

**Excerpt From**

***Pembina Trails Teachers' Association Collective Agreement  
July 1, 2010 to June 30, 2014***

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

**3.9 Substitute Teachers**

The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.9, Substitute Teachers.

a) Rates

The Board may increase substitute rates at its discretion to such rates, for such periods of time and in such circumstances as the Board deems reasonable. In no case, however, may substitutes be paid at a rate below the following schedule:

Class 1-3 Daily Rates:

<b>Sept. 1, 2010</b>	<b>Mar. 1, 2011</b>	<b>Sept.1, 2011</b>	<b>Sept.1, 2012</b>	<b>Sept.1, 2013</b>
\$134	\$136	\$139	\$142	\$145

Class 4-7 Daily Rates:

<b>Sept. 1, 2010</b>	<b>Mar. 1, 2011</b>	<b>Sept.1, 2011</b>	<b>Sept.1, 2012</b>	<b>Sept.1, 2013</b>
\$159	\$161	\$164	\$167	\$170

The foregoing daily substitute rates are inclusive of vacation pay.

Substitute rates shall be as per Article 3.9 (a) or (b) whichever is the greater.

With the exception of substitute payments being made pursuant to paragraph (b), retroactive substitute payments pursuant to paragraph (a), which would arise as a result of a new Collective Agreement being concluded, in any year, shall not be paid where the gross amount of such retroactive payment is less than \$10.00.

b) Extended Substitution

Commencement of the sixth (6<sup>th</sup>) consecutive day of substituting as a substitute in one classroom, or for one teacher, shall constitute an extended substitute teaching assignment and the following shall apply:

## **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

### **3.9 Substitute Teachers (continued)**

- i) Upon commencement of the sixth (6<sup>th</sup>) consecutive day of substitution in one classroom, or for one teacher, that substitute shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 2, retroactively to the first day of such service. Substitute teachers pursuant to this paragraph shall not be paid at a rate higher than that provided for at the maximum salary of Class 5.
- ii) In-service days, administration days or days when the Division closes a school during the regular school year shall not be deemed to interrupt the consecutive service of a substitute teacher for purposes of determining status as an extended substitute.
- iii) Such period of extended substitution shall not be deemed to be interrupted when replacing a part-time teacher who is scheduled to work on non-consecutive days. When the extended substitution is for a part-time teacher, the provisions of Article 3.8 (a) shall apply. Article 3.8 (b) shall not apply.
- iv) A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment. The use of a sick leave day shall not constitute an interruption of the extended substitute teaching assignment.
- v) When a substitute teacher suffers an on-job injury and is absent from work as a result of that injury, the Board shall continue to pay the salary of that substitute teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work as a consequence of the on-job injury shall not be charged against the accumulated sick leave balance.

Entitlement to accrued sick leave or on-the-job injury entitlement ceases upon the last day prior to the return of the teacher being replaced in the assignment.

- c) The Division shall reimburse each substitute teacher the same allowance normally received by the teacher being replaced for travel between an assignment involving two or more schools or work sites within the Division's jurisdiction.

## **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

### **3.9 Substitute Teachers (continued)**

- d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- e) A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute's original assignment, and when such alternative assignment is not available shall be paid a half (1/2) day's pay at the applicable rate in lieu.
- f) Manitoba Teachers' Society fees and Pembina Trails Teachers' Association fees shall be deducted from a substitute teacher's monthly 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 The Manitoba Teachers' Society fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

- g) Pay cheques relating to salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the twentieth day of the following calendar month.
- h) In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid what they would have earned if the school had not closed. In the event of such occurrence, a substitute may, at the discretion of the Division, be reassigned to another location.
- i) The only matters that may be grieved under the Settlement of Differences Article 4.10 by a substitute teacher or the Association on behalf of the substitute teacher are the provisions of Article 3.9, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.
- j) In addition to Article 3.9, the following articles of the Collective Agreement shall apply to substitutes:

Article 1.1	Purpose
Article 1.2	Per Diem
Article 1.3	Effective Period
Article 3.1	Salary Schedule
Article 4.1	Harassment
Article 4.2	Freedom From Violence

Article 4.3	Discipline
Article 4.5	Complaints
Article 4.8	Personnel Records
Article 4.11	Non-Discrimination
Article 5.2	Extra-Curricular Activities
Article 5.3	Lunch Period