

SCHEDULE C

Regular Teacher — Winnipeg School Division

THIS AGREEMENT is made on _____, 20 .

BETWEEN:

The Winnipeg School Division

("Division")

AND

_____ ; being the holder of certificate #: _____

("the teacher")

1 The Division employs the teacher and the teacher accepts employment with the Division beginning on _____.

2 The teacher will be employed *[strike out the clause that does not apply]*

(a) full-time; or

(b) part-time, for the following portion of full-time employment:

_____.

3 The teacher agrees to carry out the teaching assignment and other duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules.

4 The Division agrees to pay the teacher at the times, and in accordance with the salary schedules, set out in the collective agreement. But in December and June, payments will be made only after the teacher provides certified half-yearly returns and other reports.

5 The parties agree that:

(a) the teacher is not required to work on days that are holidays – or subject to the collective agreement, vacations – as set out in the *School Days, Hours and Vacations Regulation*, Manitoba Regulation 101/95,

(b) if absent due to an illness that is certified in accordance with the collective agreement by a duly qualified medical practitioner or by the teacher, the teacher is entitled to receive his or her salary, without deduction, for the period specified in the sick leave provisions of the collective agreement or in the Acts and regulations of Manitoba.

6 If, immediately before entering into this agreement, a teacher has taught for the Division under a Limited Term Teacher – Winnipeg School Division agreement for two full consecutive years, that period is deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under this agreement.

Unless the collective agreement provides a shorter period, for the purposes of this clause, a teacher is considered to have completed a full year of service if he or she has taught full-time or part-time under a single Limited Term Teacher agreement from the first teaching day of a fall term to the last teaching day of the next following spring term.

7 Clause 6 does not apply to a teacher who holds a limited teaching permit.

8 This agreement continues in force, and is deemed to be renewed from year to year, until it is terminated. This agreement is terminated

(a) when the teacher and the Division agree to terminate it;

(b) when the teacher ceases to hold a certificate;

(c) on December 31 or June 30, if one party gives the other written notice, with reasons if requested, at least two months in advance;

(d) if either party gives the other two month's written notice, in the case of an emergency affecting the welfare of the Division or the teacher; but in this case the Division may pay the teacher two month's salary instead of giving written notice.

9 The Code of Rules forms part of this agreement.

10 In this agreement,

"certificate" means a teaching certificate or a clinician certificate issued by the Minister of Education, Citizenship and Youth; (« brevet »)

"Code of Rules" means the Code of Rules of the Division, as agreed to in the collective agreement; (« code de règles »)

"collective agreement" means the collective agreement between the Division and The Winnipeg Teachers' Association of The Manitoba Teachers' Society that is in effect during the term of this agreement. (« convention collective »)

SIGNED:

Chair

Teacher

Secretary-Treasurer

Witness to teacher's signature

Note: The Division's seal is required, and this agreement is to be delivered as set out in subsection 92(2) of *The Public Schools Act*.

Clinicians

If this agreement is between the Division and a clinician,

(a) all references to "teacher" are to be read as references to "clinician", and all references to "taught" are to be read as references to "served"; and

(b) clause 3 is to be read as follows:

The clinician agrees to carry out the duties he or she is assigned by the Division or its Superintendent, diligently, faithfully and in accordance with the Acts and regulations of Manitoba and the Code of Rules and his or her professional responsibilities.