AGREEMENT

BETWEEN

KELSEY SCHOOL DIVISION

AND

KELSEY TEACHERS’ ASSOCIATION
OF THE
MANITOBA TEACHERS’ SOCIETY

JULY 1, 2014 - JUNE 30, 2018
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AGREEMENT BETWEEN
Kelsey School Division
and the
Kelsey Teachers' Association
of
The Manitoba Teachers' Society

ARTICLE 1: PURPOSE
1.01 This agreement is by and between the Kelsey School Division (hereinafter referred to as the Board) and the Kelsey Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association).

1.02 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association, to establish a salary schedule and to establish other conditions of work resulting from the operation of said schedule, and to provide a basis for both parties to improve the professional service rendered to the taxpayers and the school children of the Kelsey School Division.

1.03 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act, the Education Administration Act and the Department of Education and Training Act, and is entered into the 12 day of January 2016.

1.04 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.

1.05 Definition
Per Diem: Whenever used in this Collective Agreement per diem shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year.

ARTICLE 2: EFFECTIVE PERIOD
This agreement shall come into force and take effect from the first day of July, 2014, and shall remain in force to June 30, 2018. Thereafter, it shall remain in force unless either party gives the other written notice by registered mail on or before April 30, 2018.

ARTICLE 3: SALARY CLASSIFICATION
3.01 (a) (i) Educational Qualifications
For the purpose of the salary schedule, members of the teaching staff shall be paid according to the classification awarded to them by Manitoba Education, except as otherwise indicated in the agreement.
Teachers with unverified qualifications and years of experience shall be paid at Class 4 with zero years experience until such time as the teacher's qualifications and experience are certified by the Department of Education, Province of Manitoba. Full retroactive payment shall be made upon receipt by the Division from the Department of Educations of verification of the teacher's qualifications and experience.

3.01(b)

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Fall Term 2016 - 2% - Scale to be Determined

Fall Term 2017 - 1.5% - Scale to be Determined

January 1, 2018 – 1.5% - Scale to be Determined
3.02 **Increments**

Effective first day of Fall Term 2004:

(i) Teachers shall receive annual increments as indicated in the Salary Schedule to maximum salary. The anniversary dates for 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.

(ii) Teachers employed under contract on a part-time basis shall:

a) be paid according to their qualifications as established in Article 3.01 (a);

b) be paid on a rate based on the fraction of the time employed.

The service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher’s accumulated service equals the equivalent of one full year or more as recognized by Manitoba Education that teacher shall be reclassified to the next higher step of the schedule on the first day of the teaching month following such accumulation.

**ARTICLE 3.03 - Allowance for Additional Qualifications**

(a) All Class I, II, and III teachers shall be paid the allowance for additional qualifications which shall be effective from the first day of the month following which evidence is filed with the Secretary Treasurer that such additional qualifications have been obtained. The exception to this is evidence submitted in September or October. The allowance, here, is paid retroactive to September 1st of the last year submitted.

(b) In respect of all other teachers, the present mobility on the salary grid will apply if:

(i) Prior to commencing upon a program leading to increased qualifications, the teacher gives notice to the Division of his/her intention to do so, and

(ii) The Division does not within sixty (60) days of receipt of such notice, advise the teacher in writing that in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.

(iii) If the teacher does not so notify the Division, or if after the teacher has notified the Division, the Division advises the teacher as aforesaid, the teacher’s mobility on the salary scale shall be to the higher classification for which the teacher has qualified at the step on the scale nearest to but not less than the rate of pay prior to the improved qualifications.

(c) In coming to a conclusion that the improved qualification would not be of benefit to the educational needs of the Division, the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

(d) The allowance for additional qualifications shall be paid to a teacher effective from the first day of the month following which evidence is filed with the Secretary Treasurer that such additional qualifications have been obtained. The exception to this is evidence submitted in September or October. The allowance here is paid retroactive to September 1st of the year in which evidence is filed with the Secretary Treasurer.
Effective January 1st, 1986, teachers entering the Division shall be placed on the salary schedule in accordance with their qualifications as recognized by the Certification and Records Branch of the Department of Education.

(i) If the teacher has not changed his/her academic classification since January 1, 1986, he/she should be credited with the additional years of experience gained since that time in order to determine the salary to be paid him/her upon commencing employment with the Division.

(ii) If the teacher has changed his/her academic classification since January 1, 1986, the salary to be paid him/her upon commencing employment with the Division shall be determined as if the teacher had been teaching in the Division at the time of reclassification in accordance with the provisions of this article.

(iii) A permit teacher shall be paid $500.00 below the class the teacher would be in if the said teacher had professional training.

(iv) In the event that a conflict arises between this clause and any other clause in the collective agreement, this clause shall be deemed to modify the other clause or clauses.

3.04 Method of Salary Payment

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 over the total number of teaching days as prescribed by the Minister of Education multiplied by the annual salary. The total salary paid for July and August shall be equal to the difference between the annual salary earned during the school year and all amounts said during the school year.

Method of Payment

(i) All salaries will be calculated on a monthly basis but paid in twenty-four (24) approximately equal semi-monthly payments on the 15th and on or before the last day of each month.

   Each month end pay stub shall indicate the total deductions taken for that month.

(ii) Direct Deposit - the Division shall deposit the entire net pay of each teacher directly into one designated account of the financial institution of the teacher’s choice. It shall be the responsibility of the teacher to notify the Division in writing of any changes in their chosen financial institution.

(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 over the number of days prescribed by the Minister for that school year.
Allowances

(a) An allowance of:

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be paid to resource teachers and teachers whose primary function is to teach children with special needs.

Such teachers who are in possession of a Letter of Certification from the Department of Education and Training (Special Education Branch) shall be paid:

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(b) The allowance for the work education coordinator shall be:

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excluding any other allowances in this clause and this allowance shall include expense.

(c) The student services coordinator will receive an allowance of:

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3.06 Administrative Allowances

a) Principal and Assistant Principal Allowance

i) The Principal and Assistant Principal shall be paid an allowance in addition to the basic schedule.

ii) The allowance will be calculated based on the number of years of experience as Principal in Kelsey School Division.

iii) Three or more years experience in the position of Assistant Principal in Kelsey School Division shall place an administrator at the second year of the experience scale upon first being promoted to Principal.
iv) Assistant Principals with less than three years experience as an Assistant Principal with the School Division shall be placed at the 1st year of the experience scale upon first being promoted to a Principal.

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<td>2nd year</td>
<td>$19,416.00</td>
<td>$9,708.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$20,165.00</td>
<td>$10,083.00</td>
</tr>
<tr>
<td><strong>Senior Years Schools</strong></td>
<td>1st year</td>
<td>$21,658.00</td>
<td>$10,829.00</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>$23,004.00</td>
<td>$11,502.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$24,356.00</td>
<td>$12,178.00</td>
</tr>
<tr>
<td><strong>Early and Middle Years</strong></td>
<td>1st year</td>
<td>$19,041.00</td>
<td>$9,521.00</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>$19,804.00</td>
<td>$9,902.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$20,568.00</td>
<td>$10,284.00</td>
</tr>
<tr>
<td><strong>Senior Years Schools</strong></td>
<td>1st year</td>
<td>$22,091.00</td>
<td>$11,046.00</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>$23,464.00</td>
<td>$11,732.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$24,843.00</td>
<td>$12,422.00</td>
</tr>
<tr>
<td><strong>Early and Middle Years</strong></td>
<td>1st year</td>
<td>$19,422.00</td>
<td>$9,711.00</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>$20,200.00</td>
<td>$10,100.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$20,979.00</td>
<td>$10,490.00</td>
</tr>
<tr>
<td><strong>Senior Years Schools</strong></td>
<td>1st year</td>
<td>$22,533.00</td>
<td>$11,287.00</td>
</tr>
<tr>
<td></td>
<td>2nd year</td>
<td>$23,933.00</td>
<td>$11,907.00</td>
</tr>
<tr>
<td></td>
<td>3rd year</td>
<td>$25,340.00</td>
<td>$12,670.00</td>
</tr>
</tbody>
</table>
Early and Middle Years Principal
1st year of experience $19,713.00
2nd year of experience $20,503.00
3rd year of experience $21,294.00

Assistant Principal
1st year of experience $9,857.00
2nd year of experience $10,252.00
3rd year of experience $10,647.00

Senior Years Schools Principal
1st year of experience $22,871.00
2nd year of experience $24,292.00
3rd year of experience $25,720.00

Assistant Principal
1st year of experience $11,436.00
2nd year of experience $12,146.00
3rd year of experience $12,880.00

Jan-18 1.50%

Early and Middle Years Principal
1st year of experience $20,009.00
2nd year of experience $20,811.00
3rd year of experience $21,613.00

Assistant Principal
1st year of experience $10,005.00
2nd year of experience $10,406.00
3rd year of experience $10,807.00

Senior Years Schools Principal
1st year of experience $23,214.00
2nd year of experience $24,656.00
3rd year of experience $26,106.00

Assistant Principal
1st year of experience $11,507.00
2nd year of experience $12,328.00
3rd year of experience $13,053.00

b) Allowance for Acting Principal
When the principal and assistant-principal are absent from the school for a period of one half day or more the acting principal shall be paid:

<table>
<thead>
<tr>
<th></th>
<th>full day</th>
<th>1/2 day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep-14</td>
<td>$34.46</td>
<td>$17.23</td>
</tr>
<tr>
<td>Sep-15</td>
<td>$35.15</td>
<td>$17.58</td>
</tr>
<tr>
<td>Sep-16</td>
<td>$35.85</td>
<td>$17.93</td>
</tr>
<tr>
<td>Sep-17</td>
<td>$36.39</td>
<td>$18.20</td>
</tr>
<tr>
<td>Jan-18</td>
<td>$36.94</td>
<td>$18.47</td>
</tr>
</tbody>
</table>

per full day of such service.
3.07  **Substitutes**

(a) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.07, Substitute Teachers.

(b) **Salary**

Effective 1st day of Fall term 2015, the salary rate for substitute teachers shall be:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fall Term 2015</td>
<td>$160.00</td>
</tr>
<tr>
<td>Fall Term 2016</td>
<td>$163.00</td>
</tr>
<tr>
<td>Fall Term 2017</td>
<td>$165.00</td>
</tr>
<tr>
<td>January 1, 2018</td>
<td>$167.00</td>
</tr>
</tbody>
</table>

including vacation pay.

(c) Should a teaching substitute have consecutive teaching days of employment in one position for a period of more than five (5) full-time equivalent days, payment shall be made at the per diem rate of the substituting teacher’s salary according to the schedule for his/her qualifications and experience effective on the sixth (6th) day of employment in one position. Payment in such cases will be on the substitute rate until the teacher has presented proof of his or her qualifications. Substitution days cannot be accumulated from one assignment to another.

**Substitute Qualifications**

(d) In instances requiring substitutes, the Division will make every effort to hire teachers holding Permanent Professional Manitoba Teaching Certificates.

(e) **Pay Periods**

Substitute teachers pay periods shall end on the 15th and last day of each month. Pay dates shall be five (5) working days after the end of each pay period.

(f) **Mileage**

The Division shall reimburse, at the highest kilometer rate paid to other Division personnel, each substitute teacher for travel between an assignment involving two or more schools or work sites within the Division’s jurisdiction if the teacher the substitute teacher is replacing normally receives this allowance.

(g) **Substitute Teacher’s Services Not Required**

i) A substitute teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required shall be paid a half-day’s pay for reporting for duty.

ii) If the substitute teacher has been called in for a full day assignment, he or she shall be paid a full day’s pay for reporting for duty.

iii) In the event of an emergency closure of a school on a day the substitute was scheduled to report or early dismissal for emergency reasons, substitute teachers will be paid for the full day or portion they were scheduled to work at the applicable rate of pay.
(h) Manitoba Teachers’ Society/Kelsey Teachers’ Association Fees
All substitutes eligible as members in good standing, shall be required to pay the fees of
The Manitoba Teachers’ Society and The Kelsey Teachers’ Association. Such fees shall
be deducted semi-monthly and be prorated on the basis of the number of days worked in
that specific pay period.

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 legal
action arising from the deduction of these 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.

(i) Sick Leave
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 leave 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.

(j) Timetable
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.

(k) Applicable Articles of the Collective Agreement
The following articles of the current Collective Agreement shall apply to substitute
teachers with amendments as noted *:

<table>
<thead>
<tr>
<th>Article</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Effective Period</td>
</tr>
<tr>
<td>*Article 3.01</td>
<td>Educational Qualifications: *applies after qualifying period in 3.07 (c) is achieved</td>
</tr>
<tr>
<td>*Article 3.01 (b)</td>
<td>Salary Scale: *applies after qualifying period in 3.07 (c) is achieved</td>
</tr>
<tr>
<td>Article 5</td>
<td>Duty Free Meal Period</td>
</tr>
<tr>
<td>Article 10</td>
<td>Harassment</td>
</tr>
<tr>
<td>Article 11</td>
<td>Freedom From Violence</td>
</tr>
<tr>
<td>*Article 15</td>
<td>Disputes Concerning This Agreement: *except that:</td>
</tr>
<tr>
<td></td>
<td>The only matters which may be grievances under Article 15</td>
</tr>
<tr>
<td></td>
<td>(Disputes Concerning This Agreement) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Substitute 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.</td>
</tr>
<tr>
<td>Article 16.01</td>
<td>Liaison Committee</td>
</tr>
<tr>
<td>Article 17</td>
<td>Medical Interventions</td>
</tr>
</tbody>
</table>
3.08 Interest on Retroactive Pay
The Division shall pay interest on net retroactive pay to all employees covered by the agreement at the rate of 5% per annum, or at the Division's current rate of borrowing, whichever is the lesser, from the period beginning date up to the date of payment of the retroactive payment.
Interest is waived for the current agreement- July 1, 2014-June 30, 2018.

ARTICLE 4: LEAVES

4.01 Compassionate Leave
Each teacher shall be allowed compassionate leave without loss of salary up to, but not exceeding, a total of ten (10) teaching days in any one school year, but not more than five (5) days on any one occasion of absence for the following:

In the case of death or serious illness to any member of the immediate family of the teacher: immediate family to include aunt, uncle, niece, nephew, father, mother, sister, brother, son, daughter, wife or husband, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law, common law spouses (as defined by Law) of the teacher.

Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

A teacher shall be granted bereavement leave up to one (1) day without loss of pay in order to attend a funeral as an active pallbearer or eulogist. The Division, at its discretion, may grant additional time to an employee to attend the funeral service where long distance travel is required.
Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

4.02 Educational Leave
After a period of five years on staff, a teacher may be granted one year educational leave. Such leave shall be subject to the following conditions:

(a) Application must be made for such leave not later than February 28th and the decision given to the teacher not later than March 31st. Leave shall become effective September 1st for a period of one year. All applications shall be reviewed by an Evaluation Committee consisting of two representatives of the Board and two representatives of the Association or one Board member and the Superintendent and two members of the Association. The Evaluation Committee will make a recommendation to the Board of Trustees regarding such leave. The Superintendent shall notify the applicant of the Board's decision.

(b) The number of teachers granted educational leave in any one year shall not exceed two.

(c) The salary paid during educational leave will be determined as follows:
   5 years service ... 50%
   6 years service ... 60%
   7 years service ... 70%
The above percentages are calculated on and applicable to the salary of the applicant at the time the application is submitted or $31,180.00 whichever is the lessor.
Educational leave shall not constitute a break in seniority but will not count as a year of experience for the purpose of increments.

The teacher shall sign an agreement to return to his/her duties for the opening of the new school year following expiration of the leave and shall further undertake not to resign or retire from the services of the Board for the period of at least two years after his/her return. If this agreement is broken, the teacher will reimburse the board on a pro rata basis.

Educational leave salary shall be paid on a monthly basis and shall be authorized on presentation of proof of enrolment in an approved course at a recognized University or College.

On request teachers shall be allowed a maximum of two days per school year without loss of salary, for the writing of university examinations or defending a thesis or dissertation during the school year.

4.03 M.T.S. Leave
(a) A teacher, being a member of The Manitoba Teachers' Society Executive Committee or of 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 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, shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any one school year. A maximum of seventy-five (75) days in total may be taken for the purposes mentioned above during any school year by members of the Association. No additional leave of absence beyond seventy-five (75) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave. The cost of providing a substitute teacher shall be assumed by the Society and shall not be a charge upon the Division.

KTA Presidents Release Time
(b) A teacher who is elected President of the Association shall be seconded from the Division for up to 50% release time plus a further 10 days of release upon application of the Association. Application shall be made no later than May 31st for the following school year. Unusual or exceptional circumstances which preclude the making of application by the last teaching day of May shall be considered by the Division:

i) The Association shall reimburse the Division for all salary and benefit costs.

ii) A teacher who returns to active service with the Division upon completion of such 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.

iii) 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.

4.04 Maternity/Adoptive/Parental Leave
Leaves for maternity, adoptive or parental purposes shall be in accordance with the Employment Standards Code of the Province of Manitoba.

E.1. Benefit Top-Up
a) 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 Plan with Human Resources Development Canada. The implementation of this clause is subject to the successful arrangement of a Supplemental Employment Benefits (SEB) Plan with Human Resources Development Canada.

b) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
   i) For the first two weeks, payment equivalent to 90% of her gross salary, and
   ii) Up to fifteen (15) additional weeks payment equivalent to the difference between the employment insurance benefit the employee is eligible to receive and 90% of her gross salary.

c) A teacher taking adoptive or parental 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 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 Plan with Human Resources Development Canada.

d) In respect of the period of adoptive or parental leave, payment made according to the SEB Plan will consist of the following:
   i) For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served or payment equivalent to ninety percent (90%) of gross salary; and
   ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.

e) Where any portion of the leave referenced in (a), (b), (c), and (d) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher would not be earning salary, that portion of the leave period does not qualify for SEB Plan benefits pursuant to Article 4.40 (a), (b), (c), and (d).
4.05 **Personal Leave**

Effective the date of signing:

(a) (i) Two personal leave days shall be granted at no loss of salary to a full-time teacher (a part time teacher shall be granted such leave equal to their full time equivalency) upon application to the Superintendent in conjunction with the Principal each school year for unstated personal reasons. Teachers will be allowed to carry over one (1) unused personal leave day to the next school year for an overall maximum of three (3) personal leave days in any school year.

(ii) Additional personal leave may be granted at the discretion of the Superintendent and shall be at either no charge, or at substitute cost, or at salary per diem deduction.

(b) A teacher who is absent from duties due to inclement weather and related travel conditions may have his/her salary reduced by the daily rate of a substitute teacher's salary for the time period involved provided that:

(i) The R.C.M.P. or Highways Department have closed the highway(s) to traffic

(ii) Regular air and ground carriers are unable to travel to The Pas and no alternate arrangements are available to the teacher because of carrier timetables.

4.06 **Sick Leave**

(a) Where a teacher is sick, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave, but subject to subsection (b), the leave shall not exceed twenty (20) teaching days in any school year.

(b) (i) Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) 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
- 130 teaching days in the seventh and consecutive years

In any school year where a teacher has actually taught for the Board and has exhausted all previously accumulated sick leave, the Board, upon request from such teacher, shall advance up to twenty (20) days sick leave less the accumulated entitlement already taken for that school year.

If the employment of such teacher is terminated or the sick leave advanced and used but not subsequently earned by the end of the following school year, it shall be reimbursed to or recovered by the Board at the said teacher’s daily rate of pay in effect at the time the days were advanced.
ii) The provision of twenty (20) sick days in any year shall be pro-rated in the following circumstances:
   a) where an employee commences employment at a time other than the commencement of the fall term,
   b) where an employee returns from a leave at a time other than the commencement of the fall term,
   c) where an employee terminates employment during the school year for reasons other than sickness,
   d) where an employee does not work a full school year for reasons other than sickness.

iii) For purposes of paragraph (b) (iii), pro-rating of the twenty (20) sick days provided in any year shall be calculated as set out below:

   No. of days of actual teaching service (including paid sick days) \( \times 20 \)

   \[ \frac{\text{Total no. of teaching days in the school year}}{\text{X} \ 20} \]

iv) Sick leave accumulation balances shall be rounded to the nearest whole day.

(c) There shall be no accumulation of sick leave credited for periods of "leave of absence" and/or "educational leave."

(d) In the event a teacher is injured during the course of other employment, the amount of sick leave payable shall be reduced by the amount of compensation, salary, or other benefits the teacher is entitled to receive as a result of that employment, provided however that the Division shall only pay an amount necessary to bring the teacher's income to the net level it would have been had he/she provided services to the Division.

(e) For the purposes of determining sick leave under the Collective Agreement the number of days a teacher is on sick leave with pay shall be deducted from that teacher's accumulated sick leave with pay entitlement.

(f) Teachers employed on a part-time basis and who have a contract with the Division shall be granted sick leave with pay pro-rated based on full-time equivalents.

(g) Teachers employed on a Limited Term-General contract pursuant to the provisions of The Public Schools Act shall be entitled to sick leave during the term such contract under the same terms and conditions as teachers regularly employed by the Division but the number of days entitlement shall be in the proportion as the total number of days taught over the number of days in the current school year multiplied by twenty (20).
4.07 **Leave for Jury and Witness Duty**

An employee covered by this agreement, who is required to perform jury duty or appear as a subpoenaed witness in a court of criminal jurisdiction in a criminal proceeding on a day in which he/she would normally have worked, will be reimbursed by the employer for the difference between the pay received, excluding any expense money, and his or her regular salary.

An employee at the employer’s discretion may be required to furnish supporting documents to his or her claim relative to the foregoing.

An employee on jury and witness leave must report for his/her regular assignment at any time he/she is not required to be available for court duty.

4.08 **Birth Leave**

Leave shall be granted for two (2) teaching days without loss of pay in the case of a teacher, other than the mother, upon the birth of their child. Leave shall be granted for the actual occasion of the birth and one (1) further day’s leave of absence with pay.

It shall be understood that leave of absence with pay shall be provided when the day of birth or the additional days falls on a regular school day.

4.09 **Deferred Salary Leave Plan**

The Division agrees to administer the Deferred Salary Leave Plan in accordance with the terms and conditions of the Plan.

The Association shall indemnify and save the Division harmless for any loss suffered in respect to any investment or investments of the Deferred Salary Leave Plan Investment Fund, whether direct loss or indirect loss.

4.10 **Religious Leave**

a) A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee 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 leave days 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 30;

ii) In instances where religious holy leave days are required prior to September 30 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) days of the school year where the notice shall not be less than five (5) working days;
iii) Teachers commencing employment at a time later than September 30 and requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after commencing employment, however not later than thirty (30) days;

iv) Where the appropriate notice has not been given, religious holy days leave will be provided and the teacher’s regular salary will be deducted the substitute teacher rate in the teacher’s salary classification.

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

ARTICLE 5: WORKING CONDITIONS

5.01 Duty Free Lunch
Each teacher will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each day except in case of emergency or other unforeseen circumstance. This uninterrupted meal period will be equal in duration to the mid-day intermission given to the students of the school less five (5) minutes consistent with regulations to the Education and Administration Act to a maximum of sixty (60) minutes.

During this meal period, a designated teacher, on a rotational basis, will be in attendance on call.

5.02 Preparation Time
The Division will provide a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle for full time teachers in Grades K-5. For teachers in Grades 6-8, the Division will provide a minimum of two hundred and forty (240) minutes of preparation time per six (6) day cycle. For teachers in Grades 9-12, the Division will provide a minimum of three hundred (300) minutes of preparation time per six (6) day cycle.

The Division will make every effort to schedule preparation time in blocks of not less than thirty (30) minutes.

Part-time teachers will be provided with preparation time on a pro rata basis.

ARTICLE 6: INSURANCE PLANS

6.01 Group Life Insurance Plan

1) The Board will administer the Manitoba Public School Employees Group Life Insurance Plan, according to the terms and conditions of the Master Policy of the said plan.

2) 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.

3) 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, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
6.02 **Disability Benefits Plan**

### Long Term Disability

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) Any teacher 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 teachers in the Plan;
   iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
   iv) completing a premium statement to accompany premium remittances;
   v) distributing plan information to teachers from time to time;
   vi) completing a Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claims for benefits;
   vii) reporting to the Plan salary changes for teachers in receipt of benefits.

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 Disability Benefits 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 Disability Benefits Plan.

### Short Term Disability Plan

The following shall be effective fall term 2010:

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.

6.03 **Dental/Extended Health Insurance**

(1) 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)*.

(2) 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.

(3) 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.

(4) 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:

a) An Employee with only one dependent (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; or

21
b) 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 Extended Health Plan
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; or

c) 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 group Dental and/or Extended Health plan
coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 7: GROUP RRSP
The Board will administer a group RRSP fund to which all employees of Kelsey School
Division may belong.

Save and except for the deduction and remittance of contributions on a timely basis, and
the express responsibilities set out in this article, the Association acknowledges and agrees
that the Board neither has nor assumes any responsibility whatsoever with respect to any
aspect of this Group RRSP Plan sponsored by the Kelsey Teachers’ Association.

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 contributions or exercise of other responsibilities with
respect to the Group RRSP Plan.

ARTICLE 8: TRAINING ASSISTANCE LOAN
8.01 A training assistance loan up to $190 per course shall be paid towards the teacher's
expenses for courses of any recognized University or College. The course must be
recognized by the Department of Education and Training to advance the teacher in his or
her academic or professional standing. Education assistance loans will only be considered
after written request is made to the Board and is approved by the Superintendent. A reply
is to be given one month following the request. Only courses benefiting the School
Division will be considered.

8.02 One-half the amount loaned will be deducted from the loan per year for each year the
teacher remains on staff in this Division following the successful completion of the
course(s) until the balance owing is nil. All loan applications must be submitted before the
course commences. The loan shall be made immediately following approval of the loan
application.

ARTICLE 9: DEDUCTION OF MTS FEES
9.01 The teachers’ annual fees to The Manitoba Teachers’ Society shall be deducted in twenty-
four (24) installments from the teachers’ salary and forwarded to The Manitoba Teachers’
Society in twelve (12) equal installments by the Secretary-Treasurer.

9.02 The teachers’ annual fees to the local Association of the MTS will be deducted from the
teachers’ salaries in the months of September and October. The Secretary-Treasurer will
forward the sum of all deductions to the local Association by October 1st and November
1st. The local Association shall inform the Secretary-Treasurer of any changes in the local
fee prior to September 1st of any year.
9.03 All teachers who are not members of the MTS shall be required to pay the fees of both the local Association and the Provincial Society. The fees shall be deducted as outlined in 9.01 and 9.02.

9.04 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, Manitoba Teachers' Society fees and/or Manitoba Teachers’ Society Administrators’ Council fees.

ARTICLE 10: HARASSMENT

The Division and the Association recognize that the problem of harassment may exist. The parties agree that harassment will not be tolerated in the workplace or in connection with the workplace. Allegations and investigations of harassment shall be dealt with in confidence.

The Division and the Association further agree that harassment by a teacher may be considered cause for disciplinary action.

For the purposes of this article harassment shall be defined as in the Manitoba Human Rights Code.

ARTICLE 11: FREEDOM FROM VIOLENCE

.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.

.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.

.03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the School Administration.

.04 If an act of student violence results in a student suspension, the offended member of staff shall have the option of attending the re-entry meeting with the student.

ARTICLE 12: EXTRA CURRICULAR ACTIVITIES

"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 the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, inservice sessions, marking and setting examinations, or marking schools assignments.

An eligible extra-curricular activity must have received prior approval from the school principal. The Superintendent of Schools shall adjudicate any dispute as to whether or not a specific activity qualifies under this clause.
In any school year (as per the Minister of Education and Training’s definition) a teacher who participates in extra curricular activities shall be entitled to a paid leave of absence of up to two (2) days per school year, provided that at least fifty (50) hours of approved extra-curricular duties performed for each one (1) day of leave or twenty-five (25) hours of approved extra-curricular duties performed for each half (.5) day of leave. Each fifty (50) hours may be accumulated over two (2) consecutive years.

The date for such leave shall be agreed upon between the principal and the teacher and reported to the superintendent.

Teachers will be allowed to carry over one (1) unused day to the next school year for an overall maximum of three (3) days leave in any school year.

**ARTICLE 13: LAY-OFF**

Procedures for identifying teachers as surplus to staffing requirements:

(a) Where the Board has determined that a reduction in staff is necessary, it shall identify those teachers to be laid off in accordance with the procedures set out below after determining the subject, program and administrative needs of the Board.

(b) When the Board has determined that a reduction in staff is necessary, the Kelsey Teachers' Association shall be made aware of this necessity and the reasons for such a reduction will be communicated to the Association.

(c) If the Board lays off a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

(d) For the purpose of identifying the teachers to be laid off, first consideration for lay off will be given to the least senior teacher, provided that the remaining teachers have the necessary qualifications, education, and experience to perform the work in the remaining positions.

(e) The Board shall, as soon as possible after the commencement of the spring and fall terms, prepare a seniority list, post a copy of same in the Board office and provide a copy to the Association. Seniority shall be determined on the basis of the following criteria:

i) the length of continuous teaching experience with the Division;

ii) where teachers have the same length of employment with the Division, the order on the seniority list shall be determined on the basis of total recognized teaching experience in Manitoba.

iii) If the length of teaching experience, as defined in (i) and (ii) is equal, the order of appearance on the seniority list shall be determined by the Board.

iv) For the purpose of this article, an approved leave of absence less than one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
v) For the purpose of this article, any approved leave of absence in excess of one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.

(f) Each teacher shall be permitted a period of ten (10) working days after the posting of the seniority list to protest in writing to the Superintendent any alleged omission or incorrect listing, but such protest shall be confined to errors or changes occurring subsequent to the posting of any previous seniority list. In the event that a teacher does not file a written protest with the Superintendent within the time stipulated, his or her placement on the seniority list shall be deemed correct.

(g) A teacher shall lose seniority for any of the following reasons:
   i) the teacher resigns;
   ii) the teacher becomes employed with any school jurisdiction, as a regular full-time teacher under a statutory form contract of employment;
   iii) the teacher fails to return to work after the termination of any leave granted him/her by the Board;
   iv) the teacher is not re-employed within one calendar year after September 30th following the date of lay off;
   v) the teacher's contract is terminated for cause;
   vi) the teacher fails to comply with paragraph "I" of this policy.

(h) Notice of lay off and a copy of this clause shall be given to the teacher by certified mail no later than the first day of May of the school year. The teacher, within ten (10) calendar days of receiving notice of lay off, shall indicate, in writing, his/her wish to be placed on re-employment list. Notwithstanding anything else in this collective agreement, failure to respond within the time limit specified in this clause shall relieve onus on the Division for that teacher's placement on the re-employment list.

(i) Teachers who have been laid off in accordance with this article shall be placed on the re-employment list and the teacher(s) with the most seniority shall be offered the position first, providing such teacher(s) has/have the necessary qualifications, education, and experience for the available position(s).

(j) Teachers on the re-employment list shall have the right of recall for a period of one calendar year after September 1st following the date of lay off.

(k) It shall be the responsibility of the teacher at all times to keep the Board informed of his/her current address.

(l) 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 certified mail to the last reported address given by the teacher and a teacher who is recalled from lay off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within five (5) working days of the certified letter being received, 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. If a teacher refuses a
position for which that teacher has the necessary qualifications, education, and experience, such teacher shall lose all rights to recall.

(m) Where a teacher is recalled in accordance with paragraph "i", such teacher shall not suffer loss of:
   i) accumulated sick leave;
   ii) seniority gained prior to being laid off.

(n) The lay off and recall procedures set out in this article shall have no application to teachers who have not completed more than one year of continuous paid service with the Division nor to teachers employed for a period of less than one school year on the express written understanding that the teacher will not, after completion of such time, be employed by the Board.

(o) The Board shall not retain teachers within the categories described in "n" above where teachers subject to this article are laid off, except where consideration of qualifications, education and experience necessitates such action in order to fulfill the positions as determined by the Board in clause (a).

DEFINITIONS

EDUCATION

Instruction obtained as preparation for, or continuing education within the profession of teaching which leads to development of a particular skill or proficiency with respect to a particular course(s) or subject(s).

QUALIFICATIONS

The classification in which a teacher is placed by the Teacher Certification and Records Branch of the Department of Education and Training.

EXPERIENCE

The practical application of training over a period of time with respect to a particular course(s) or subject(s).

ARTICLE 14: DISCIPLINE

(a) The Board or its designates shall have the right to suspend a teacher with or without pay subject to this Article. For the purposes of this Article, the following definition of discipline shall apply:

The imposition by the School Board or any agent thereof of a penalty of any kind on a teacher, including but not restricted to reprimands and/or suspensions but excluding termination of employment.

(b) No teacher shall be disciplined without just and reasonable cause.
(c) Where this School Board, or a person or persons acting on behalf of the School Board, disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just and reasonable cause, the Board's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 14.

(d) When such a difference is referred to a Board of Arbitration under Article 14, the Board of Arbitration shall have the power to:

i) uphold the discipline;

ii) rescind the discipline;

iii) vary or modify the discipline;

iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline;

v) do one or more of the things set out in sub-clauses (i), (ii), (iii), and (iv) above.

ARTICLE 15: DISPUTES CONCERNING THIS AGREEMENT

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 forty-five (45) teaching days of the event giving rise to the dispute or alleged violation, or within forty-five (45) teaching days from the date on which the griever 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 teaching days from the date when the Association takes up the matter with the School Board or the School Board notifies the Association in writing of its desire to have the differences negotiated, the dispute shall, upon written request of either party, be submitted to an arbitration board, consisting of three members. Each of the parties to the dispute shall, within seven days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators, within a further period of seven days after their appointment, shall meet and select a chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson with the required seven days, either party may request the Manitoba Labour Board to make the appointment of 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 to the single arbitrator.
ARTICLE 16- COMMITTEES

16.01 Liaison/Consultation Committee

A Liaison Committee will be established to provide a two-way channel for communication to be conducted on a regular basis. The main objective is to promote better communications, mutual respect and understanding amongst the teachers, administrators and the School Board.

The committee shall be composed of Trustees, Division Personnel and Teacher representatives. There will be a minimum of four (4) meetings per school year. Such meetings shall be held at the request of any party provided that the request is accompanied by an agenda of items to be discussed. Minutes of discussions/recommendations, etc., will be posted in all schools and distributed to all administrative personnel and trustees.

Issues should not normally be brought to a formal vote, but an arrival of general consensus should be sought. This general consensus of opinion should be presented to the Board and the Association for their consideration. The establishment and operation of the committee shall be without prejudice to the collective bargaining process. Each representative will be guaranteed freedom to perform his/her committee functions in good faith without fear of jeopardizing his/her working relations with one another.

ARTICLE 17 - MEDICAL INTERVENTION

Teachers shall not be required to administer medications or perform any medical or physical procedure of a non-emergency nature.
Dated at The Pas, Manitoba this 13 day of January 2016.

Signed and agreed on behalf of The Kelsey Teachers' Association of the Manitoba Teachers' Society.

Val Berscheid
President

Julie Morningstar
Secretary

Bargaining Chairperson
Kim Sours

Signed and agreed to on behalf of the Kelsey School Division

Vaughn Wadelius
Chairperson

Jeannette Freese
Secretary-Treasurer
THIS AUXILIARY AGREEMENT made as of the 12th day of January, 2016.

BETWEEN:

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

- and -

KELSEY TEACHERS’ ASSOCIATION OF
THE MANITOBA TEACHERS’ SOCIETY,
(hereinafter referred to as the "Association")

WHEREAS pursuant to a certain collective agreement dated January 13, 2016, 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 2014/15, 2015/16, 2016/17, and 2017/18 school years which follow:
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1.5% increase
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 January 13, 2016.

CONCURRING SIGNATORIES

Dated at The Pas, Manitoba this 13th day of January, 2016.

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 13th day of January, 2016,

BETWEEN:

THE KELSEY SCHOOL DIVISION
(hereinafter referred to as the “Division”)

OF THE FIRST PART,

- and -

THE KELSEY 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 January 13, 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 Dental & Extended Health Benefits Plan 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, 2014 the Division shall pay monthly $95.75 on behalf of each Employee in respect of the Dental plan and/or $105.50, and/or $16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee in respect of the Extended Health plan, said $95.75, $105.50 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.
b) Subject to paragraph (b) which follows, for September, 2015 the Division shall pay monthly $97.75 on behalf of each Employee in respect of the Dental plan and/or $107.50, and/or $16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee in respect of the Extended Health plan, said $97.75, $107.50 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

c) 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.

d) 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:

KELSEY SCHOOL DIVISION
Box 4700 322 Edwards Ave
The Pas MB R9A 1R4

To the Association:

KELSEY TEACHERS’ ASSOCIATION
Box 3904
The Pas, MB R9A 1S6

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.

Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

8. 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 KELSEY 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 KELSEY TEACHERS' ASSOCIATION

President

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

Between

The Kelsey School Division

and

The Kelsey Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept 2014 and Sept 2015 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 January 12, for the members of the Kelsey 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 2015.

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38
Year 2: 2015-16

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$2,658 Annual Benefit Premium

Dated at [Ca.], Manitoba this 13 day of January, 2016.

Signed on behalf of the Kelsey School Division:

Chairperson

Secretary – Treasurer

Signed on behalf of the Kelsey Teachers’ Association:

President

Secretary
MEMORANDUM OF AGREEMENT BETWEEN

THE KELSEY SCHOOL DIVISION

AND

THE KELSEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

The Professional Development Committee will be a Joint Division/Association Committee composed of the Superintendent, a Trustee, the Student Services Coordinator and four Association members named by the Kelsey Teachers' Association Executive.

Dated at The Pas, Manitoba this 13th day of January 2016.

Signed and agreed on behalf of The Kelsey Teachers' Association of the Manitoba Teachers' Society.

President
Val Berscheid

Julie Morningstar
Secretary

Bargaining Chairperson
Kim Soura

Signed and agreed to on behalf of the Kelsey School Division

Chairperson
Vaughn Wadelius

Jeannette Freese
Secretary-Treasurer
Memorandum of Agreement
between
The Kelsey School Division
and
The Kelsey Teachers’ Association
of
The Manitoba Teachers’ Society

Re: EARLY RESIGNATION INCENTIVE

The parties agreed that the Division will provide an Early Resignation Incentive Plan for professional staff effective the term 2015 – June 30, 2016 as follows:

The Term 2015 – June 30, 2016

Notice received by May 31, 2015 re resignation date of
December 31, 2015 OR resignation date of last teaching day of the 1st Semester of the high school - $1200 paid at December 31, 2015.

Notice received by January 31, 2016 re resignation date of June 30, 2016 - $1,000.00 paid at June 30, 2016.

Notice received by February 29, 2016 re resignation date of June 30, 2016 - $750.00 paid at June 30, 2016.

Notice received by March 24, 2016 re resignation date of June 30, 2016 - $500.00 paid at June 30, 2016.

The parties further agree that this memorandum expires on and will be of no effect at June 30, 2016, unless otherwise negotiated by the parties.

Signed and agreed on behalf of the Kelsey Teachers’ Association of the Manitoba Teachers’ Society

Signed and agreed to on behalf of the Kelsey School Division

Val Berscheid
President

Vaughn Wadelius
Chairperson

Julie Morningstar
Secretary

Jeannette Freese
Secretary-Treasurer

Kim Soura
Bargaining Chairperson
Memorandum of Agreement
between
The Kelsey School Division
and
The Kelsey Teachers’ Association
of
The Manitoba Teachers’ Society

Re: EARLY RESIGNATION INCENTIVE

The Term 2016 – June 30, 2017

Notice received by May 31, 2016 re resignation date of December 31, 2016 OR resignation date of last teaching day of the 1st Semester of the high school - $1200 paid at December 31, 2016.

Notice received by January 31, 2017 re resignation date of June 30, 2017 - $1,000.00 paid at June 30, 2017.

Notice received by February 29, 2017 re resignation date of June 30, 2017 - $750.00 paid at June 30, 2017.

Notice received by March 24, 2017 re resignation date of June 30, 2017 - $500.00 paid at June 30, 2017.

The parties further agree that this memorandum expires on and will be of no effect at June 30, 2017, unless otherwise negotiated by the parties.

Signed and agreed on behalf of the Kelsey Teachers’ Association of the Manitoba Teachers’ Society

Signed and agreed to on behalf of the Kelsey School Division

President
Val Berscheid

Chairperson
Vaughn Wadelius

Jude Morningstar
Secretary

Jeannette Freese
Secretary-Treasurer

Bargaining Chairperson
Kim Soura
Memorandum of Agreement
between
The Kelsey School Division
and
The Kelsey Teachers’ Association
of
The Manitoba Teachers’ Society

Re: EARLY RESIGNATION INCENTIVE

The parties agreed that the Division will provide an Early Resignation Incentive Plan for professional staff effective the term 2016 – June 30, 2017 as follows:

**The Term 2017 – June 30, 2018**

Notice received by May 31, 2017 re resignation date of December 31, 2017 OR resignation date of last teaching day of the 1st Semester of the high school - $1200 paid at December 31, 2017.

Notice received by January 31, 2018 re resignation date of June 29, 2018 - $1,000.00 paid at June 29, 2018.

Notice received by February 28, 2018 re resignation date of June 29, 2018 - $750.00 paid at June 29, 2018.

Notice received by March 23, 2018 re resignation date of June 30, 2018 - $500.00 paid at June 30, 2018.

The parties further agree that this memorandum expires on and will be of no effect at June 30, 2018, unless otherwise negotiated by the parties.

Signed and agreed on behalf of the Kelsey Teachers’ Association of the Manitoba Teachers’ Society

Signed and agreed to on behalf of the Kelsey School Division

---

Valerie Berscheid
President
Val Berscheid

Vaughn Wadelius
Chairperson
Vaughn Wadelius

Julie Morningstar
Secretary
Julie Morningstar

Jeannette Freese
Secretary-Treasurer
Jeannette Freese

Kim Soura
Bargaining Chairperson
Kim Soura
Kelsey Teachers’ Association
Manitoba Teachers’ Society

The Kelsey School Division
322 Edwards Avenue
The Pas, Manitoba
R9A 1R4

Attention: Mrs. Jeannette Freese
Secretary-Treasurer

Dear Mrs. Freese:

Re: July 1, 2014 – June 30, 2018 Collective Bargaining Agreement

The Kelsey Teachers’ Association of The Manitoba Teachers’ Society, the Kelsey School Division and Revenue Canada Taxation recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, a $4,000 portion of the annual salary has been identified as northern travel allowance in the 2014-2018 Collective Bargaining Agreement.

The Kelsey Teachers’ Association of The Manitoba Teachers’ Society agrees to and does hereby indemnify and save the Kelsey School Division harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division administering a portion of the teacher’s salary as Northern Allowance and reporting the same for tax purposes to Revenue Canada.

Yours truly,

Val Berscheid
President
Kelsey Teachers’ Association of the MTS
MEMORANDUM OF SETTLEMENT

THIS AGREEMENT made as of the _26_ day of _October_, 2017 (the “Agreement”)

BETWEEN:

KELSEY SCHOOL DIVISION,
(the “Employer”)

- and -

KELSEY SCHOOL DIVISION TEACHERS’ ASSOCIATION
OF THE MANITOBA TEACHERS’ SOCIETY,
(the “Association”)

WHEREAS:

A. The Association filed a grievance on September 21, 2015 grieving the application of the Maternity / Adoptive / Parental Leave provisions of the Collective Agreement, and whereas various Individual Grievances were also filed (hereinafter all grievances are collectively referred to as, the “Grievance”); and

B. The Employer and the Association have reached a resolution concerning the Grievance on the terms and conditions as set out herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. Effective July 1, 2017, Article 4.04 of the Collective Agreement shall be deleted and replaced with the revised Article 4.04, as set out in Schedule “A” hereof;

2. Effective the date of this Agreement, the Grievance will be withdrawn on a with prejudice basis;

3. From the date of this Agreement, up to July 1, 2017, the Association agrees not to file any grievance with the respect to the subject matter of the Grievance; and
4. Any teacher on leave, pursuant to Article 4.04, as of July 1, 2017, who remains on leave in September of 2017, will be subject to the revised Article 4.04 (Schedule “A”) for the portion of his/her leave remaining as of July 1, 2017.

Signed at [location], this [day] day of [month], 2017.

Kelsey School Division Teachers' Association
Per: [Signature]

Signed at [location] this [day] day of [month], 2017.

Kelsey School Division
Per: [Signature]
Schedule “A”

4.04 Parenting Leave

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.
THIS COLLATERAL AGREEMENT made this 20th day of November, 2017

BETWEEN:

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

OF THE FIRST PART,

- and -

THE KELSEY 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 January 1, 2016, 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 Dental & Extended Health Benefits Plan 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, 2017 the Division shall pay monthly $94.00 on behalf of each Employee in respect of the Dental plan and/or $118.00 and/or $16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee in respect of the Extended Health plan, said $94.00, $118.00 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.
Subject to paragraph (b) which follows, for January, 2018 the Division shall pay monthly $95.50 on behalf of each Employee in respect of the Dental plan and/or $120.00, and/or $16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee in respect of the Extended Health plan, said $95.50, $120.00 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

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:

KELSEY SCHOOL DIVISION
Box 4700 322 Edwards Ave
The Pas MB R9A 1R4

To the Association:

KELSEY TEACHERS' ASSOCIATION
Box 3904
The Pas, MB R9A 1S6
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. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

8. 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 KELSEY SCHOOL DIVISION

[Signature]
Chairperson

[Signature]
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 KELSEY TEACHERS' ASSOCIATION

[Signature]
President

[Signature]
Secretary
LETTER OF AGREEMENT
Manitoba Public School Employees Dental and Extended Health Plan

Between
The Kelsey School Division

and

The Kelsey Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept 2017 and January 2018 Salary grids 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 for the members of the Kelsey 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 2017 and January 2018.

<table>
<thead>
<tr>
<th>Year 4: September 2017 (2017-18)</th>
<th>$2,739 Annual Benefit Premium</th>
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Year 4: January 2018 (2017-18) $2,781 Annual Benefit Premium
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<td>100,393</td>
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Dated at The, Manitoba this 20 day of June, 2017

Signed on behalf of the Kelsey School Division:

Chairperson

Secretary - Treasurer

Signed on behalf of the Kelsey Teachers' Association:

President

Secretary
THIS COLLATERAL AGREEMENT made this 29th day of 2018

BETWEEN:

THE KELSEY SCHOOL DIVISION
(hereinafter referred to as the “Division”)

OF THE FIRST PART,

- and -

THE KELSEY 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 17/06/2016, 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 Dental & Extended Health Benefits Plan 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 hereeto 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 $95.50 on behalf of each Employee in respect of the Dental plan and/or, $122.00 on behalf of each Employee in respect of the Extended Health plan, and $16.25 on behalf of each Employee in respect of the Vision plan said $95.50, $122.00 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.
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:

KELSEY SCHOOL DIVISION  
Box 4700  322 Edwards Ave  
The Pas, MB  R9A 1R4

To the Association:

KELSEY TEACHERS’ ASSOCIATION  
Box 3904  
The Pas, MB  R9A 1S6

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.
Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

8. 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 KELSEY SCHOOL DIVISION

[Signature]
Chairperson

[Signature]
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 KELSEY TEACHERS' ASSOCIATION

[Signature]
President

[Signature]
Secretary
LETTER OF AGREEMENT

Manitoba Public School Employees Dental and Extended Health Plan

Between

The Kelsey School Division

and

The Kelsey Teachers’ Association

of the

Manitoba Teachers’ Society

RE: Sept 2018 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 [date] for the members of the Kelsey 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 2018.

September 2018 (2018-19)

<table>
<thead>
<tr>
<th>Years Exp.</th>
<th>CLASS 1</th>
<th>CLASS 2</th>
<th>CLASS 3</th>
<th>CLASS 4</th>
<th>CLASS 5</th>
<th>CLASS 6</th>
<th>CLASS 7</th>
</tr>
</thead>
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<td></td>
</tr>
</tbody>
</table>

$2,805
Annual Benefit Premium
Dated at [City], Manitoba this 24th day of [Month], 2018

Signed on behalf of the Kelsey School Division:

[Signature]
Chairperson

[Signature]
Secretary – Treasurer

Signed on behalf of the Kelsey Teachers’ Association:

[Signature]
President

[Signature]
Secretary
THIS COLLATERAL AGREEMENT made this ______ day of ____________, 2019

BETWEEN:

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

OF THE FIRST PART,  

and -  

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

OF THE SECOND PART.  

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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

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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, 2019 the Division shall pay monthly $105.00 on behalf of each Employee in respect of the Dental plan and/or, $122.00 on behalf of each Employee in respect of the Extended Health plan, and $16.25 on behalf of each Employee in respect of the Vision plan said $105.00, $122.00 and $16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.
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.

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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.

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Box 4700 322 Edwards Ave
The Pas MB R9A 1R4

To the Association:

KELSEY TEACHERS' ASSOCIATION
Box 3904
The Pas, MB R9A 1S6

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Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

8. 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 KELSEY 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 KELSEY TEACHERS' ASSOCIATION

President

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

Between
The Kelsey School Division

and

The Kelsey Teachers' Association

of the
Manitoba Teachers' Society

RE: Sept 2019 Salary grid net of Dental and Extended Health

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September 2019 (2019-20)

<table>
<thead>
<tr>
<th>Years Exp.</th>
<th>CLASS 1</th>
<th>CLASS 2</th>
<th>CLASS 3</th>
<th>CLASS 4</th>
<th>CLASS 5</th>
<th>CLASS 6</th>
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<td>96,688</td>
<td>100,255</td>
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</tbody>
</table>
Dated at The Rural, Manitoba this day of , 2019

Signed on behalf of the Kelsey School Division:

Chairperson

Secretary – Treasurer

Signed on behalf of the Kelsey Teachers’ Association:

President

Secretary