

**2010 – 2013**  
**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**NELSON HOUSE EDUCATION AUTHORITY INC.**  
**AND**  
**NELSON HOUSE TEACHERS' ASSOCIATION**

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**ARTICLE 1.00 – PURPOSE OF AGREEMENT**

It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement") between The Nelson House Education Authority Inc., (hereinafter referred to as the "Education Authority") and the Nelson House Teachers Association (hereinafter referred to as the "Association") to promote and improve working relations between the Education Authority and the Association, to establish a salary schedule, to establish conditions of employment, and to provide a basis upon which both parties may improve the professional services rendered to the children of the Nisichawayasihk Cree Nation.

**ARTICLE 2.00 – MANAGEMENT RIGHTS**

The Association recognizes and acknowledges management rights. This Agreement in no way restricts the power and authority of the Education Authority in its capacity as an agent of the Nelson House community and the Nisichawayasihk Cree Nation, except to the extent specifically provided for in the Agreement and in The Canada Labour Code.

**ARTICLE 3.00 – BARGAINING AGENT RIGHTS**

The Education Authority recognizes the Association as the sole bargaining agent for all teachers in the employ of the Education Authority described in the Federal Bargaining Certificate issued May 24, 1983, File Number 555-1861 and in subsequent correspondence with The Canada Industrial Relations Board.

**ARTICLE 4.00 – EFFECTIVE PERIOD**

The duration of this Agreement shall be from the date of signing and shall remain in full force and effect from the 1<sup>st</sup> day of August 2010 up to and including the 31<sup>st</sup> day of July 2013, and shall remain in effect until a new Agreement is in place.

**ARTICLE 5.00 – CLASSIFICATION**

**ARTICLE 5.01 – TEACHER CLASSIFICATION**

For the purpose of this Agreement, teachers shall be classified according to Manitoba Regulations 515/88 of The Educational Administration Act, except as herein provided for in this Agreement.

Teachers will be increased one (1) increment each teaching year until they reach the grid maximum, once they have provided evidence of classification as per Article 5.04.

## **ARTICLE 5.02 – TEACHING EXPERIENCE**

Teaching experience shall be recognized in accordance with the following criteria:

Any previous teaching experience shall be recognized at the rate of one (1) increment for each full year of teaching experience. Effective August 1, 2001, experience is to be allowed as per the following:

A minimum of 180 teaching days must be completed within a teaching year for one (1) year of credit.

It is the sole responsibility of each individual teacher to provide his/her relevant documentation to the Education Authority, as required by the Certification Branch of Manitoba Education.

## **ARTICLE 5.03 – ADDITIONAL QUALIFICATIONS**

A teacher who has improved his/her qualifications shall be paid retroactive salary related to said increased qualifications effective the first day of the month following completion of the course work, provided that the teacher submits his/her verification of improved qualifications within two (2) months of obtaining the academic credit. Otherwise, the teacher's increase will take effect only after his/her verification of improved qualifications has been provided by the Department of Education, Manitoba.

## **ARTICLE 5.04 – PROOF OF CLASSIFICATION**

Any teacher who does not provide proof of classification upon the commencement of his/her employment, shall be paid a salary equivalent to Level Four (L4) with zero (0) years teaching experience until such time evidence of classification is provided. Upon proof of classification, the Education Authority shall adjust the teacher's salary accordingly, retroactive to his/her first day of employment. All evidence of experience and qualifications, as recognized by the Certification Branch of Manitoba Education must be submitted by the teacher to the Education Authority Finance Comptroller prior to June 15 of each teaching year in order to be credited in that teaching year.

## **ARTICLE 6.00 – TEACHER SALARY SCHEDULE**

### **ARTICLE 6.01 – SALARIES**

Teachers shall be paid according to the following salary schedule as negotiated from time to time between the Education Authority and the Association.

### **ARTICLE 6.02 (a) – SALARY & PAY SCHEDULE**

**PAY SCHEDULE:** August 1<sup>st</sup>, 2010 to and including July 31<sup>st</sup>, 2013.

Newly hired teachers will be paid from September to August annually. Salaries for teachers shall be based upon one twenty-sixth (1/26) of their gross salary applicable, per

pay period, commencing September 1, 2010.

See Addendum 1, pages 19-20, attached to and forming part of this Collective Agreement.

#### **ARTICLE 6.02 (b) – DAILY RATE OF PAY FOR TEACHERS**

The daily rate of pay for each teacher shall be calculated using the following formula:

$$1/N \times \text{Annual Salary}$$

N = number of teaching days in the school year as designated by the Department of Education, Manitoba.

#### **ARTICLE 6.03 – PART TIME TEACHERS**

Part time teachers shall be teachers hired on a part time basis one-quarter (1/4) time, one-half (1/2) time or three-quarter (3/4) time, and shall receive payment and benefits according to the terms of this Agreement on a pro-rata basis. In the same manner, when necessary, part time teachers shall be hired on a one-tenth (1/10th) scale, for example “.1, .2, or .3,” and so on.

Term teachers shall be teachers hired for a specific term (e.g. for a teacher who is on a Leave of Absence), and shall receive payment and benefits according to the terms of this Agreement on a pro-rata basis.

#### **ARTICLE 6.04 – SUBSTITUTE TEACHER SALARY**

For the purposes of this Agreement, a substitute teacher shall be recognized as follows:

1. Uncertified substitute teachers, those teachers not holding a valid Teaching Certificate as issued by Teacher Certification, Manitoba Education, shall be paid one hundred and ten dollars (\$110.00) per day.
2. An uncertified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined by the Department of Manitoba Education of classification level three (L3), with zero (0) years teaching experience, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.
3. A certified substitute teacher shall be a teacher who holds a valid teaching certificate as issued by Teacher Certification, Manitoba Education and shall be paid a rate of one hundred and forty dollars (\$140.00) per day.
4. A certified substitute teacher who assumes a full teaching workload and works for more than five (5) consecutive days, for the same absent teacher, in the same classroom, shall be paid at one/number of teaching days per year as defined

by the Department of Manitoba Education of the classification and level verification of that teacher, commencing on the sixth (6) consecutive teaching day in the same classroom for the same absent teacher.

#### **ARTICLE 6.05 – EXTRA CURRICULAR**

The Physical Education Teacher is responsible for coordinating and assisting as necessary with extra-curricular activities for students

#### **ARTICLE 6.06 – FIELD TRIPS**

Expenses for pre-approved field trips will be reimbursed by the Education Authority provided original receipts for such expenses are presented by that teacher to the Education Authority for reimbursement.

#### **ARTICLE 6.07 – DUTY FREE LUNCH**

Teachers will be provided with an un-interrupted forty minute lunch break.

A teacher may take part in an activity of his/her choosing during the lunch period.

#### **ARTICLE 6.08 - PREPARATION TIME**

The Nelson House Education Authority shall provide a minimum of two hundred (200) minutes of preparation time for each full time teacher per six (6) day cycle, excluding recess and the mid day intermission (lunch).

#### **Article 6.09 – EVENING & SUMMER CLASSES**

A teacher who is requested and agrees to teach in an evening or summer school classroom shall be paid at the rate of One (1) One-thousandth (1/1000th) of the annual salary of that teacher, per hour. Such payments will not be subject to pension contributions or any other benefits that provided by the Education Authority. Only mandatory deductions for CPP, EI and Income Taxes where applicable will be made.

#### **ARTICLE 7.00 – PAYMENT OF SALARY**

Salaries for teachers shall be based upon one twenty-sixth (1/26) of their gross salary applicable, per pay period, commencing with the first pay period in September or with the first pay period upon employment with the Education Authority.

Contract Year: Determined by the parameters of the Agreement

School Year

NHEA sets the official school opening and closing dates and SHALL consult with NHTA.

Teachers returning as an employee of the Education Authority following the summer

break will continue to receive their salary on a bi-weekly basis without interruption during the summer break.

Teachers beginning their employment with the Education Authority at any time after the school year has commenced will be paid on a basis determined by the amount of time remaining in the contract year. Salary payments will begin on the first pay period following those teachers' placements in the classroom and will end with the final salary payment of the contract year.

#### **ARTICLE 7.01 – PAYMENT ON TERMINATION**

If a teacher's employment is terminated by notice, the final payment to that teacher shall be adjusted so that the teacher shall receive, for that portion of the school year taught, such fraction of his/her salary for the school year as the total number of days taught is to the number of days in the current school year, and as agreed upon by the Education Authority and the Association.

#### **ARTICLE 7.02 – FORWARDING ADDRESS**

All transactions related to the event of termination shall be completed and forwarded to the teacher within ten working days, provided a forwarding address has been provided to the Education Authority by the departing teacher, to complete such transactions.

#### **ARTICLE 8.00 - PROFESSIONAL FEES**

##### **ARTICLE 8.01 - PAYMENT OF UNION DUES**

Compulsory check-off of union dues, as provided by Section 70 of The Canada Labour Code shall apply. The Association shall indicate to the Education Authority in August of each contract year, the amount of fees due to the Association and the Education Authority will make deductions in such amounts for each teacher employed under the terms of the Collective Agreement. Deductions will be made in twenty-six (26) equal installments and will commence with the first pay period in August. The Education Authority will forward to the Association each monthly installment due, not later than five (5) working days after any given pay period.

Each monthly statement shall include the name of the teacher and the amount of union dues owing by each teacher for the contract year. The formula to be used for the calculation of dues will be provided by the Association on or before June 30 for the following school year. New teacher's dues formula will also be provided at the same time.

The Education Authority expects the Association to provide a written notice of procedure as to how the dues are to be handled for each hire after the commencement of the school year.

#### **ARTICLE 9.00 – LEAVES**

## **ARTICLE 9.01 - EXECUTIVE LEAVE**

An executive representative of the NHTA who is called to attend Association business, shall be excused from his/her teaching duties on condition that a minimum of two weeks prior notice is given and shall earn his/her regular teaching salary during such day(s) of his/her absence. The maximum number of days the executive body may attend on Society business, in any one school year, shall not exceed thirty (30) days in aggregate per school year. The Education Authority will submit invoices to the Manitoba Teacher's Society for the costs of a substitute teacher during the Executive Association Member's leave.

## **ARTICLE 9.02 – CHILDCARE AND BEREAVEMENT LEAVE**

Childcare and bereavement leave shall be granted in accordance with the Canada Labour Code. Provisions for any additional leave shall be provided under Education Authority Board Policy 517.

## **ARTICLE 9.03 – LEAVE OF ABSENCE**

1. Discretionary leave of absence, without pay, may be granted, by the Education Authority, upon a written request by a teacher who has completed a minimum of five (5) consecutive years of service with the Education Authority, provided his/her request is received prior to March 31 in any contract year. Not more than two (2) members of the teaching staff shall be on a leave of absence in any one (1) contract year.
2. A teacher who is returning from a leave of absence, shall, whenever possible, be placed in the position he/she held prior to his/her commencement of the leave of absence. When that is not possible, consideration will be given to placing the returning teacher in a position that is comparable to the position previously held by that teacher.

## **ARTICLE 9.04 – FAMILY LEAVE**

The Canada Labour Code shall apply to all family leaves. The Education Authority shall provide a supplementary benefits plan, for a teacher going on family leave, sufficient to ensure that the teacher shall suffer no loss of salary or benefits during the two (2) week waiting period prior to Employment Insurance benefits becoming payable.

## **ARTICLE 9.05 – SICK LEAVE**

1. When a teacher is absent due to illness, he/she shall be entitled to be absent from work and be entitled to his/her salary during such period of illness provided that the teacher has accumulated sick leave credits available. A doctor's medical certificate shall be required for any absences that exceed three (3) teaching days. It is the responsibility of the teacher who is absent to contact his/her school principal, or the principal's designate, an hour prior to the official start of the school day.

2. Each teacher shall be credited with one and one half days (1.5) sick leave per month (September to June) with a total annual number of sick leave days not to exceed twelve (12) days sick time and three (3) days personal leave per contract year.

3. Teachers cannot use the three personal days to extend holidays.

4. A teacher may accumulate up to a maximum of one hundred (100) un-used sick leave days. A teacher will not be entitled to accumulate sick leave during any Sabbatical Leave.

5. A teacher shall be entitled to use banked sick leave to a maximum of five (5) days to attend to the medical needs of a parent, spouse/common-law spouse, child, mother-in-law, father-in-law, brother, sister, grandparent or grandchild. Additional days may be granted at the discretion of the Education Authority.

6. This Article shall become effective on September 1st, 2010, with the exception of un-used sick leave from the 2005-2010 school years, which will be carried forward to form part of the credited sick leave set out in Article 9.05.2 above. The earliest date upon which a teacher will qualify for sick leave payout will be after one (1) full year of service following the implementation date of this clause.

7. Upon a teacher's death, retirement or termination of employment, either the teacher or his/her designated beneficiary of record with the Education Authority will be entitled to receive a lump sum payment representing a percentage of un-used sick leave, to a maximum of one hundred (100) days. The lump sum payment shall be based upon the teacher's salary in his/her last year of employment.

8. Lump sum sick leave payments to a maximum of 100 days shall be set as follows:

- 18% first year
- 20% second year
- 20% third year
- 22% fourth year

9. Three (3) days of each fifteen (15) sick leave days in a teacher's contract year may be designated as "personal leave" days. All personal leave must be requested by the teacher, in writing, and approved by the principal or the principal's designate. All personal leave must be submitted for approval not less than five (5) days prior to any personal leave being taken by the teacher.

10. Effective August 1<sup>st</sup>, 2005, short term disability coverage will become effective on the sixteenth (16<sup>th</sup>) calendar day of the teacher's absence due to illness.

11. In the event Article 9 in this Agreement is deleted from any future agreement between the Association and the Education Authority, it is agreed that the Authority shall pay out banked sick days on either February 15<sup>th</sup> (for teachers resigning in November), and July 31<sup>st</sup> (for teachers resigning in April).

12. Non-Christian teachers may convert two (2) sick days per school year for official religious events.

**ARTICLE 9.06 – SABBATICAL LEAVE**

Upon having taught ten (10) consecutive years with the Education Authority, a teacher may be granted a sabbatical leave, subject to approval by the Education Authority, for the purpose of study, PROVIDED that teacher has submitted a written application for sabbatical leave prior to March 31st of the contract year in which the sabbatical leave is to be taken. Any sabbatical leave granted shall be subject to the following terms:

1. A teacher shall be granted a sabbatical leave for a period of either one (1) or two (2) years. Approval of any sabbatical leave shall be based upon the needs of the school and subject to the teacher and the Education Authority reaching mutually agreeable terms relative to the position to which the teacher shall return upon the expiration of his/her sabbatical leave.

2. Sabbatical leave payment shall be payable only for the first year of leave and shall be made to the teacher who is granted the sabbatical leave. Sabbatical leave payment shall be in lieu of any salary that would have been paid by the Education Authority to the teacher. Sabbatical leave payments shall be paid to the teacher as set out in the following payment scale:

| Years of Continuous Service | % of Salary | Years of Service Owing Following Sabbatical Leave |
|-----------------------------|-------------|---|
| 10                          | 55%         | 3   |
| 11                          | 60%         | 3   |
| 12                          | 65%         | 2   |
| 13                          | 70%         | 2   |
| 14                          | 75%         | 1   |

3. Payment of the sabbatical leave allowance shall be made in accordance with terms to be agreed upon by the teacher and the Education Authority.

4. Sabbatical Leave shall not constitute a break from employment.

5. The sabbatical leave period will not be counted towards a year or years of experience for the purpose of salary grid increments.

6. No more than one (1) teacher on staff, as of June 30 of the previous teaching year in which the sabbatical leave is to start, shall be absent on

sabbatical leave in any contract year.

7. The teacher shall agree to return to the employ of the Education Authority upon expiration of the sabbatical leave and shall undertake not to resign or retire from his/her teaching position with the Education Authority for the period of time indicated as owing and set out in Clause 2 above. If this agreement is broken by the teacher, the teacher will reimburse the Education Authority, on a pro-rata basis for all monies paid to him/her for the purposes of the sabbatical leave taken.

If this agreement is broken by the Education Authority, the returning teacher will not be required to reimburse the Education Authority for any monies paid to him/her for sabbatical leave purposes.

8. In the event of the demise of the teacher while on his/her sabbatical leave, any monies already paid to the deceased teacher will not be recovered by the Education Authority.

#### **ARTICLE 9.07 – PROFESSIONAL DEVELOPMENT FORMULA**

1. The Education Authority agrees to contribute the equivalent of one and one-half percent (1.5%) of the teacher's salaries into a Professional Development Fund for the sole purpose of the professional development of teachers. The Professional Development Committee shall administer the fund.

2. Each teacher will be advanced one (1) day's paid leave by the Education Authority. Any paid leave in excess of two (2) days may be taken from the teacher's personal leave (if available). In the event the teacher on leave does not have any personal leave available, the teacher shall be responsible for the cost of the substitute teacher.

3. The Professional Development Committee in consultation with the Director of Education shall have the ultimate responsibility and decision making authority in the administration of the professional development fund. All teachers must obtain the written permission of his/her school principal or designate for any paid leave to be taken during regular teaching days.

4. The Treasurer of the Professional Development Committee shall, in accordance with current Education Authority Policy, provide an Annual Financial Report to the Education Authority before June 30 of each school calendar year. Failure to comply will result in the delay of dues being transferred for the next school year.

#### **ARTICLE 10.00 - TEACHER DISCIPLINE**

##### **ARTICLE 10.01 – TEACHER MISCONDUCT**

Discipline for teacher misconduct and breaches of Education Authority policies, other than misconduct amounting to just and sufficient cause for immediate dismissal, shall be a

progressive form as follows:

1. First Occurrence – verbal reprimand.
2. Second Occurrence – written reprimand
3. Third Occurrence – suspension without pay
4. Fourth Occurrence – immediate discharge from duties and termination of employment.

## **ARTICLE 10.02 – JUST CAUSE**

For the purpose of this Agreement, "just and sufficient" cause for immediate termination of employment shall include:

1. Sexual abuse, assault and/or harassment of students, community members or personnel of the Education Authority;
2. An incident where the health and welfare of the school, community or personnel of the Education Authority is in question;
3. Mental incapacity resulting in the inability of the teacher to perform his/her employment duties as determined by a qualified medical professional or psychologist;
4. Insubordination which shall include, but not be limited to, a deliberate, non-compliance of a directive issued by either a teacher's principal or designate, the Director of Education or designate, or the Board of Trustees.
5. Disloyalty which shall include, but not be limited to, a deliberate contravention of the Code of Professional Ethics, Statement No. 8 which states: "A teacher does not bypass immediate authority to reach a higher authority without first exhausting the proper channels of communication". The channels of communication are understood to be as follows:

Step 1 - Speak to the fellow professional with whom a conflict may exist. Failure to reach a satisfactory conclusion may result in Step 2 below.

Step 2 - The teacher will communicate with his/her principal to request mediation. A failure to reach a satisfactory conclusion in mediation may result in Step 3 below.

Step 3 - The teacher will communicate with the Director of Education to request further mediation. A failure to reach a satisfactory conclusion in this mediation may result in Step 4 below.

Step 4 - The teacher may communicate with either a representative member of the Board of Trustees or the entire Board of Trustees to request mediation and resolution by the Board of Trustees. The decision of the Board of Trustees shall be deemed to be final.

6. Dishonesty which shall include, but not be limited to, a deliberate act of fraudulence designed to illegally advance the position of the teacher financially, or a deliberate act of fraudulence designed to avoid responsibility for any illegal act committed or libelous statement uttered during the performance of a teacher's duties.

7. Incapacity due to drugs or alcohol.

8. Incompetence.

### **ARTICLE 10.03 – GRIEVANCE PROCEDURE**

Where a teacher's employment is terminated for reason, the grievance procedure set forth in Article 11 of this Agreement shall apply, except the grievance shall be presented initially at the Education Authority level.

### **ARTICLE 11.00 – PROVISIONS FOR SETTLEMENT OF DISPUTES (GRIEVANCES)**

Any complaint, disagreement or difference of opinion which a teacher, the Association or the Education Authority may have with regard to the interpretation, application or alleged violation of the terms of this Agreement shall constitute a grievance.

1. Before any formal grievance is initiated, the griever must first attempt to solve the disagreement through discussions with the Association, then the principal and finally the Director of Education. Should these discussions not solve the disagreement, then the formal grievance can be initiated as outlined below.

2. A grievance shall be processed, with recourse, in the following manner:

- Level 1 – Immediate supervisor
- Level 2 – Director of Education
- Level 3 – School Board (Final Level)

3. The Association and the Education Authority shall have the right to consultation with respect to a grievance at each and every level of the grievance procedure.

4. A teacher may present a grievance to the first level of the procedure not later than the twenty (20) school days after the date upon which the teacher was notified either orally, in writing, or by any other means of the action or circumstances giving rise to the grievance. Throughout the twenty (20) day period, every effort will firstly be made to resolve the potential grievance using the stages of communication identified in Article 11.1 above.

5. A teacher may present a grievance at each succeeding step in the above grievance procedure beyond the first step, either:

One. where a decision or settlement is not satisfactory to the teacher, and within seven (7) school days after either a decision or settlement has been conveyed, in writing to the teacher by the Education Authority, or

Two. Where the Education Authority has not conveyed a decision to the teacher within twenty (20) school days, except as set out in Article 11.6 below, following the date upon which the Education Authority was to respond to the grievance at the previous level.

6. The Education Authority shall reply to a teacher's grievance at any level of the grievance procedure, except at the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level.

7. A teacher may, by written notice to his immediate supervisor/principal, abandon a grievance initiated by him/her.

8. A teacher may, by written notice to the Association, abandon a grievance initiated by him/her.

9. If the Association is unable to reach a settlement with the Education Authority, the grievance shall proceed to a mutually agreed upon Arbitrator for settlement.

10. If a mutual agreement is not reached by both parties as to the selection of a single Arbitrator within fifteen (15) calendar days by the time either party receives notification from the other party, then the Minister of Labour, Government of Canada shall appoint an Arbitrator. The decision of the Arbitrator as made by the Minister of Labour shall be final and shall be binding upon all parties to the grievance.

## **ARTICLE 12.00 - TERMINATION**

### **ARTICLE 12.01 – TERMINATION AND/OR RESIGNATION OF A TEACHER**

The employment of a teacher, other than a “term” teacher, may be terminated by:

1. mutual consent of the teacher and the Education Authority, or
2. written notice given by either party by November 1 for a December 31st termination, and April 15th for an end-of-school-year termination, or
3. 30 school days' notice in writing must be given by either party to the other in case of an emergency affecting either the welfare of the school or the teacher, or
4. the Education Authority, in lieu of one (1) month's notice, will pay to the terminated teacher, one (1) month's salary.

## **ARTICLE 12.02 - PROBATION**

The probationary period provides the Education Authority with the opportunity to assess the qualifications of teachers and to review the performance and suitability of the teacher for continued employment. Newly hired teachers in the bargaining unit will have a probationary period of one (1) year.

## **ARTICLE 12.03 – TERMINATION OF TEACHER AFTER PROBATIONARY PERIOD**

When a teacher has completed the probationary period and that teacher's employment is terminated by the Education Authority, the Association may require that the matter of termination of the teacher's employment be submitted to a single Arbitrator. The issue before the Arbitrator shall be whether or not the reasons given by the Education Authority constituted "just cause" for terminating the employment of the teacher. Where the Arbitrator determines that the reason given for the termination is not "just cause", it shall direct that the teacher's employment be continued in force and effect.

## **ARTICLE 12.04 – JUST CAUSE FOR TERMINATION**

Just and sufficient cause for termination shall include, but not be limited to:

1. a redundancy of a teacher due to declining enrolment, a discontinuance of a subject or program, a re-organization of the school, neglect of duty, criminal activity, gross misconduct, or job abandonment or
2. a change in a subject or program where the teacher does not have the required qualifications or experience to carry out the duties required by the position.

## **ARTICLE 13 00 - INSURANCE**

### **ARTICLE 13.01 – GROUP INSURANCE**

All teachers commencing employment with the Education Authority must participate in the Group Life Benefits Plan. This plan will commence on the December 1 of the year of hire or three months following the date of hire.

1. Life insurance shall be calculated at two (2) times the teacher's annual salary. In the case of accidental death, the "double indemnity" principle shall apply. Spousal insurance in the amount of \$10,000 and dependant's insurance in the amount of \$5,000 shall also be provided.
2. The cost of the Life Plan, Spousal Insurance and Dependand'ts Insurance shall be cost shared on a fifty-fifty (50/50) basis between the teacher and the Education Authority.
3. The cost of the Long Term Disability and the Weekly Indemnity insurance shall be paid one hundred percent (100%) by the teacher.

4. The cost of the Critical Illness Policy for Twenty-five Thousand Dollar (\$25,000.00) will be shared equally between the Education Authority and the teacher.

5. Any changes to any insurance plan shall only be made by mutual agreement between the Education Authority and the Association.

#### **ARTICLE 13.02 – DENTAL INSURANCE**

1. All teachers commencing employment with the Education Authority shall be required to participate in the Education Authority dental plan.

2. The cost of the dental plan coverage shall be paid one hundred percent (100%) by the Education Authority.

3. Any changes to the dental plan shall be made by mutual agreement between the Education Authority and the Association.

#### **ARTICLE 14.00 - PENSION PLAN**

Teachers commencing employment with the Education Authority shall be required to participate in the Education Authority's Registered Pension Plan effective the first day of hire. The rate of contributions shall be six percent (6%) from the teacher and six percent (6 %) from the Education Authority, effective January 1, 2002. The 1998 – 2000 Agreement, Clause 14.0 Pension Plan, shall remain in effect until the end of this contract.

The teacher's portion of the Pension Plan contribution shall be vested immediately upon employment of the teacher, effective April 1, 1989.

#### **ARTICLE 15.00 – EARLY RETIREMENT INCENTIVE PLAN**

The Education Authority shall offer an early retirement incentive to all teachers after completion of ten (10) years continuous employment, and subject to the number of teachers participating in the early retirement incentive plan to a maximum of three (3) retirees in any teaching year.

The teacher being offered the early retirement incentive pay will be paid according to the following schedule in the school year after the early retirement incentive pay is offered and accepted by either the Education Authority or the teacher.

#### **PAY SCHEDULE**

1. At age fifty five (55) the teacher shall receive sixty percent (60%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.

2. At age fifty six (56) the teacher shall receive fifty five percent (55%) of

his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.

3. At age fifty seven (57) the teacher shall receive fifty percent (50%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.

4. At age fifty eight (58) the teacher shall receive thirty percent (30%) of his/her annual salary, payable in four (4) equal installments on the first (1) days of July, October, January and April.

5. At age fifty nine (59) the teacher shall receive twenty percent (20%) of his/her annual salary, payable in two (2) equal installments on the first (1) day of July and October.

6. At age sixty (60) and over the teacher shall receive a lump sum payment of ten thousand dollars (\$10,000.00), payable in one installment on the 1st day of July in the year of retirement of the teacher.

*For the purposes of the early retirement incentive plan, the teacher's age shall be defined as the age of the retiring teacher on his/her last day of employment with the Education Authority.*

It is mutually agreed that any teacher who participates in the early retirement incentive plan shall Not be re-employed in a full-time capacity by the Education Authority, Unless the early retirement incentive plan payments which have been paid to the retiree have been paid back in full to the Education Authority, prior to the commencement of any re-employment.

All Early Retirement Incentive Plan applicants who are authorized by the Education Authority shall retire effective the last day of the school year.

The Education Authority shall have the sole discretion to decide between all applicants who apply for early retirement benefits under the provisions of this Clause.

In the event of the death of a teacher who has been receiving benefits under the Early Retirement Incentive Plan, payments shall continue to be made in accordance with the Pay Schedule, to the Estate of the deceased teacher.

## **ARTICLE 16.00 – STAFF MEETING**

Monthly staff meetings will be called with a minimum of twenty four (24) hours' notice.

The school day for students will be shortened to 2:30 p.m. and the staff meeting will not normally extend beyond 4:00 p.m.

Emergency staff meetings may be called on shorter notice if deemed necessary by the Administration.

**ARTICLE 17.00 – HOURS OF WORK**

The school day will be five (5) hours and thirty (30) minutes, not including the mid day intermission (lunch period).

All teachers are required to attend their school no later than 15 minutes before the start of the school day, and not leave for the day until 5 minutes after the end of the school day.

There will be four designated elementary school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.

There will be two high school teachers each day who will be required to supervise at the school 30 minutes before the start of the school day, and remain until all buses have safely loaded and have left at the end of the school day.

Scheduling of the teachers for bus duty will be done in agreement of the parties, as per the attached Letter of Understanding.

The purpose of bus duty is to ensure the safety of the children, and recognize that, should problems develop the parties will meet on a priority basis and in good faith to work towards resolving the problems -to ensure the safety of the children.

**ARTICLE 18.00 – INCIDENTAL AND EARLY CLOSURES**

This Agreement recognizes the authority of the Nelson House Education Authority to act in place of the Minister of Education for the Province of Manitoba in regards to approval of incidental school closures.

Such closures may include road conditions, and Aboriginal Veterans Day- Nov. 8, but are at the discretion of the Education Authority.

This Agreement becomes fully in force and effect as of the 1st day of August, 2010, regardless of the date upon which it was signed by the parties to this agreement.

NELSON HOUSE EDUCATION AUTHORITY INC.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

NELSON HOUSE TEACHERS' ASSOCIATION

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**THIS IS ADDENDUM 1 ATTACHED TO AND FORMING PART OF THE  
COLLECTIVE AGREEMENT**

**PAY SCHEDULE: AUGUST 1, 2010 to and including July 31, 2013**

**Class 3**

**Teaching**

**Experience**

|          | <b>2010-2011</b> | <b>2011-2012</b> | <b>2012-2013</b> |
|----------|------------------|------------------|------------------|
| <b>0</b> | <b>38662</b>     | <b>40016</b>     | <b>41216</b>     |
| <b>1</b> | <b>40299</b>     | <b>41709</b>     | <b>42960</b>     |
| <b>2</b> | <b>41942</b>     | <b>43410</b>     | <b>44713</b>     |
| <b>3</b> | <b>43580</b>     | <b>45105</b>     | <b>46458</b>     |
| <b>4</b> | <b>45210</b>     | <b>46792</b>     | <b>48196</b>     |
| <b>5</b> | <b>46853</b>     | <b>48493</b>     | <b>49948</b>     |
| <b>6</b> | <b>48483</b>     | <b>50179</b>     | <b>51685</b>     |
| <b>7</b> | <b>50125</b>     | <b>51879</b>     | <b>53436</b>     |
| <b>8</b> | <b>50999</b>     | <b>52784</b>     | <b>54367</b>     |
| <b>9</b> | <b>53388</b>     | <b>55257</b>     | <b>56915</b>     |

**Class 4**

**Teaching**

**Experience**

|           | <b>2010-2011</b> | <b>2011-2012</b> | <b>2012-2013</b> |
|-----------|------------------|------------------|------------------|
| <b>0</b>  | <b>47290</b>     | <b>48945</b>     | <b>50414</b>     |
| <b>1</b>  | <b>49775</b>     | <b>51517</b>     | <b>53063</b>     |
| <b>2</b>  | <b>52246</b>     | <b>54074</b>     | <b>55697</b>     |
| <b>3</b>  | <b>54724</b>     | <b>56639</b>     | <b>58338</b>     |
| <b>4</b>  | <b>57202</b>     | <b>59204</b>     | <b>60981</b>     |
| <b>5</b>  | <b>59679</b>     | <b>61768</b>     | <b>63621</b>     |
| <b>6</b>  | <b>62080</b>     | <b>64253</b>     | <b>66181</b>     |
| <b>7</b>  | <b>64634</b>     | <b>66896</b>     | <b>68903</b>     |
| <b>8</b>  | <b>67113</b>     | <b>69461</b>     | <b>71545</b>     |
| <b>9</b>  | <b>69591</b>     | <b>72027</b>     | <b>74188</b>     |
| <b>10</b> | <b>72063</b>     | <b>74585</b>     | <b>76823</b>     |

**Class 5**

**Teaching**

**Experience**

|          | <b>2010-2011</b> | <b>2011-2012</b> | <b>2012-2013</b> |
|----------|------------------|------------------|------------------|
| <b>0</b> | <b>50519</b>     | <b>52288</b>     | <b>53856</b>     |
| <b>1</b> | <b>53000</b>     | <b>54855</b>     | <b>56501</b>     |
| <b>2</b> | <b>55479</b>     | <b>57421</b>     | <b>59143</b>     |
| <b>3</b> | <b>57965</b>     | <b>59994</b>     | <b>61794</b>     |
| <b>4</b> | <b>60441</b>     | <b>62556</b>     | <b>64433</b>     |
| <b>5</b> | <b>62858</b>     | <b>65058</b>     | <b>67009</b>     |
| <b>6</b> | <b>65407</b>     | <b>67696</b>     | <b>69727</b>     |

|    |       |       |       |
|----|-------|-------|-------|
| 7  | 67888 | 70264 | 72372 |
| 8  | 70364 | 72827 | 75012 |
| 9  | 72375 | 74909 | 77156 |
| 10 | 75345 | 77982 | 80321 |

**Class 6  
Teaching  
Experience**

|    | 2010-2011 | 2011-2012 | 2012-2013 |
|----|-----------|-----------|-----------|
| 0  | 53186     | 55047     | 56698     |
| 1  | 55842     | 57797     | 59531     |
| 2  | 58506     | 60554     | 62371     |
| 3  | 61165     | 63306     | 65205     |
| 4  | 63825     | 66059     | 68041     |
| 5  | 66485     | 68812     | 70877     |
| 6  | 69146     | 71566     | 73713     |
| 7  | 71807     | 74321     | 76550     |
| 8  | 74484     | 77091     | 79403     |
| 9  | 77132     | 79832     | 82227     |
| 10 | 79787     | 82580     | 85057     |

**LETTER OF UNDERSTANDING  
BETWEEN  
THE NELSON HOUSE TEACHERS' ASSOCIATION  
-and-  
THE NELSON HOUSE EDUCATION AUTHORITY**

**RE: BUS DUTY**

The Nelson House Teachers' Association together with the Nelson House Education Authority recognize the common goal of ensuring the safety and well being of all students while they disembark from the school buses prior to beginning of the school day and embark on the school bus at the end of the school day. For this reason the Nelson House Teachers' Association has agreed to ensure that there will always be four (4) teachers at the Elementary School and two (2) teachers at the High School who report to work for bus duty thirty (30) minutes before the start of the school day and will remain until all school buses have safely loaded and have left at the end of the school day.

The Nelson House Teachers' Association will provide the Nelson House Education Authority with regular monthly schedules for both the Elementary School and the High School detailing which teachers will be assigned to bus duty. The Nelson House Teachers Association undertakes to provide each monthly schedule to the Nelson House Education Authority and the teachers well in advance and no less than 2 weeks before the start of each month. Such schedules will have alternates listed as well, in case those actually scheduled are absent. Should for whatever reason insufficient numbers of scheduled or alternate teachers be available on a given day, the Nelson House Teachers' Association will ensure that other teachers perform this duty.

Dated at Nelson House, Manitoba this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011

**Nelson House Teachers' Association of The Manitoba Teachers' Society**  
per:

\_\_\_\_\_  
\_\_\_\_\_

**Nelson House Education Authority**  
per:

\_\_\_\_\_  
\_\_\_\_\_