \$4,000.00 portion of the annual salary has been identified as northern travel allowance in the 2008-2010 collective agreement.

The Thompson Teachers' Association of the Manitoba Teachers' Society agrees to and does hereby indemnify and save the School District of Mystery Lake harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the District administering a portion of the teacher's salary as Northern Allowance and reporting the same for tax purposes to Revenue Canada.

Yours truly,

President
Thompson Teachers' Association of the MTS

MEMORANDUM OF AGREEMENT BETWEEN

THE SCHOOL DISTRICT OF MYSTERY LAKE

AND

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

Re: Sick Leave

The parties herewith agree with the following:

- a) A teacher who was under contract to the School District on January 1, 1986, or his/her estate, shall be entitled upon death or retirement to receive a lump sum payment representing a percentage of the accumulated unused sick leave credits to a maximum of 100 days based on the teacher's latest salary in effect.

e.g. $\frac{\text{Accumulated Sick Leave Credits}}{2} \left(\text{Maximum } \frac{200}{2} = 100 \text{ days} \right) \times \text{teacher's last salary rate}$

- b) A teacher shall be entitled to obtain payment under clause (a) above, if he or she has attained the age of 55 years by December 31st of that calendar year and qualifies for full pension under the Teachers' Pension Act.

In the case of a teacher whose 55th birthday occurs between July 1st and December 31st inclusive, he/she shall be entitled to the payment on the date of his or her 55th birthday, provided that notification of retirement effective June 30th is given to the Board in writing by May 31st of that year. In all other cases payment shall be made on the last teaching day in June. The lump sum payment calculation is as follows:

Years of Age	Percentage of Total Accumulated Unused Sick Days (maximum 200)	Maximum Number of Days Payable
55	25%	50
56	30%	60
57	35%	70
58	40%	80
59	45%	90
60+	50%	100

- c) In the event of the death of a teacher eligible for this benefit, prior to age 55, his/her estate shall be entitled to a lump sum payment calculated in accordance with the entitlement provided for a teacher at age 55.

Dated at the City of Thompson in the Province of Manitoba,

This _____ day of _____ 20_____

Signed and Agreed on behalf of the Thompson Teachers' Association of the Manitoba Teachers' Society,

President

Secretary

Chairperson Negotiating Committee

Signed and Agreed to on behalf of the School District of Mystery Lake,

Chairperson

Negotiating Committee Member

Superintendent/CEO

Secretary-Treasurer

Attached to and being part of the Agreement between the

SCHOOL DISTRICT OF MYSTERY LAKE

and the

THOMPSON TEACHERS' ASSOCIATION

of the
Manitoba Teachers' Society

Effective July 1, 2008.

Executed in the City of Thompson, Manitoba this day of 200 .

School District of Mystery Lake

Thompson Teachers' Association

Chairperson

President

Superintendent/CEO

Secretary

Secretary-Treasurer

Chairperson, Negotiating Committee

Negotiating Committee Member

Seal