

Collective Agreement

~ between the ~



Brandon Teachers' Association
of the Manitoba Teachers' Society

~ and the ~



Brandon School Division

~ effective~

July 1, 2003 to June 30, 2007

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ARTICLE 1 – OBLIGATION TO ACT FAIRLY

- 1.01 In administering this agreement, the Division shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

ARTICLE 2 – PURPOSE

- 2.01 It is the intention and purpose of the parties concerned with this agreement to promote and improve the working relations between the Brandon School Division (hereinafter referred to as the Division) and the Brandon Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association).
- 2.02 This agreement is made pursuant to provisions of The Manitoba Public Schools Act and The Education Administration Act.

ARTICLE 3 – EFFECTIVE PERIOD

- 3.01 This agreement shall become binding and take effect as from the first (1st) day of July A.D. 2003 and shall remain in full force until the thirtieth (30th) day of June A.D. 2007 and shall, thereafter, continue in effect from year to year unless either party gives to the other party by registered mail, notice of its intention to terminate or seek amendment of this agreement. Notice shall be given by either party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry of the term of the Agreement. At such time as may be mutually agreed upon, representatives of the Association and the Division shall meet for the purpose of commencing negotiations.

ARTICLE 4 – SCOPE

- 4.01 Definition of a teacher: A teacher means a person who holds a valid teaching certificate, a limited teaching permit, or a school clinician's certificate under Manitoba Education or who is authorized by the Minister to teach in a school.
- 4.02 Scope: All teachers under contract with the Division come under the scope of this agreement.

ARTICLE 5 – SUCCESSIVE TERM CONTRACTS

- 5.01 A teacher employed by the Division on a Form 2A or Limited Term Teacher – General Contract (“term contract”) for 180 or more school days in each of successive contract years and subsequently hired on a Form 2 or Teacher – General Contract shall receive recognition of actual service and seniority from the signing date of the first of the “term contracts” with the Division, and shall be entitled retroactively to sick leave earned but not utilized.
- 5.02 a) Any teacher employed by the Division on a “term contract” for two successive full school years shall, on employment for the third consecutive school year, be signed to a regular Form 2 or Teacher – General Contract.

- b) Any teacher employed by the Division on a "term contract" for two successive full school years and not hired on a Form 2 or Teacher – General Contract in the year following shall be provided with a written statement which explains why she or he was not hired again.
- c) Notwithstanding the foregoing, should the Division expect the teacher to be employed for a period of less than three months, the Division may employ such teacher on a Form 2A or Limited Term Teacher – General Contract.

ARTICLE 6 – CLASSIFICATION

6.01 Educational Qualifications: For the purpose of the salary schedule, members of the teaching staff shall be classified according to the classification awarded to them by Manitoba Education, Professional Certification Section, with exceptions noted hereinafter.

6.02 A teacher holding a valid and subsisting special certificate for vocational industrial education, vocational agriculture, or their equivalents, or special permission from the Director of Professional Certification to teach in such an area, and assigned to teach a recognized vocational program shall be paid, in addition to the basic salary schedule, an allowance of \$1,000.00 per annum and shall be classified on the salary schedule one (1) classification above the classification allowed by Manitoba Education until such time as his/her total annual salary reaches the maximum of a class four (4) salary classification, subject to the following conditions:

Teachers being paid one (1) classification above classification allowed by the Department of Education shall receive this payment:

- a) for five (5) years from the date of commencement of employment if the holder of a teaching certificate upon commencement of employment; or
- b) for six (6) years from the date of commencement of employment if the holder of a "letter of authority" upon commencement of employment; or
- c) for seven (7) years from the date of commencement of employment if the holder of a "permit" upon commencement of employment.

All such teachers must complete, during the prescribed period of time, further educational training sufficient to raise the classification allowed by Manitoba Education to a class four (4) minimum standing. It shall be the responsibility of all such teachers during this period of time to file with the Division each September a transcript indicating courses completed to date and a statement indicating courses to be pursued in the forthcoming year. The agreement to pay the teacher one (1) classification above classification allowed by Manitoba Education shall cease:

- 1) effective January 1st immediately following the teacher's failure to register evidence of progress in educational upgrading satisfactory to the Division, unless the teacher furnishes evidence satisfactory to the Division of circumstances beyond the teacher's control; or

- 2) effective concurrently with the awarding of a class four (4) salary classification by Manitoba Education; or
- 3) effective with the expiration of the aforementioned prescribed time limits of employment based upon initial date of commencement of employment; whichever occurs first.

Experience for vocational industrial and vocational agricultural teachers or their equivalents shall be recognized as provided in Article 8.03.

6.03 Payment for Increased Qualifications: Upon completion of courses which lead to a higher classification, payment for resultant increased qualifications recognized by Manitoba Education shall be effective the first (1st) day of the month immediately following the date verified by Manitoba Education. A statement from Manitoba Education confirming a higher classification shall be provided to the Secretary-Treasurer as evidence of same and authorization for payment. The onus for providing the Division with satisfying proof of increased qualifications rests with the teacher concerned.

Article 6.03 shall be deemed to have been in full force and effect as at October 1, 1981, and to apply to all above-mentioned letters of verification received from Manitoba Education since that date.

The teacher has an obligation to act diligently and in a timely manner in seeking to have Manitoba Education recognize his/her increased qualifications. Failure to act in such a fashion will result in the increased qualifications not being recognized for pay purposes until the first (1st) day of the month immediately following the date on which the teacher provides the Division with the required statement from Manitoba Education.

ARTICLE 7 – SALARIES

7.01 Basic Salary Schedule: The basic salaries of teachers shall be according to the following schedules:

Effective the first day of the Fall Term, 2003:

YEARS EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1st	26,217	28,959	31,992	38,442	41,099	43,499	46,207
2nd	27,333	30,509	33,670	40,601	43,333	45,850	48,597
3rd	28,450	32,058	35,348	42,759	45,567	48,202	50,988
4th	29,566	33,607	37,025	44,918	47,801	50,553	53,379
5th	30,683	35,156	38,703	47,077	50,035	52,905	55,769
6th	31,799	36,705	40,381	49,236	52,269	55,256	58,160
7th	32,916	38,254	42,059	51,395	54,503	57,608	60,551
8th	34,071	39,803	43,737	53,554	56,738	59,959	62,941
9th	0	0	45,439	55,713	58,972	62,311	65,332
10th	0	0	0	57,872	61,206	64,662	67,723
11th	0	0	0	60,030	63,440	67,014	70,113

Effective the first day of the Fall Term, 2004:

YEARS EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1st	27,004	29,828	32,952	39,595	42,332	44,804	47,593
2nd	28,153	31,424	34,680	41,819	44,633	47,226	50,055
3rd	29,304	33,020	36,408	44,042	46,934	49,648	52,518
4th	30,453	34,615	38,136	46,266	49,235	52,070	54,980
5th	31,603	36,211	39,864	48,489	51,536	54,492	57,442
6th	32,753	37,806	41,592	50,713	53,837	56,914	59,905
7th	33,903	39,402	43,321	52,937	56,138	59,336	62,368
8th	35,093	40,997	45,049	55,161	58,440	61,758	64,829
9th	0	0	46,802	57,384	60,741	64,180	67,292
10th	0	0	0	59,608	63,042	66,602	69,755
11th	0	0	0	61,831	65,343	69,024	72,216

Effective the first day of the Fall Term, 2005:

YEARS EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1st	27,814	30,723	33,941	40,783	43,602	46,148	49,021
2nd	28,998	32,367	35,720	43,074	45,972	48,643	51,557
3rd	30,183	34,011	37,500	45,363	48,342	51,137	54,094
4th	31,367	35,653	39,280	47,654	50,712	53,632	56,629
5th	32,551	37,297	41,060	49,944	53,082	56,127	59,165
6th	33,736	38,940	42,840	52,234	55,452	58,621	61,702
7th	34,920	40,584	44,621	54,525	57,822	61,116	64,239
8th	36,146	42,227	46,400	56,816	60,193	63,611	66,774
9th	0	0	48,206	59,106	62,563	66,105	69,311
10th	0	0	0	61,396	64,933	68,600	71,848
11th	0	0	0	63,686	67,303	71,095	74,382

Effective the first day of the Fall Term, 2006:

YEARS EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1st	28,906	31,902	35,217	42,264	45,168	47,790	50,749
2nd	30,125	33,596	37,049	44,624	47,609	50,360	53,361
3rd	31,346	35,289	38,883	46,981	50,050	52,929	55,974
4th	32,566	36,980	40,716	49,341	52,491	55,498	58,585
5th	33,785	38,673	42,549	51,700	54,932	58,068	61,197
6th	35,006	40,366	44,383	54,059	57,373	60,637	63,811
7th	36,225	42,059	46,217	56,418	59,814	63,207	66,424
8th	37,488	43,751	48,050	58,778	62,256	65,777	69,035
9th	0	0	49,910	61,137	64,697	68,346	71,648
10th	0	0	0	63,495	67,138	70,916	74,261
11th	0	0	0	65,854	69,580	73,485	76,871

Effective January 1, 2007:

YEARS EXP.	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
1st	29,156	32,152	35,467	42,514	45,418	48,040	50,999
2nd	30,375	33,846	37,299	44,874	47,859	50,610	53,611
3rd	31,596	35,539	39,133	47,231	50,300	53,179	56,224
4th	32,816	37,230	40,966	49,591	52,741	55,748	58,835
5th	34,035	38,923	42,799	51,950	55,182	58,318	61,447
6th	35,256	40,616	44,633	54,309	57,623	60,887	64,061
7th	36,475	42,309	46,467	56,668	60,064	63,457	66,674
8th	37,738	44,001	48,300	59,028	62,506	66,027	69,285
9th	0	0	50,160	61,387	64,947	68,596	71,898
10th	0	0	0	63,745	67,388	71,166	74,511
11th	0	0	0	66,104	69,830	73,735	77,121

- 7.02 The minimum rates indicated in the basic schedule are for teachers with less than one (1) year of teaching experience before joining the Brandon School Division teaching staff. For teachers with one (1) year or more of teaching experience after certification, the minimum rates are increased according to the schedule as set forth in Article 7.01 for each year of teaching experience recognized by Manitoba Education, up to the maximum provided in each class. The onus for the accuracy of teaching experience by Manitoba Education rests with the teacher concerned.

Each teacher coming on staff with the Division shall receive from the Division a letter confirming the classification and experience of the teacher as recognized by Manitoba Education. The teacher upon receipt of the letter shall have thirty (30) teaching days to protest any alleged error or omission. A copy of the above letter shall be forwarded by the Division to the Secretary of the Association.

ARTICLE 8 – INCREMENTS

- 8.01 A teacher shall proceed from his/her initial salary by annual increments, as indicated in the basic schedule, until he/she has reached the maximum rate for his/her class or position, whichever is the higher.
- 8.02 The anniversary date for annual increments for all teachers shall be the first day of the teaching month that follows the date on which the teacher completes a year of teaching experience, equivalent to two hundred (200) days of full-time employment as recognized by Manitoba Education and Training. The pay adjustments for increments shall be made accordingly.
- 8.03 Related experience for teachers holding a special certificate in and employed in the areas of vocational industrial education, agriculture, and marketing education, effective September 01, 1974, shall be credited to such teachers on the basis of increments as follows:

one (1) increment for each of the first three (3) years of experience, and one (1) increment for each two (2) years of experience thereafter to the end of their salary classification. For purposes of this calculation, related experience shall be defined as

full years of employment in an occupation directly associated to the teaching position held or the teaching authority provided by Manitoba Education, including years served in apprenticeship or equivalent. Also, for purposes of this calculation, the number of full years shall be defined as the whole number obtained by dividing the total number of months of acceptable related experience by twelve (12). Satisfactory proof of all such experience shall be filed upon acceptance of a teaching position, and shall be subject to scrutiny by the Superintendent's office and a designated representative of the Association and approval by the School Board.

Teachers receiving increments under the provisions of this Article shall not be eligible to apply said years of experience for remuneration provided in other Articles of this agreement.

ARTICLE 9 – ALLOWANCES

9.01 Principals' Allowances: Principals shall be paid an annual administrative allowance, in addition to the basic salary schedule, based upon the following effective dates:

a) Minimum allowance:

FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
9,532	10,199	10,505	10,820

b) An additional allowance for each teacher assigned to the school over the number of ten (10) teachers.

FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
542	558	575	592

Teacher, for the purpose of this clause, shall exclude principals and vice-principals.

c) Maximum allowance:

FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
26,655	27,988	28,828	29,693

d) Principal of Alexander School:

The Principal of Alexander School shall receive an allowance equal to one-half (1/2) of the minimum principal's allowance (9.01a)).

e) This Article shall not apply to Spring Valley School.

9.02 The number of teachers assigned to a school as of October 31st shall be the basis for computation of the principal's allowance for the months of September through January, both inclusive, of that year. The number of teachers assigned to a school as of February 15th shall be the basis for computation of the principal's allowance for the months of February through August, both inclusive of that year. Principals' allowances shall be paid in accordance with Article 10.

- 9.03 Vice-Principals' Allowances: shall be an amount equal to one-half of the principal's allowance.
- 9.04 Head Teachers' Allowances: Teachers designated to act for the principal, in case of absence of the principal, shall receive an allowance of one four-hundredth (1/400th) of the principal's allowance per half day of the principal's absence.

For the purpose of this article, any period of absence of the principal that is greater than ninety (90) minutes but less than one-half (½) day shall be considered to be a half day of absence.

- 9.05 Administrators' Allowances: Administrators shall be paid an allowance, in addition to the basic salary schedule, plus two (2) annual increments for each of the second (2nd) and third (3rd) years as an administrator in the Division, or such increments may be allowed for experience as an administrator elsewhere, where such experience is acceptable to the Division, as follows, effective on the following dates:

Administrator II

YEAR	FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
1st	7,478	7,702	7,933	8,171
2nd	8,074	8,316	8,566	8,823
3rd	8,670	8,930	9,197	9,473

Administrator I

YEAR	FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
1st	9,266	9,544	9,830	10,125
2nd	9,861	10,157	10,462	10,776
3rd	10,459	10,772	11,096	11,428

Placement on scale of administrators to Administrator I or II shall be at Board discretion following consultation with the administrator being placed.

- 9.06 Consultants' Allowances: Consultants shall be paid an annual allowance, in addition to the basic salary schedule, as follows, effective on the following dates:

YEAR	FALL TERM 2003	FALL TERM 2004	FALL TERM 2005	FALL TERM 2006
1st	2,341	2,411	2,484	2,558
2nd	3,245	3,342	3,442	3,545

ARTICLE 10 – PAYMENT OF SALARY

- 10.01 Annual salaries determined in accordance with the provisions of this collective agreement shall be paid on the basis of one-twelfth (1/12th) of the annual salary payable for each month, September to August.

It is understood and agreed upon by the parties to this agreement that the July and August salary payments shall be deemed to have been earned in the immediately

preceding school year.

- 10.02 Salaries shall be paid by direct deposit in the teacher's personal account at the financial institution of his/her choice on the last teaching day of the month or last business day in the case of July and August, including the year of resignation as of June 30th. Adjustments in salary shall be made in accordance with the following clauses.
- 10.03 Teachers who commence or return to active employment following an unpaid leave of absence after the commencement of a school year shall be paid as follows:
- a) In the first month of employment, the salary shall be paid on the basis of number of teaching days remaining in the school year as a fraction of the total number of days in the current school year, as prescribed by the Minister, less the amount to be paid in the number of months remaining to August 31st next, as applicable.
 - b) For the remaining months, the salary shall be paid in accordance with the salary schedule in Article 7 in approximate equal monthly installments the last teaching day, or business day in the case of July and August, of each month remaining to August 31st next.
 - c) Thereafter, the teacher shall be paid in accordance with Article 10 – Payment of Salary.
- 10.04 If a teacher's contract shall be terminated as provided therein or if a teacher commences a leave of absence without pay before the end of a school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the total number of days in the current school year as prescribed by the Minister.
- 10.05 Adjustments in salary resulting from a change in a teacher's salary entitlement pursuant to this Agreement, excluding Article 6.03, shall be calculated and paid as follows:
- a) Number of teaching days in the current school year to the date of adjustment as a fraction of the total number of days in the current school year, as prescribed by the Minister, times the annual salary rate in effect for that period of time; plus
 - b) Number of teaching days remaining in the current school year from the date of adjustment as a fraction of the total number of days in the school year, as prescribed by the Minister, times the annual salary rate in effect for that period of time; less
 - c) The salary paid to the teacher from the beginning of the current school year to the date of adjustment.
 - d) The balance of salary payable shall be paid based on the new salary or assignment in accordance with the salary schedule in Article 7 in approximate equal monthly installments on the last teaching day, or business day in the case of July and August, for the number of months remaining to August 31st next from the date of the change with any required adjustment being made during the month of change.

- e) Thereafter, the teacher shall be paid in accordance with Article 10 - Payment of Salary.

10.06 The Division shall pay to members of the Association interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between the date one of the parties applies for interest 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 paid to each full-time teacher shall be calculated on the "average net retroactive pay" determined as hereinafter provided. Such interest shall be computed at the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date or at nine percent (9%), whichever is the lesser. Part-time teachers shall be paid interest on a prorated basis.

The "average net retroactive pay" shall be determined in accordance with the following formula:

$$A \times B = C \div D = E$$

Where:

A = 55%, being the agreed upon percentage of net retroactive pay to gross retroactive pay.

B = total gross retroactive pay.

C = net retroactive pay.

D = number of full-time-equivalent (F.T.E.) teachers receiving retroactive pay.

E = average net retroactive pay per F.T.E. teacher.

ARTICLE 11 – DEDUCTION OF MANITOBA TEACHERS' SOCIETY FEES

- 11.01 The annual provincial fees of the Manitoba Teachers' Society shall be deducted from the salary payments of every teacher employed by the Division.
- 11.02 The annual local fees of the Brandon Teachers' Association shall be deducted from the salary payments of every teacher employed by the Division.
- 11.03 The fees, both provincial and local, of every teacher shall be deducted monthly from his/her salary payments, and the Division shall pay over to the Manitoba Teachers' Society and to the Association the appropriate sums, payable not less frequently than once in each month.

ARTICLE 12 – GROUP LONG TERM DISABILITY INSURANCE

- 12.01 The Division shall administer, in accordance with the Memorandum of Agreement between the parties, The Manitoba Teachers' Society Disability Benefits Plan No. 51155 for participating employees.

The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary payments of those employees and timely remitted to the plan.

ARTICLE 13 – SICK LEAVE

- 13.01 a) A teacher shall be entitled to and shall receive sick leave without loss of salary only where the teacher is unable to perform his/her regular duties as a result of personal illness or injury.

The amendments are effective start of new term September, 2006.

- b) Teachers shall accumulate entitlement for sick leave at the rate of one (1) day of sick leave for every nine (9) days of actual teaching service, or fraction thereof, to a maximum of twenty (20) days per year, but the total sick leave which he/she shall be entitled to accumulate shall not exceed one hundred and fifteen (115) days .
- c) At the start of each school year a teacher shall be advanced twenty (20) days of sick leave toward annual entitlement, including circumstances when a teacher is unable to attend to duties at the start of the school year because of the need for sick leave, provided that the teacher is not receiving Disability Benefits, is not disabled and in the waiting period for Disability Benefits and is not on an extended leave of absence.

If a teacher terminates his/her employment with the Division the sick leave advanced but not subsequently accumulated shall be reimbursed to the Division or otherwise recovered by the Division.

Teachers employed under contract at a time other than the start of the school year shall receive a prorated advance on sick leave as hereinbefore provided.

- d) The number of days a teacher is on sick leave shall be deducted from his/her accumulated sick leave entitlement at the time of his/her returning to work. Teachers who have accumulated maximum sick leave entitlement of one hundred and fifteen (115) days under either a) or b) above and who subsequently use sick leave shall regain sick leave entitlement at the rate of (1) day of sick leave for every nine (9) days of actual teaching service after return from sick leave until the maximum entitlement of one hundred and fifteen (115) days is again accumulated.
- e) For the purposes of this Article only, any day during which the teacher is absent from school because of sickness does not constitute part of actual teaching service.
- 13.02 The parties to this agreement do hereby agree that Article 13.01 shall be deemed to have been in effect as and from January 1, 1970; that members of the Association shall not be entitled to make claim for retroactive sick leave payments for sick leave taken prior to January 1, 1975; and the Division shall be entitled to receive the full rebates due and payable under the "Employment Insurance Premium Reduction in Respect of Wage Loss Prevention Plan".

- 13.03 A teacher shall be entitled to use up to four (4) days of accumulated sick leave per school year to attend to the illness or injury or medical appointment of his or her spouse or common law partner, child, parent, sibling, step-parent or grandparent. In the case of a child, if both parents are teachers in the Division, both parents cannot access the provisions of this article concurrently.
- 13.04 Sick leave is not payable to a teacher:
- i) who, while receiving sick leave benefits from the Brandon School Division, is engaged in employment for wage or profit with another employer, except when such employment occurs as a result of a program of rehabilitative employment approved by the Disability Benefits Plan; or
 - ii) who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("M.P.I.") to the extent that such benefits and paid sick leave exceed the teacher's normal salary and up to the maximum number of sick leave days accumulated by the teacher. In such cases, the teacher shall reimburse the Division the amount of benefit received from M.P.I.
- 13.05 The Division may require teachers to produce reports from a duly qualified health care practitioner(s) on matters related to their illness and absence from the workplace.

ARTICLE 14 – MATERNITY/PARENTAL LEAVE

- 14.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- 14.02 Every teacher shall be entitled to unpaid parental leave.
- 14.03 Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- 14.04 The teacher and the Division may mutually agree to extend the length of the leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- 14.05 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 Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.
- 14.06 In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
- a) For the first two weeks, payment equivalent to ninety percent (90%) of her gross salary, and

- b) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.
- 14.07 A teacher taking adoptive 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 the leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.
- 14.08 In respect of the period of adoptive leave, payments made according to the SEB Plan will consist of the following:
- b) For the first two weeks, payment equivalent to ninety percent (90%) of his/her gross salary, and
 - c) Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of his/her gross salary.
- 14.09 Where maternity leave expires during a school term, the teacher shall be entitled to return to the same or comparable position at the commencement of the next ensuing term immediately following the expiration of such leave and, in the interim, shall be entitled to return to such position as the Superintendent may, in his/her discretion, decide, provided that she shall, in either event, be entitled to not less than the same salary and benefits received by her prior to the commencement of maternity leave.
- 14.10 For the purposes of this section, "term" means either the months of September to December or January to June, as the case may be.
- 14.11 A teacher shall have the right to two days leave where the spouse has given birth to a child or where they have adopted a child as long as that leave is taken within two weeks preceding or following the adoption or birth of that child on the understanding that the teacher taking the leave shall have deducted from their salary the cost of any substitute teacher required to take their place.

ARTICLE 15 – BEREAVEMENT LEAVE

- 15.01 In the event of the death of a teacher's spouse or partner, child or stepchild, the teacher will be allowed a leave of absence of up to seven (7) teaching days without loss of salary.
- 15.02 In the event of the death of a teacher's parent the teacher will be allowed a leave of absence of up to five (5) teaching days without loss of salary.
- 15.03 In the event of the death of a teacher's sibling(s), step-sibling(s), grandchild(ren), step-grandchild(ren), grandparent(s), parent(s)-in-law, son-in-law, or daughter-in-law, the teacher will be allowed a leave of absence of up to three (3) days without loss of salary.

- 15.04 Said days referred to in 15.01, 15.02 and 15.03 above shall be taken between the day of death and four (4) calendar days after the funeral, both days inclusive.
- 15.05 In the event of the death of a brother-in-law, sister-in-law, grandparent-in-law, uncle, spouse's uncle, aunt, spouse's aunt, nephew or niece, a teacher shall be allowed a leave of absence of up to one (1) day without loss of salary to attend the funeral.

For the purpose of this clause the definition of partner is limited to where a teacher establishes that he/she has been residing with a person of the same or opposite gender and has lived with that person in a marriage-like relationship for at least twelve (12) months, and has publicly represented that person as his/her spouse, then that person shall be deemed to be the teacher's partner.

ARTICLE 16 – JURY/WITNESS DUTY

- 16.01 A teacher who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private or personal affairs, shall be granted a leave of absence without loss of pay for the required period of absence. All jury or witness fees, excluding expense reimbursements, received by the employee shall be remitted to the Division.

The teacher shall have responsibility to provide to the Division satisfactory proof of the necessity of this absence. Absence from work shall be minimized.

ARTICLE 17 – LEAVE OF ABSENCE FOR EXECUTIVE DUTIES

- 17.01 A teacher, being a member of The Manitoba Teachers' Society Executive Committee, or the Executive Committee of any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society or of any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he/she is a member, or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of seven (7) teaching days in any school year, except that the President of the Association and/or any teacher elected to the Provincial Executive or any teacher elected to either the Disability Benefits Plan Case Management Committee or the Disability Benefits Plan Governance and Administration Board, shall be allowed a total of fifteen (15) days in any school year, provided that a substitute satisfactory to the Division can be secured and that the cost of providing such a substitute is assumed by the Society. No additional Leave of Absence beyond the stipulated number of days in a school year shall be taken for the purposes mentioned above, except with the consent of the Division. No more than twelve (12) teachers shall take such leave on any one day and no more than a total of seventy-five (75) days of such leave shall be taken during any school year by all members of the Association without the prior approval of the Division.

Time required by teachers to attend grievance or interest arbitrations within the Division shall not be counted within the aforesaid maximums.

17.02 Local Association President's Secondment

A teacher who is elected President of the Association shall be seconded from the Division on a one-half (1/2) time basis upon application of the Association. Application shall be made no later than the last teaching day of April for the following school year. Unusual or exceptional circumstances which preclude the making of the application by the last teaching day of April shall be considered by the Division.

- a) The Association shall reimburse the Division for all salary and benefit costs.
- b) A teacher who returns to active service with the Division upon completion of a secondment of no more than two years shall be placed in the same or similar position held by the teacher prior to the secondment unless there is an agreement between the teacher and the Division to do otherwise.
- c) A teacher who returns to active service with the Division after more than two years shall be placed in a position for which he/she has the qualifications and ability to perform the work.

17.03 Provincial Vice-President's or President's Secondment

On each occasion that a teacher is elected Vice-President or President of the Manitoba Teachers' Society, he/she shall apply for secondment no later than the last teaching day of April for the following school year. He or she shall be seconded for two full school years, subject to the following conditions:

- a) A teacher who wishes to return to active service with the Division at the start of the next school year shall provide written notice of that intention no later than the last teaching day in April in a given year. Unusual or exceptional circumstances which preclude the employee from providing notice by the last teaching day in April shall be considered by the Division.
- b) A teacher who returns to active service with the Division upon completion of no more than two years shall be placed in the same or similar position held by the teacher prior to the secondment unless there is an agreement between the teacher and the Division to do otherwise.
- c) A teacher who returns to active service with the Division after more than two years shall be placed in a position for which he/she has the qualifications and ability to perform the work.
- d) The Manitoba Teachers' Society shall reimburse the Division for all salary and benefit costs.

ARTICLE 18 – FREEDOM FROM VIOLENCE

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

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

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

ARTICLE 19 – TRANSFER

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

The Division shall provide to any teacher being considered for transfer an opportunity for consultation with respect to the transfer and the details of the intended assignment. The most reasonable notice possible given the circumstances shall be provided to the teacher.

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

ARTICLE 20 – PART-TIME TEACHERS

20.01 When a teaching position becomes vacant within the Division, preference shall be given to any currently employed part-time teacher who applies for the position over any applicant from outside the Division, provided the Brandon applicant has training, academic qualifications, and experience equal to those of any outside applicants or better than those of outside applicants.

20.02 When more than one part-time teacher from the Division applies for a full-time vacant position, and the teachers have the necessary training, academic qualifications and experience to fill the position, preference shall be given to the teacher having the greater seniority in accordance with Article 25 – Layoff.

ARTICLE 21 – SUBSTITUTE TEACHERS

Effective date January 1, 2007.

21.01 A substitute teacher is employed by the Division either to replace a regular teacher or fulfill an assignment which is less than twenty (20) consecutive days in duration.

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

This rate of pay shall be retroactive to the first day of the teaching assignment and shall continue in effect until the end of that specific teaching assignment. In-service days, administrative days and school closure days shall not constitute a break in the consecutive days for that specific teaching assignment.

21.03 Substitute teachers shall be paid as follows:

<u>Daily Rate (including vacation pay)</u>	
Classes 1 to 3	\$98.80
Classes 4 to 7	\$114.40

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

21.04 Manitoba Teachers' Society fees and Brandon Teachers' Association fees shall be deducted from a substitute teacher's pay.

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

21.05 A substitute teacher who has been employed for at least nine (9) consecutive days of substitute teaching in the same assignment in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulated from assignment to assignment.

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

21.06 If a substitute teacher is absent from a period of substitute teaching on account of bereavement leave granted in accordance with Board practice or policy, and that substitute teacher returns to the same substitute teaching assignment immediately following the period of bereavement, the period of leave shall not constitute an interruption of the substitute teaching assignment.

21.07 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 21 – Substitute Teachers:

- Article 1 – Obligation To Act Fairly
- Article 2 – Purpose
- Article 3 – Effective Period
- Article 4 – Scope
- Article 6 – Classification (after qualification period in Article 21.02 is achieved.)
- Article 7 – Salaries (after qualification period in Article 21.02 is achieved)
- Article 18 – Freedom from Violence
- Article 22 – Discipline
- Article 23 – Complaints against Teachers
- Article 24 – Personnel Records
- Article 27 – Lunch Period

21.08 The only matters which may be grieved under Article 29 – Disputes Concerning This Agreement by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

ARTICLE 22 – DISCIPLINE

22.01 The Association agrees that the Division has the right to suspend a teacher with or without pay for just cause. The imposition of discipline by the Board or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions.

1. Where the disciplined teacher is not satisfied that the discipline is for just cause, the Division's actions shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 29 – Disputes Concerning This Agreement.
2. When such a difference is referred to a Board of Arbitration under Article 29, the Board of Arbitration shall have the power to:
 - a) uphold the discipline
 - b) rescind the discipline
 - c) vary or modify the discipline
 - d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - e) do one or more of the things set out in subclauses (a), (b), (c) and (d) above.
3. For the purpose of this article, written warnings will not include performance assessments conducted in accordance with Division policy, its regulations and amendments made there to, except to the extent that any such assessment is used as the basis of, or in connection with, disciplinary action.

ARTICLE 23 – COMPLAINTS AGAINST TEACHERS

- 23.01
- a) When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
 - b) If these attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
 - c) Sub-sections (a) and (b) shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Division, or of a student or students, or of a teacher.
 - d) The Division and Association and their respective agents shall act fairly, reasonably and in good faith in dealing with complaints.
 - e) For the purpose of this Article, complaint shall mean an issue not related to the employer/teacher relationship.

ARTICLE 24 – PERSONNEL FILES

24.01 An employee may at a mutually agreed time review his/her personnel file after submitting a written request for such review to the Director of Human Resources or designate. The Division will have its representative present when the employee is examining his/her personnel file.

An employee shall have the right to respond in writing to any document contained in the personnel file.

Following written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. The employee will be provided with the opportunity to place his/her own comments on the assessment form up to twelve (12) working days after reviewing the assessment, and the employee will receive a duplicate copy for his/her records. For the purpose of this article working days shall be defined as those days that the Board Office is open to serve the public.

The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

ARTICLE 25 – LAY-OFF

25.01 Definitions

- a) Training - Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
- b) Academic Qualifications - Refers to the classification in which a teacher is placed by the Professional Certification Unit of Manitoba Education.
- c) Experience - The practical application of the training over a period of time with respect to the particular subject(s).

25.02 Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of employment with the Division.

25.03 Notwithstanding the foregoing, in the event of lay-off the Division shall have the right to disregard the length of employment of any teacher if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.

25.04 The Division shall maintain a seniority list showing the date upon which each employee's employment commenced and the total years of employment for the purpose of determining seniority. Such list shall be posted in each school by February 1st of each school year and a copy sent to the Association. The Association and/or the teacher

shall be permitted to protest any alleged omission or incorrect listing until February 15th of that year. In the event of an omission or incorrect listing being brought to the Division's attention after February 15th, the teacher shall have the right to correct the listing at the next scheduled posting of the list.

- 25.05 Seniority for the purposes of this agreement is defined to mean the length of continuous employment as a teacher with the Division.
- 25.06 Where teachers have the same length of continuous employment with the Division, seniority shall be determined on the basis of total teaching employment in the Division.
- 25.07 Where teachers have the same length of employment in (.05) and (.06), the seniority shall be determined on the basis of total teaching employment in Manitoba.
- 25.08 Where teachers have the same seniority as defined in (.05), (.06) and (.07) above, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- 25.09 If the length of teaching experience as defined in (.05), (.06), (.07), and (.08) above is equal, the teacher to be declared surplus shall be determined by lot.
- 25.10 A laid off teacher shall lose seniority and the rights to further consideration for continued employment (recall) for any of the following reasons:
- a) The teacher resigns;
 - b) The teacher is employed by another school division as a full-time teacher on a Form 2 or equivalent full-time contract, approved by the Minister, except those teachers who are employed full-time on such a contract for a limited term not to exceed one year;
 - c) The teacher fails to return to work after the termination of any leave granted by the Division;
 - d) The teacher is not recalled within one (1) calendar year after September 30th following the date of layoff;
 - e) The teacher's contract is terminated for cause;
 - f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and experience to perform the work in the position offered shall forfeit all right of seniority and recall subject to the exception contained in (.10)(b) hereof.

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

- 25.11 In the event of an impending lay-off, the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off. The meeting shall be held no later than the 15th day of April in any school year.

- 25.12 Notice of layoff and a copy of this article shall be given to the teacher no later than the first day of May of the school year. The teacher, within ten (10) calendar days of receiving notice of layoff, shall indicate, in writing, his/her wish to be placed on the recall list.
- 25.13 If, after layoffs have occurred and for a period of one (1) calendar year after September 30th following the date of layoff, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position first when positions become available, provided such teachers have the necessary training, academic qualifications and experience for the position available. Seniority will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications, and experience.
- 25.14 It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate within six (6) working days of the registered letter being received of his/her intent to return to work and shall be required to return to work on the date set out in the notice, which date shall not be less than fourteen (14) calendar days following such notification unless by mutual agreement.
- 25.15 A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in article (.13) above.
- 25.16 If the Board terminates the contract of a teacher because that teacher is surplus the Division shall provide the teacher with a letter to this effect.
- 25.17 Notwithstanding any other provisions of this article, the foregoing lay-off provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one year, or to teachers employed for a specific term where during that term the teacher is employed on the expressly written understanding that such teacher will not after the completion of such term be employed by the Division, provided however, no teacher shall be laid off who has been employed by the Division under a regular contract if there is a teacher employed under a Form 2A contract in a position for which the teacher with the regular contract has the necessary training, academic qualifications and experience.

ARTICLE 26 – SECURITY OF TENURE

- 26.01 Security of tenure shall be as set forth in Section 92, subsection 5, of The Public Schools Act. It is agreed that, where a teacher has security of tenure, the intention of the Board to terminate the contract of such a teacher shall be lodged with the Association and the teacher by registered mail not later than six (6) weeks prior to the end of the school term in question.

ARTICLE 27 – LUNCH PERIOD

Effective with the 1st day of the 2006 Fall Term.

27.01 Every teacher shall be entitled to an uninterrupted duty free lunch period (mid-day intermission) of sixty (60) minutes, exclusive of scheduled non-contact time, between 11:00 a.m. and 2:00 p.m. of each school day, unless the Brandon Teachers' Association on behalf of a majority of teachers in a particular school and the administration responsible for that school agree to a different arrangement.

ARTICLE 28 – CONSULTATION

28.01 A Liaison Committee shall be appointed, consisting of three (3) representatives from the Association and three (3) representatives from the Division. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. A summary of discussions will be recorded and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

ARTICLE 29 – DISPUTES CONCERNING THIS AGREEMENT

- 29.01 a) Where a violation of this Agreement is alleged by a Party to or persons bound by the Agreement or on whose behalf it was entered into, or a difference between the Parties arises relating to the content, meaning, application or violation of this Agreement, either Party shall, within thirty-five (35) teaching days of the event giving rise to the alleged violation or difference, or from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other Party in writing, stating the alleged violation or difference, and the solution(s) sought. If one of the Parties claims that this time limit imposed herein has not been complied with the Parties shall proceed to appoint an Arbitrator or Arbitration Board as hereinafter provided and, if the Arbitrator or Arbitration Board is satisfied that the irregularity with respect to the time limit has not prejudiced the Parties to the arbitration and will not affect the merits of the dispute submitted to the Arbitrator or Arbitration Board, it may, on application of any Party to the arbitration, declare that the irregularity does not affect the validity of the Arbitrator or Arbitration Board rendering a decision; and the decision of the Arbitrator or Arbitration Board shall be binding on the Parties to the arbitration and on any person affected by the decision of the Arbitrator or Arbitration Board.
- b) If there is no irregularity as provided for above, any difference which is not settled to the satisfaction of the Parties within fifteen (15) teaching days from the date when either Party notifies the other Party in writing of its desire to have the difference negotiated, shall, upon further written request of either Party, be submitted to a single-named mutually agreed upon Arbitrator or to an Arbitration Board consisting of three (3) members as herein prescribed.
- c) Each of the Parties to the dispute shall, within seven (7) teaching days of the date of the written request for the arbitration, appoint an Arbitrator to the Arbitration Board and shall notify the other Party of the appointment. These two (2) Arbitrators within a further period of seven (7) teaching days after their appointment, shall meet and select a Chairperson. Should the Arbitrators fail to agree upon a Chairperson within the required seven (7) teaching days, either Party may request the Manitoba Labour Board to appoint a Chairperson.

- d) If the Board and the Association, after the delivery of the written request to settle the dispute by arbitration and before the expiration of the seven (7) teaching day period prescribed for the selection of their respective nominees, agree that the difference shall be settled by a single-named Arbitrator, the Arbitrator so selected shall have the like authority as the Arbitration Board to make a final settlement of the difference and shall act in the place and stead of the Arbitration Board.
- e) Except as herein provided, the "Labour Relations Act" shall apply.
- f) The Division shall pay the fees and the expenses of the member chosen by it and the Association shall pay the fees and the expenses of the member chosen by it. The fees and expenses of the Chairperson shall be divided equally between the Division and the Association. If, however, the parties elect to follow the alternative procedure, the fees and expenses of the single Arbitrator shall be divided equally between the Division and the Association.
- g) The decision of the Arbitrator or Arbitration Board shall be limited to the dispute or question contained in the statement or statements submitted by the Parties, and the decision shall be limited to the interpretation of the statement or statements submitted by the Parties.

Dated at Brandon, Manitoba, this _____ day of _____ A.D. _____.

SIGNED AND AGREED on behalf of the Brandon School Division:

J. Murray, Chairperson

G. F. Barnes, Secretary-Treasurer

SIGNED AND AGREED on behalf of the Brandon Teachers' Association of the Manitoba Teachers' Society:

S. Bambridge, President

P. Buehler, Secretary

**LETTER OF UNDERSTANDING BETWEEN
BRANDON TEACHERS' ASSOCIATION**

and

BRANDON SCHOOL DIVISION

Effective Period: July 1, 2003 to June 30, 2007

REPORTS ON MATTERS RELATING TO THE ILLNESS OF TEACHERS

In regard to the clause which reads, "The Division may require teachers to produce reports from a duly qualified health care practitioner(s) on matters related to their illness and absence from the workplace," (part 13.05 of the current Collective Agreement between the Brandon Teachers' Association and the Brandon School Division), the parties agree:

- That such reports will be sought only in instances where a teacher has been subject to ongoing, chronic, or lengthy illness, with resulting ongoing, chronic, or lengthy absence from teaching duties;
- That any fees incurred in acquiring such reports will be paid by the Division.

The parties further agree that this letter of understanding shall remain in effect until such time as both parties agree to amend it or to relinquish the stated understanding.

Dated at Brandon, Manitoba, this _____ day of _____ A.D. _____.

SIGNED AND AGREED on behalf of the Brandon School Division:

J. Murray, Chairperson

G. F. Barnes, Secretary-Treasurer

SIGNED AND AGREED on behalf of the Brandon Teachers' Association of the Manitoba Teachers' Society:

S. Bambridge, President

P. Buehler, Secretary