

AGREEMENT BETWEEN
THE WESTERN SCHOOL DIVISION
AND
THE WESTERN TEACHERS' ASSOCIATION
OF THE
MANITOBA TEACHERS' SOCIETY

This agreement is made and entered into
this 30th day of April, 2021

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized cursive 'JF', and the second is a stylized cursive 'SD'.

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Except as otherwise stated any changes to be effective date of ratification by the Board.

DEFINITIONS:

“Department”, for the purposes of the collective agreement, means the Provincial Government’s Department of Education and Training.

“Per Diem Rate” means the applicable teacher’s annual salary divided by the number of school days in a school year as defined by the Minister responsible for Education.

ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties, the Western School Division (hereinafter referred to as the Division) and the Western Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association) to:

- A. provide the educational services rendered to the students and the taxpayers of the Division;
- B. promote and improve the working relations between the Division and the Association;
- C. establish a salary schedule and other conditions of employment.

ARTICLE 2 - EFFECTIVE PERIOD

This collective agreement shall come into force and take effect as of the 1st day of July, 2018, and shall remain in force until the 30th day of June, 2022, and shall automatically renew itself unless either party gives the other written notice, by registered mail, of a desire to terminate or amend the Agreement, such notice to be given not more than ninety (90) days and not less than thirty (30) days next preceding the date of expiry of the term of the collective agreement. It is agreed that, in such an event, the parties shall meet to commence negotiations within fifteen (15) days of receipt of notice or such further period as the parties may mutually agree. The parties shall make every reasonable effort to conclude a new or amended Agreement.

ARTICLE 3 - SALARIES

3:01 - Classification

- A. For the purpose of the salary schedule, teachers shall be classified according to the salary classification issued by The Professional Certification Section of the Administration and Professional Certification Branch of the Department. Except as may be otherwise provided herein, for the purpose of this agreement the corresponding classification shall be as follows:
 - Class 3
 - Class 4
 - Class 5
 - Class 6
 - Class 7



- B. Classification of vocational industrial arts teachers shall be determined by the Department. Where the Department's classification is Class 3 or less, including a Limited Teaching Permit, the vocational industrial arts teacher shall be placed in Class 3.

3:02 - Change in Salary Classification

Any teacher who improves his or her academic or professional qualifications which will place him or her in a higher classification, during any part of the year, shall be paid according to those improved qualifications. Such increases in salary shall become effective at the beginning of the term following fulfillment of the requirements raising him or her to the next class. That is, a teacher completing a university year at summer school shall be paid for the newly completed year from the opening of school in September of that year provided that said teacher files, with the Secretary of the Division, satisfactory evidence of his or her improved qualifications before November 30th, or by February 28th if the change is to be effective January 1st. Satisfactory evidence is defined as a written statement from the teacher subject to a statement of confirmation from the Professional Certification Section of the Administration and Professional Certification Branch of the Department.

3:03 - Unspecified Qualification

- A. If the Division creates a new teacher position that falls within the bargaining unit but is not covered under the collective agreement, and if the requirements are different than the Department's classification system and the provisions in Art. 3.04 – Basic Salary Schedule and Article 3:07 – Annual Increments, the parties will negotiate the salary for the position.

If the Board determines that the position is to receive an allowance, the parties will negotiate an allowance for the position.

- B. The parties will make all reasonable efforts to negotiate the salary prior to offering the position to a prospective candidate.

3:04 Basic Salary Schedule

Year 1: September 2018 (2018-19)						\$2,736 Annual Benefit Premium	
<u>Years Experience</u>	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0			45,592	54,131	57,786	60,537	64,628
1			48,322	57,513	61,323	64,243	68,263
2			51,066	60,904	64,876	67,966	71,988
3			53,805	64,298	68,430	71,695	75,720
4			56,566	67,699	72,002	75,436	79,457
5			59,334	71,122	75,576	79,188	83,208
6			62,097	74,544	79,173	82,948	86,969
7			64,882	77,984	82,771	86,725	90,746
8				81,435	86,380	90,505	94,525
9				85,394	90,405	94,728	98,322



Year 2: September 2019 (2019-20)

**\$2,652 Annual
Benefit Premium**

<u>Years Experience</u>	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0			46,353	55,011	58,717	61,507	65,655
1			49,121	58,440	62,304	65,265	69,341
2			51,903	61,879	65,907	69,040	73,118
3			54,681	65,320	69,510	72,821	76,902
4			57,480	68,769	73,132	76,614	80,692
5			60,287	72,240	76,756	80,419	84,495
6			63,089	75,710	80,404	84,232	88,309
7			65,913	79,198	84,052	88,061	92,139
8				82,697	87,712	91,894	95,971
9				86,712	91,793	96,176	99,821

Year 3: September 2020 (2020-21)

**\$2,604 Annual
Benefit Premium**

<u>Years Experience</u>	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0			46,646	55,347	59,072	61,876	66,045
1			49,428	58,793	62,677	65,653	69,749
2			52,224	62,250	66,298	69,446	73,545
3			55,016	65,708	69,919	73,246	77,348
4			57,829	69,174	73,559	77,058	81,157
5			60,650	72,662	77,201	80,882	84,979
6			63,466	76,150	80,867	84,714	88,812
7			66,304	79,655	84,534	88,563	92,661
8				83,172	88,212	92,415	96,512
9				87,207	92,313	96,718	100,381

Year 4: September 2021 (2021-22) COLA*

1st day of the fall term of 2021 - To be provided at a later date once COLA and dental premiums are available.

**COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

On or before November 1 of each year, each teacher shall be provided with a statement outlining the salary placement of the teacher effective at the commencement of that school year. The teacher shall have twenty (20) teaching days from the date of receipt of the statement to inform the Division in writing of any errors in the statement of placement.

3:05 - Part-Time Teachers

- A. A part time teacher is defined as a teacher who is employed on a regular part-time basis in one position.
- B. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall move to the next higher step of the schedule on September 1 or January 1 next, whichever comes first.
- C. Payment shall be on a pro-rata basis.
- D. Part-time teachers shall participate in school activities during the regular school day when requested by the employer. Part-time teachers shall receive the per diem or portion thereof for time spent over and above their regularly scheduled teaching time during the school day.

3:06 - Substitute Teachers

- A. Substitute teacher means a teacher employed on a day-to-day basis.
- B. Substitute teachers shall not be eligible for wages, benefits or rights under this collective agreement except as may be specifically covered in this article.
- C. The following articles of the Collective Agreement apply to substitute teachers:

Definitions	
Article 1	Purpose
Article 2	Effective Period
Article 3:02	Change In Salary Classification
Article 3:04	Basic Salary Schedule (Information purposes only)
Article 3:08 A)	Allowance For Past Experience
Article 3:10 II A)	Payment Of Salary
Article 3:11	Interest on Retroactive Pay
Article 10	Provision For Settlement of Disputes
Article 4:03	Deduction For Leave of Absence
Article 13	Work Environment
Article 14	Meal Period Supervision

- D. A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment. Sick leave days shall not accumulate from assignment to assignment. The use of a sick day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment. Assignment shall mean consecutive teaching days in one (1) position.
- E. The only matters which may be grieved under Article 10 – Provision For Settlement of Disputes 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.

- F. Effective the date of signing, teachers without a degree shall be paid \$121.94 per day including vacation pay. Teachers with a degree shall be paid at the rate of \$154.18 per day including vacation pay.

Effective First Day Fall Term 2021: substitute rates shall increase by COLA*

**COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

- G. Any qualified teacher filling one position on staff for a continuous period of five (5) days or longer as a substitute teacher shall be paid according to his or her qualifications and experience according to the salary scale beginning with the sixth (6th) day of teaching in the same position. However, if the duration of the substitution is known to be beyond twenty-five (25) calendar days, because of the nature of the absence, the substitute teacher will be paid the per diem of his/her classification according to his/her qualifications and experience, beginning on the first day of teaching; except that no substitute teacher shall receive a salary rate higher than the maximum salary provided for a Class 5 teacher. Substitution days cannot be accumulated from one assignment to another.

- H. Manitoba Teachers' Society fees shall be deducted from a substitute teacher's pay in accordance with the guidelines established by the Manitoba Teachers' Society.

Western Teachers' Association fees shall be deducted and remitted from a substitute's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.

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 Manitoba Teachers' Society fees or Western Teachers' Association fees.

3:07 - Annual Increments

- A. Teachers shall proceed from their basic salary by increments as indicated in Article 3:04 for each year of service in the Division.
- B. Annual increments shall become effective on September 1st next following provided the anniversary date of employment falls between the commencement of the fall term and December 31st and on January 1st next following provided the anniversary date of employment falls between January 1st and June 30th.

3:08 - Allowance for Past Experience

- A. Teachers coming on staff shall receive credit for years of experience as recognized by The Professional Certification Section of the Administration and Professional Certification Branch of the Department.

- B. Vocational industrial arts teachers shall be credited one (1) increment per year for each of the first three (3) years, and one(1) increment per year each two (2) years thereafter, to a maximum of 6 increments, for practical experience verified by the Division in the particular field of expertise.

In subsequent years, the vocational industrial arts teacher shall receive increments in accordance with the provisions of Article 3.07 of the collective agreement.

3:09 - Special Duties

The Division, with the agreement of the Association, may pay a teacher for special duties a salary higher than that called for by the schedule.

3:10 - Payment of Salary

The salary of a teacher shall be paid according to the following:

I. Basic Entitlement

The amount of salary earned during the school year by a teacher shall be determined by taking, as a fraction, the total number of teaching days a teacher is employed in each of the fall and spring terms over the total number of teaching days in the fall and spring terms as prescribed by the Minister of Education, multiplied by the salary rates in effect during the fall and spring term and aggregated.

II. Method of Payment

- A) Salary payments shall be made by direct deposit on or before the twenty-fifth day of each month or on the last teaching day before a break, whichever is sooner but no earlier than the twentieth day of the month.
- B) Salaries of a teacher employed as of the first teaching day of the school year shall be paid in twelve (12) equal monthly instalments, with the July and August deposits made at the end of June. For calculation purposes, the school year salary shall be deemed to be defined as the fall term representing 40%, and the spring term as 60% of the salary rates in effect.
- C) Salaries of a teacher commencing employment after the first teaching day of the school year shall be paid in instalments calculated as follows:
- i) In the first month of employment, the salary shall be paid in the fraction of the salary rate in effect as the number of days employed in that month is of the total number of days prescribed by the Minister for the school year.
 - ii) Thereafter, the monthly instalments shall be determined by dividing the salary entitlement for the balance of the school year, by the number of months remaining to August 31st next.
- D) A teacher employed for a specific term of less than a school year, shall be paid monthly in approximately equal instalments. Any and all adjustments will be made on the final payment.

- E) When by reason of changes in the terms of this agreement the salary of a teacher is changed, the new salary shall be paid in the month following the date of signing of the agreement and any retroactive adjustments shall be included in the salary pay for that month.

III. Final Payments

Where a teacher leaves the employ of the Board during the course of the school year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed such fraction of the salary for the whole school year as the number of teaching days employed is of the number of days prescribed by the Minister for that school year.

3:11 - Interest on Retroactive Pay

The Division shall pay, to members of the Association, interest on the net amount of any retroactive pay based on the average salary in the Division which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment.

The interest shall be computed at the lesser of 7% or the rate paid in a regular savings account at the Division's financial institution on the date of signing.

The parties agree to waive interest on retroactive pay for this collective agreement.

ARTICLE 4 - LEAVE

4:01 - Leave of Absence for Executive Duties

- A. A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or being appointed an official representative or delegate of the Society to attend a meeting of the committee of which he or she is a member, or to act as a representative or delegate of the Society or of any branch thereof in a matter of Society business requiring absence from school, shall have the right to attend such meeting and shall be excused from school duties for either purpose or both purposes for not more than a total of six (6) teaching days in any school year, provided that a substitute satisfactory to the Division can be secured. The Division is to pay the substitute teacher and bill the Manitoba Teachers' Society for the cost of a substitute. No additional leave of absence beyond six (6) days for any individual in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division. In all cases the teacher shall notify the Division thereof prior to taking such a leave.
- B. No teacher who is entitled to leave under this article shall be allowed to take leave on parent teacher days, professional development days, administrative days, days before or after Christmas or spring break unless the Division has expressly given consent to do so by the Superintendent.

4:02 - Compassionate Leave

Each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding five (5) days in any one school year for each case of death or serious illness of father, mother, child, spouse, and common law partner.

Each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding four (4) days in any one school year for each case of death or serious illness of sister, brother, grandparents, father in-law, mother in-law, sister in-law, brother in-law, son in-law, daughter in-law, and grandchildren.

Each teacher shall be allowed compassionate leave without loss of salary of up to one (1) day for grandparents of spouse, aunt, uncle, niece or nephew.

In all cases the teacher concerned shall notify the Division prior to taking such a leave.

4:03 - Deduction For Leave Of Absence

In all cases of absence other than those covered by this Agreement, the Board, upon the request of the teacher, will consider the request and at its discretion identify the terms under which such leave may be taken.

At the discretion of the Board the teacher shall:

(a) receive full pay, or (b) be deducted the per diem rate of his/her regular salary, or (c) be deducted 1/240th of his/her regular salary, or (d) pay cost of the substitute.

4:04 - Sick Leave

- A. It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform his/her regular duties as a result of illness or injury.

Teachers in the employ of the Division shall commence each school year with twenty (20) sick leave days, provided they have worked one full day in the new school year, plus all previously unused sick leave subject to a maximum accumulation as outlined below. Subject to Subsection B of this article, such leave shall not exceed twenty (20) teaching days in any school year.

- B. Where the employment of a teacher is continued for more than one (1) year, the unused portion of sick leave in any year shall be carried forward and accumulated from year to year to a maximum of:

40 teaching days in the second year;
60 teaching days in the third year;
80 teaching days in the fourth year;
100 teaching days in the fifth year,
120 teaching days in the sixth year.

Effective Date of Signing of this Agreement, 130 teaching days in the seventh and subsequent years.

Any teacher hired other than at the beginning of the school year shall be entitled to a fraction of the twenty (20) day sick leave equal to the fraction of the remaining year.

Any teacher returning from sick leave and starting a new school year other than at the start of the new school year, shall be entitled to a fraction of the twenty (20) day sick leave equal to the fraction of the remaining year.

- C. A teacher does not accumulate sick leave days while on sick leave.

- D. Teachers employed on a part-time basis who have a contract with the Division, shall be granted sick leave with pay pro-rated based on full-time equivalents.
- E. Sick leave shall not continue to accrue while on any leave of absence without pay.
- F. A teacher shall be required to furnish a medical certificate when requested by the Division.
- G. It is agreed that the 5/12 share of the Employment Insurance premium rebate shall be returned to the Association on or before February 28.
- H. The Western Teachers Association and teachers shall be notified by the end of September of each year the total accumulated sick leave entitlement of each teacher.

4:05 - Sick Leave for Family

Each teacher is permitted to use up to 5 days sick leave per year to attend to family related medical issues.

- A. This leave is for serious medical issues for members of the teacher's immediate family. Immediate Family is defined as spouse, common law partner, child, parents, and any other relative permanently residing with the teacher. In extraordinary circumstances, the Board may consider requests for Family Sick Leave for other relatives on a case by case basis. Teachers should use local services where possible and arrange appointment times that would minimize their absence.
- B. This leave is non cumulative from one school year to the next school year.
- C. This leave is pro-rated for part-time teachers.
- D. A doctor's certificate may be requested.

4:06 - Maternity/Parental Leave

- A. Every teacher shall be entitled to maternity/parental leave after seven (7) months of service.
- B. The conditions of maternity/parental leave shall be determined by the teacher and the Division to their mutual satisfaction.
- C. Following satisfactory agreement, the Division shall provide the teacher with a written memo of agreement.
- D. Maternity/parental leave shall not constitute a break in employment.
- E. At the termination of the maternity/parental leave the teacher shall be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position without less than the same salary and benefits.
- F. Supplemental Employment Benefits Plan

Maternity or Parental leaves shall be in accordance with the Employment Standards Code of the Province of Manitoba.

Top-Up Benefits

(a) Effective July 1, 2017 a teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary (gross salary means the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.

(b) Effective July 1, 2017 the Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:

(1) if the teacher's one (1) week or five (5) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to eighty (80) teaching days of Maternity Leave Top-Up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

(2) if the teacher's one (1) week or five (5) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

(3) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

(1) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;

(2) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;

(3) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

unless the teacher takes a shorter period of maternity leave or parental/adoptive leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payments made by the Division for maternity leave may extend into the period of time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

c) Non-Application

This article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the Division.

4:07 - Leave for Jury and Witness Duty

All employees covered by the collective agreement will be granted leave without deduction of salary for court appearances if the employee is subpoenaed to be a witness or summoned for jury duty in a court of law; provided, (a) the employee shall remit to the Division all monies received (less monies received for meals, transportation and lodging) because of an appearance in a court of law; and, (b) that the court action is not against Western School Division. Any time during normal school hours that the employee is not required to be in a court of law he shall make himself available for school duty.

4:08 - Leave for Graduation/Convocation

A teacher may be absent from school without loss of salary for one day in any school year to attend his/her own graduation/ convocation. A teacher may be absent from school without loss of salary for one day to attend the graduation of his/her child or spouse / common law partner from Grade 12 and/or a post secondary institution.

4:09 - Personal Leave

With reasonable notice to the Superintendent and subject to the availability of a suitable substitute teacher, teachers will be granted personal leave of two (2) teaching days per school year at no deduction of salary. Teachers may not take this leave on any teacher in-service, parent-teacher day, administrative day(s) or pupil evaluation days as designated by the School Division or School.

4:10 – Major Religious Holy Days

A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of salary for major religious holy days observed by the teacher and designated as a day of obligation by the teacher's religion.

Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or Designate.

The following notification period shall apply:

i) teachers on staff requiring religious holy leaves during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th. Teachers employed after September 30th shall provide written notice within ten (10) calendar days of their commencement of employment;

ii) in instances where religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days;

iii) where the appropriate notice has not been given religious holy day's leave will be provided and the teacher's regular salary will be deducted 1/200ths of the salary for that day.

The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 5 - ADMINISTRATIVE ALLOWANCES

5:01 - Principals

All principals shall receive an allowance for supervisory and administrative duties over and above the basic salary schedule according to the following formula based on student enrolment as of September 30 of the previous year:

Effective September 2018,

School Size:

<200 students	\$9,526
201-350:	\$16,225
351-500:	\$22,504
501-650:	\$28,785
651+:	\$35,065

Effective September 2019,

School Size:

<200 students	\$9,659
201-350:	\$16,452
351-500:	\$22,819
501-650:	\$29,188
651+:	\$35,556

Effective September 2020,

School Size:

<200 students	\$9,707
201-350:	\$16,534
351-500:	\$22,933
501-650:	\$29,334
651+:	\$35,734

Effective September 2021 Administrative Allowances shall increase by COLA*

**COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

5:02 - Vice-Principals

All Vice-Principals shall receive an allowance for supervisory and administrative duties over and above the salary schedule.

This allowance shall be dependent on the time spent on administrative duties throughout the school day according to the following schedule:

To receive 50% of the Principal's Allowance	The Vice-Principal must perform administrative duties for 60 – 100% of the school day.
To receive 45% of the Principal's Allowance	The Vice-Principal must perform administrative duties for 40 – 59% of the school day.
To receive 35% of the Principal's Allowance	The Vice-principal must perform administrative duties for 10 – 39% of the school day.

5:03 – Student Services Administrator

The Student Services Administrator shall receive an allowance paid over twelve (12) months for the school year as follows:

- For 2018/2019: \$9,708
- For 2019/2020: \$9,844
- For 2020/2021: \$9,893

Effective September 2021 Student Services Administrator Allowance shall increase by COLA*

**COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

5:04 – Acting Principal

Where a teacher is appointed by the superintendent to act as acting principal in the absence of the principal or where the principal and vice-principal are both absent at the same time, an allowance shall be paid to that teacher at a rate of \$25.00 for each half day.

ARTICLE 6 - INSURANCE

6:01 - Long Term Disability Insurance

The Division shall administer the Manitoba Teachers' Society Disability Benefits Plan 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 and timely remitted to the plan.

6:02 - Group Life Insurance Plan

- A. The Division shall administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.

- B. Unless otherwise excluded, the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque for all participants in the plan.
- C. All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan.

6.03 – Manitoba Public School Employees Dental and Extended Health Benefits Plan

- A. The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), (MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (*collateral agreement*).
- B. All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental Plan and EHB Plan(s) shall be required to participate in the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.
- C. The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.
- D. The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each employee will be the monthly rate for family coverage (that is, entitlement to coverage for an employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s)). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
 - i. An Employee with only one dependant (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only;
 - ii. An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and EHB Plan(s) to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only;
 - iii. An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 7 - SHORT TERM DISABILITY PLAN

Effective September 2016

- A. The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.

- B. All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- C. Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- D. The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) Deducting premiums from the teachers;
 - ii) Enrolling newly hired eligible teachers in the Plan;
 - iii) Completing a premium statement to accompany premium remittances;
 - iv) Distributing plan information to teachers from time to time;
 - v) Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.
- E. Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- F. The Association shall indemnify and save 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 premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- G. The Association will continue to receive 5/12 of the EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

ARTICLE 8 – PREPARATION TIME

- A. The Division will provide a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle per full time teacher teaching grades K – 8.
- B. The Division will provide preparation time for grades 9 – 12 as per the Letter of Understanding Re: Preparation Time for Morden Collegiate Institute.
- C. Part time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.
- D. Teachers will remain in the school building during these periods unless on a school based activity approved by school administration.

ARTICLE 9 - DEDUCTION OF FEES

9:01 - M.T.S. Fees

The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given written notice to the Division prior to September 15th that he or she is not a member of the Manitoba Teachers' Society. The fees shall be deducted in ten (10) instalments per annum from the

teacher's salary and forwarded to the Manitoba Teachers' Society by the Secretary-Treasurer each month.

9:02 - Western Teachers' Association Fees

Unless the Division Office is notified by an employee before September 15, all employees shall have WESTTA fees deducted from their October and February cheques and remitted to the Association's treasurer. The Association will notify the Division of the amount of fees to be deducted in September of each year.

ARTICLE 10 - PROVISION FOR SETTLEMENT OF DISPUTES

Where there is a dispute between the parties to or persons bound by the Agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within thirty-five (35) teaching days of the event giving rise to the dispute or alleged violation, or within thirty-five (35) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

If the dispute is not settled within ten (10) teaching days from the date when the Association takes the matter up with the Board or the Board notifies the Association in writing of its desire to have the difference negotiated, the dispute shall, upon the written request of either party, be submitted to an arbitrator or an Arbitration board as herein prescribed.

Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one member, ready, willing, and able to serve on the Arbitration Board, and the two members so selected shall, within a further period of ten (10) teaching days nominate the chairperson, ready, willing, and able to serve in the capacity of the chairperson of the Arbitration Board. In the event of the failure of the two first mentioned members of the Board to agree upon the selection of a chairperson the matter shall be referred by them to the Manitoba Labour Board who shall choose a chairperson.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply with the necessary changes in points of detail, to the single arbitrator. Except as herein provided the Labour Relations Act shall apply.

ARTICLE 11 – LAY OFF CLAUSE

Where it is determined by the Board 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 Board shall identify those teachers to be laid off after taking into account the special subject, programs and administrative needs of the Board, according to the procedures set out below.

- A. For the purpose of identifying the teachers to be laid off the Board shall give first consideration to seniority provided that the teacher has the qualifications, training or experience for a specific teaching assignment.
- B. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay off, if such teacher does not have the necessary training, academic qualifications or ability for a specific teaching assignment.

- C. Notwithstanding Article 12, seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience beginning with the first teaching day within the Division on a current Form 2 or Teacher General or equivalent full time contract.
- D. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- E. Where teachers have the same seniority as defined in (C) and (D), the order of seniority shall be determined on the basis of total verified teaching experience in Manitoba.
- F. Where teachers have the same length of continuous teaching experience as defined in (D), and (E), and (F) the order of seniority shall be determined on the basis of total teaching experience verified by The Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.
- G. If the length of continuous teaching experience as defined in (D), and (E), and (F), and (G) is equal, the teacher to be declared surplus shall be determined by the Board.
- H. A teacher will retain and accrue seniority if absent from work because of:
- i. illness or accident up to the maximum sick leave days accumulated under the provisions of the Collective Agreement;
 - ii. sabbatical leave
 - iii. maternity leave under the provisions of an agreement between the teacher and Board.
- I. A teacher shall retain but not accrue seniority if the teacher is:
- i. laid off for a period of time less than that set out in clause J (d) thereof;
 - ii. absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
 - iii. absent from work because of an approved leave of absence. In the event of leave of absence, which the Board determines to be beneficial to the Division, a teacher shall accrue seniority.
- J. A teacher shall lose seniority for any of the following reasons:
- i. the teacher resigns.
 - ii. the teacher is employed by another school board as a full time teacher on a Form 2 or Teacher General or equivalent full time contract, approved by the Minister; except a teacher who is employed full time on such a contract for a limited term not to exceed one full year;
 - iii. the teacher fails to return to work after the termination of any leave granted by the Board;
 - iv. the teacher is not recalled within one (1) calendar year after September 30th following the date of lay off;
 - v. the teacher's contract is terminated for cause;
 - vi. the teacher is on the recall list and refuses to accept a position which becomes available pursuant to Clause N for which the teacher has the necessary training, academic qualifications, or ability to perform the work in the position offered.

- K. Definitions
- i. Training – Instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - ii. Academic Qualifications – Refers to the classification in which the teacher is placed by The Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education and Training.
 - iii. Experience – The practical application of the training over a period of time with respect to the particular subject or subjects.
- L. In the event of an impending lay off, the Board 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 and with a copy of the seniority list. Teachers shall have ten (10) teaching days to protest in writing to the board any alleged omission or incorrect listings on the seniority list.
- M. Notice of lay off shall be given to the teacher no later than the first day of May for the period ending June 30th, and no later than the first day of December for the period ending January 31st. 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.
- N. If after layoffs have occurred, and for a period of one calendar year after the 30th day of September following the date of lay off, positions become available; teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, provided such teachers have the necessary training, academic qualifications or experience for the positions available. Seniority with the Board will be used to determine the order in which laid off teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications or experience.
- O. 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. A teacher who is recalled from lay off shall be required to indicate within six (6) working days of registration 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.
- P. A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in Clause O hereof.
- Q. If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide the teacher with a letter to this effect.
- R. Notwithstanding any other provision of this Agreement, the foregone lay off provisions shall not apply to the teachers continuously employed under contract for an aggregate of less than ten (10) teaching months of paid service; provided however that no teacher who has been employed by the Board for more than an aggregate of ten (10) teaching months of paid service under contract shall be laid off, where teachers with less than an aggregate of ten (10) teaching months of paid service under contract have not been laid off, having regard to the necessary training, academic qualifications or experience required for the specific teaching assignment of such teacher continuously employed by the Division for less than an aggregate of ten (10) teaching months of paid service.

ARTICLE 12 – TERM CONTRACTS

A teacher who has been employed full or part time with the Division under a continuous Teacher Limited Term Contract (previously Form 2A) and who subsequently is employed under a Teacher General Contract shall be entitled to seniority retroactively to the beginning of their first continuous Teacher Limited Term Contract (previously Form 2A).

For the purpose of this clause, a continuous Teacher Limited Term Contract (previously Form 2A) will be employment with the division under the Teacher Limited Term Contract (previously Form 2A) where there has been no break in service between one Teacher Limited Term Contract (previously Form 2A) and another Teacher Limited Term Contract (previously Form 2A) or Teacher General Contract. For further clarity, the summer, winter and spring breaks do not constitute a break in service provided that the teacher has a summer, winter or spring break and a Teacher Limited Term Contract (previously Form 2A) or Teacher General Contract is in force and effect the first teaching day following that summer, winter or spring break.

ARTICLE 13 – WORK ENVIRONMENT

The Division and the Association recognize the rights of all employees as governed by Province of Manitoba Human Rights legislation and agree to live up to standards as set forth in the Human Rights Code.

ARTICLE 14 – MEAL PERIOD SUPERVISION

Except in cases of emergencies, or in unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period each school day. This meal period shall be the lesser of 55 minutes or 5 minutes less than the mid-day intermission given to students at their school. Designated teaching staff will be on call on the premises during this meal period to deal with emergencies or unforeseen similar circumstances.

ARTICLE 15 - EXTRA-CURRICULAR

“Extra-Curricular Activities” means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside of the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, committee work, in-service sessions, marking and setting examinations, Christmas or Spring Concerts, or marking school assignments.

A teacher who participates in extra-curricular activities shall be entitled to a paid leave of absence of one (1) day per fifty (50) hours up to a maximum of two (2) days per school year. Any teacher who has accumulated sufficient hours to qualify for two (2) days leave shall take these leave days before the end of that school year or by the last teaching day of January in the following school year. A part time teacher shall be entitled to the equivalent time off as that of a full time teacher. This leave may not be taken in conjunction with any other leave or break unless authorized by the superintendent. Extra-curricular leave shall not be used on parent teacher days, professional development days, or administrative days.


An extra-curricular activity is an activity that has received prior approval from the school principal.

In areas where a question arises regarding whether an activity would qualify under this clause, the school principal will consult with the Superintendent.

The number of teachers taking Extra Curricular Leave in any one school on the same day is limited to ten percent (10%) of the total teaching staff in the school.

Dated at Morden, Manitoba, this 30th day of April, 2021.

Signed and agreed to on behalf of the Western School Division



Chairperson

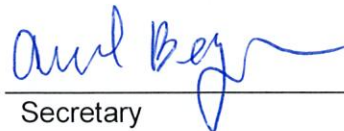


Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.



President



Secretary

LETTER OF UNDERSTANDING

Between

The Western School Division
&
The Western Teachers' Association

RE: RRTVA COORDINATOR ALLOWANCE

The RRTVA Coordinator allowance shall be the RRTVA Director Allowance amount less 25%. The new Coordinator allowance will be effective September 2015.

September 2018: \$9,332
September 2019: \$9,463
September 2020: \$9,510

Effective September 2021 Administrative Allowances shall increase by COLA*

**COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the 12 month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

Dated at Morden, Manitoba, this 30th day of April, 2021

Signed and agreed to on behalf of Western School Division



Chairperson



Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.



President



Secretary

LETTER OF UNDERSTANDING

Between

The Western School Division
&
The Western Teachers' Association

RE: ARTICLE 3:09 SPECIAL DUTIES & ADULT EDUCATION STUDENTS

For the purposes of Article 3:09–Special Duties, the Western School Division Board agrees to apply the following formula to Article 5:01–Principals as part of the administrative allowance calculation to the Principal who is responsible for the Morden Adult Education Centre:

Adult education students shall be included in the student count at the rate of 0.5 students for each six credits for the school year as at June 30 of the previous year.

Dated at Morden, Manitoba, this 30th day of April, 2021

Signed and agreed to on behalf of Western School Division



Chairperson




Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.



President



Secretary

LETTER OF UNDERSTANDING

Between

The Western School Division
&
The Western Teachers' Association


(To Be Outside of the Collective Agreement)

RE: PREPARATION TIME

That the distinct nature of the arrangement at the MCI where preparation time was increased in return for teaching eight out of ten courses on a five period semester is recognized, and it is understood that the return to a four-period semester would result in a return to the average preparation time that the K – 8 teachers in the School Division have.

Dated at Morden, Manitoba, this 30th day of April, 2021

Signed and agreed to on behalf of Western School Division



Chairperson



Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.



President



Secretary

LETTER OF UNDERSTANDING

Between

The Western School Division
&
The Western Teachers' Association

RE: EMPLOYER TOP-UP PROVISIONS

The parties agree that for subsequent collective agreements between the parties in 2008 and beyond, should two or more school divisions (at least one metro division) and local teacher associations in Manitoba agree to return to work provisions in any maternity or adoptive leave articles that includes an employer top-up provision, the following language will be inserted into the respective article in the Western School Division - Western Teachers' Association agreement:

Any teacher who receives top-up paid by the Division must sign an agreement with the Division that the teacher will return to work and remain in the employ of the Division on a full time basis, or at the same percentage they were working prior to the leave or other arrangements made by mutual agreement between the Board and the teacher, for at least the equivalent of the period of time that the teacher was away on leave with top-up following their return to work. Should a teacher fail to return to work for reasons other than death, lay-off or long-term disability, the teacher will be indebted to the Division for an amount determined as follows:


(allowance received) X (remaining period to be worked following return to work)

[total period to be worked]

The parties may mutually agree to amend or terminate this letter's application and/or attachment to the collective agreement during future rounds of collective bargaining.

Dated at Morden, Manitoba, this 30th day of April, 2021

Signed and agreed to on behalf of Western School Division



Chairperson



Secretary-Treasurer

Signed and Agreed to on behalf of the Western Teachers' Association of the Manitoba Teachers' Society.



President



Secretary

THIS AUXILIARY AGREEMENT made as of the 30th day of April, 2021

BETWEEN:

WESTERN SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

**WESTERN TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY,**
(hereinafter referred to as the "Association")

WHEREAS pursuant to a certain collective agreement dated April 30th 2021, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan; and
- The Manitoba Public School Employees Dental & Extended Health Benefits Plan.

The Division has agreed to participate in these plans subject to the terms of administration and cost sharing, as determined by the conditions of entry stipulated by each individual plan.

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2018/19, 2019/20, 2020/21 school years which follow:

STEP	Effective September 1, 2018 (1.6%)				
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 48,328	\$ 56,867	\$ 60,522	\$ 63,273	\$ 67,364
1	\$ 51,058	\$ 60,249	\$ 64,059	\$ 66,979	\$ 70,999
2	\$ 53,802	\$ 63,640	\$ 67,612	\$ 70,702	\$ 74,724
3	\$ 56,541	\$ 67,034	\$ 71,166	\$ 74,431	\$ 78,456
4	\$ 59,302	\$ 70,435	\$ 74,738	\$ 78,172	\$ 82,193
5	\$ 62,070	\$ 73,858	\$ 78,312	\$ 81,924	\$ 85,944
6	\$ 64,833	\$ 77,280	\$ 81,909	\$ 85,684	\$ 89,705
7	\$ 67,618	\$ 80,720	\$ 85,507	\$ 89,461	\$ 93,482
8		\$ 84,171	\$ 89,116	\$ 93,241	\$ 97,261
9		\$ 88,130	\$ 93,141	\$ 97,464	\$ 101,058

STEP	Effective September 1, 2019 (1.4%)				
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 49,005	\$ 57,663	\$ 61,369	\$ 64,159	\$ 68,307
1	\$ 51,773	\$ 61,092	\$ 64,956	\$ 67,917	\$ 71,993
2	\$ 54,555	\$ 64,531	\$ 68,559	\$ 71,692	\$ 75,770
3	\$ 57,333	\$ 67,972	\$ 72,162	\$ 75,473	\$ 79,554
4	\$ 60,132	\$ 71,421	\$ 75,784	\$ 79,266	\$ 83,344
5	\$ 62,939	\$ 74,892	\$ 79,408	\$ 83,071	\$ 87,147
6	\$ 65,741	\$ 78,362	\$ 83,056	\$ 86,884	\$ 90,961
7	\$ 68,565	\$ 81,850	\$ 86,704	\$ 90,713	\$ 94,791
8		\$ 85,349	\$ 90,364	\$ 94,546	\$ 98,623
9		\$ 89,364	\$ 94,445	\$ 98,828	\$ 102,473

STEP	Effective September 1, 2020 (0.5%)				
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 49,250	\$ 57,951	\$ 61,676	\$ 64,480	\$ 68,649
1	\$ 52,032	\$ 61,397	\$ 65,281	\$ 68,257	\$ 72,353
2	\$ 54,828	\$ 64,854	\$ 68,902	\$ 72,050	\$ 76,149
3	\$ 57,620	\$ 68,312	\$ 72,523	\$ 75,850	\$ 79,952
4	\$ 60,433	\$ 71,778	\$ 76,163	\$ 79,662	\$ 83,761
5	\$ 63,254	\$ 75,266	\$ 79,805	\$ 83,486	\$ 87,583
6	\$ 66,070	\$ 78,754	\$ 83,471	\$ 87,318	\$ 91,416
7	\$ 68,908	\$ 82,259	\$ 87,138	\$ 91,167	\$ 95,265
8		\$ 85,776	\$ 90,816	\$ 95,019	\$ 99,116
9		\$ 89,811	\$ 94,917	\$ 99,322	\$ 102,985

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:


1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated April 30th, 2021.

CONCURRING SIGNATORIES

Dated at Morden, Manitoba this 30th day of April, 2021.

Signed and agreed on behalf of the Division:



Chairperson




Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Secretary

THIS COLLATERAL AGREEMENT made this 30th day of April, 2021

BETWEEN:

THE WESTERN SCHOOL DIVISION
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE WESTERN TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY**
(hereinafter referred to as the "*Association*")

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated April 30th 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits Trust (the "*Trust*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association, the Manitoba Teachers' Society and the Trust, the Trust is responsible for the formulation, implementation and operation of the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September 2018, the Division shall pay monthly \$104.00 on behalf of each Employee in respect of the Dental plan and/or \$124.00 on behalf of each Employee in respect of the Extended Health plan, said \$104.00 and \$124.00 being the monthly rates for family coverage under each plan.

Subject to paragraph (b) which follows, for September 2019, the Division shall pay monthly \$95.00 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each Employee in respect of the Extended Health plan, said \$95.00 and \$126.00 being the monthly rates for family coverage under each plan.

Subject to paragraph (b) which follows, for September 2020, the Division shall pay monthly \$86.00 on behalf of each Employee in respect of the Dental plan and/or \$131.00 on behalf of each Employee in respect of the Extended Health plan, said \$86.00 and \$131.00 being the monthly rates for family coverage under each plan.

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
 - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
- 5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
 - 6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
 - 7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

**WESTERN SCHOOL DIVISION
Unit 4, 75 Thornhill Street
Morden MB R6M 1P2**

To the Association:

**WESTERN TEACHERS' ASSOCIATION
460 9th Street North
Morden MB R6M 1M5**

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

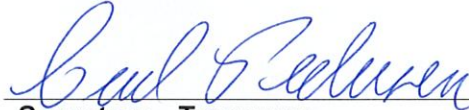
- 8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
- 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

THE WESTERN SCHOOL DIVISION



Chairperson



Secretary - Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.

THE WESTERN TEACHERS' ASSOCIATION



President



Secretary

LETTER OF AGREEMENT
Manitoba Public School Employees Dental and Extended Health Plan

Between

The Western School Division

and

The Western Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept. 2018, 2019, and 2020 Salary grid net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated April 30th 2021 for the members of the Western Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

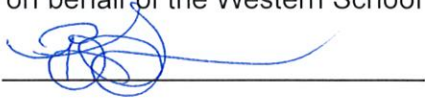
STEP	EFFECTIVE SEPTEMBER 2018		Premium: \$2736		
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 45,592	\$ 54,131	\$ 57,786	\$ 60,537	\$ 64,628
1	\$ 48,322	\$ 57,513	\$ 61,323	\$ 64,243	\$ 68,263
2	\$ 51,066	\$ 60,904	\$ 64,876	\$ 67,966	\$ 71,988
3	\$ 53,805	\$ 64,298	\$ 68,430	\$ 71,695	\$ 75,720
4	\$ 56,566	\$ 67,699	\$ 72,002	\$ 75,436	\$ 79,457
5	\$ 59,334	\$ 71,122	\$ 75,576	\$ 79,188	\$ 83,208
6	\$ 62,097	\$ 74,544	\$ 79,173	\$ 82,948	\$ 86,969
7	\$ 64,882	\$ 77,984	\$ 82,771	\$ 86,725	\$ 90,746
8		\$ 81,435	\$ 86,380	\$ 90,505	\$ 94,525
9		\$ 85,394	\$ 90,405	\$ 94,728	\$ 98,322

STEP	EFFECTIVE SEPTEMBER 2019		Premium: \$2652		
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 46,353	\$ 55,011	\$ 58,717	\$ 61,507	\$ 65,655
1	\$ 49,121	\$ 58,440	\$ 62,304	\$ 65,265	\$ 69,341
2	\$ 51,903	\$ 61,879	\$ 65,907	\$ 69,040	\$ 73,118
3	\$ 54,681	\$ 65,320	\$ 69,510	\$ 72,821	\$ 76,902
4	\$ 57,480	\$ 68,769	\$ 73,132	\$ 76,614	\$ 80,692
5	\$ 60,287	\$ 72,240	\$ 76,756	\$ 80,419	\$ 84,495
6	\$ 63,089	\$ 75,710	\$ 80,404	\$ 84,232	\$ 88,309
7	\$ 65,913	\$ 79,198	\$ 84,052	\$ 88,061	\$ 92,139
8		\$ 82,697	\$ 87,712	\$ 91,894	\$ 95,971
9		\$ 86,712	\$ 91,793	\$ 96,176	\$ 99,821

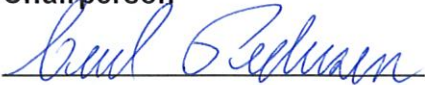
STEP	EFFECTIVE SEPTEMBER 2020		Premium: \$2604		
	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 46,646	\$ 55,347	\$ 59,072	\$ 61,876	\$ 66,045
1	\$ 49,428	\$ 58,793	\$ 62,677	\$ 65,653	\$ 69,749
2	\$ 52,224	\$ 62,250	\$ 66,298	\$ 69,446	\$ 73,545
3	\$ 55,016	\$ 65,708	\$ 69,919	\$ 73,246	\$ 77,348
4	\$ 57,829	\$ 69,174	\$ 73,559	\$ 77,058	\$ 81,157
5	\$ 60,650	\$ 72,662	\$ 77,201	\$ 80,882	\$ 84,979
6	\$ 63,466	\$ 76,150	\$ 80,867	\$ 84,714	\$ 88,812
7	\$ 66,304	\$ 79,655	\$ 84,534	\$ 88,563	\$ 92,661
8		\$ 83,172	\$ 88,212	\$ 92,415	\$ 96,512
9		\$ 87,207	\$ 92,313	\$ 96,718	\$ 100,381

Dated at Morden, Manitoba this 30th day of April, 2021

Signed on behalf of the Western School Division:



Chairperson



Secretary – Treasurer

Signed on behalf of the Western Teachers' Association:



President



Secretary