

COLLECTIVE AGREEMENT

BETWEEN



Beautiful Plains School Division

and



The Beautiful Plains Teachers' Association
of the
Manitoba Teachers' Society

JULY 1, 2020 – JUNE 30, 2022

COLLECTIVE AGREEMENT
(July 1, 2020 – June 30, 2022)
Between
THE BEAUTIFUL PLAINS SCHOOL DIVISION
And
THE BEAUTIFUL PLAINS TEACHERS' ASSOCIATION
of the
MANITOBA'S TEACHERS' SOCIETY

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BETWEEN

THE BEAUTIFUL PLAINS SCHOOL DIVISION

AND

THE BEAUTIFUL PLAINS TEACHERS' ASSOCIATION

OF THE

MANITOBA TEACHERS' SOCIETY

Article 1: This agreement is by and between the Beautiful Plains School Division hereinafter referred to as the Division and the Beautiful Plains Teachers' Association of the Manitoba Teachers' Society hereinafter referred to as the Association. This agreement supersedes any and all previous Collective Agreements entered into by the Division and the Association.

Article 2: **Effective Date and Period**

This agreement shall come into force and take effect on the 1st of July 2020 and shall remain in force until June 30, 2022 and shall be automatically renewed from year to year unless either party to the agreement gives the other party written notice by registered mail of a desire to terminate or amend the agreement. Should either party desire to terminate or amend this agreement, such notice shall notify the other party of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date.

Article 3: **Basic Salary**

3.01 **Salary Schedule**

Effective the fall term 2020 teachers shall be paid according to the following salary schedule – 0.5% increase

Teaching Experience Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	\$1,692 Annual Benefit Premium						
Increments	1710.0	2310.0	2445.0	3133.0	3293.0	3381.0	3495.0
0	\$ 37,812	\$ 41,821	\$ 47,251	\$ 56,372	\$ 60,396	\$ 63,668	\$ 67,192
1	39,522	44,131	49,696	59,505	63,689	67,049	70,687
2	41,232	46,441	52,141	62,638	66,982	70,430	74,182
3	42,942	48,751	54,586	65,771	70,275	73,811	77,677
4	44,652	51,061	57,031	68,904	73,568	77,192	81,172
5	46,362	53,371	59,476	72,037	76,861	80,573	84,667
6	48,072	55,681	61,921	75,170	80,154	83,954	88,162
7	49,782	57,991	64,366	78,303	83,447	87,335	91,657
8			66,811	81,436	86,740	90,716	95,152
9				84,569	90,033	94,097	98,647
10				87,702	93,326	97,478	102,142

Effective the fall term 2021 – Cost of Living Adjustment Increase, salary schedule to be published

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

3.02 (a) Increments

All increments shall become effective on the first day of the month following the month in which there is an accumulation of 10 months of teaching experience.

3.02 (b) Part-Time Teachers

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

- i) be paid according to their qualifications as established in Article 3.03.
- ii) be paid at a rate based on the fraction of the time employed.
- iii) the service of a part-time teacher shall be accumulated on the proportion of actual percentage of time employed in each school year. Wherever a part-time teacher's accumulated service equals 10 months, he/she shall receive an increment effective on the first day of the month following the month in which there is an accumulation of 10 months teaching experience.
- iv) Part-time teachers shall participate in professional development, administration and parent teacher interviews during the regular school days when requested by the employer. Time in lieu of compensation may be given if mutually agreed upon between the teacher and the employer. A part-time teacher shall receive salary for the time spent above their scheduled teaching time during the school day for the above functions. The portion of salary to be paid is calculated by prorating the annual salary by the time worked to the number of days in the school year.

3.03 Classification

For the purpose of the salary schedule a teacher shall be classified by completed years of professional and academic training as recognized by the Professional Certification Unit of Manitoba Education. No teacher shall suffer a reduction in classification as a result of adoption of this clause.

Article 4: Annual Administrative Allowance

- 4.01 Effective the fall term 2020, each Principal shall be paid an allowance for administrative and supervisory duties of \$2,746 for the first F.T.E. staff; \$1,268 for the next three (3) F.T.E. staff; \$837 for the next eighteen (18) F.T.E. staff and \$370 for each additional F.T.E. staff. The Principal will not be considered a teacher for the purpose of this calculation if the school enrolment as of September 30th is greater than 150 full time equivalent students. Prorated full time equivalent instructional staff as of September 30th shall be used in this calculation. The following rates will be recalculated in the 2021/2022 school year based on the COLA increase.

EFFECTIVE DATE	1 st fte Staff	Next 3 fte Staff	Next 18 fte Staff	Remainder
September 1, 2020	2,746	1,268	837	370

- 4.02 Allowance for a Vice-Principal will be 50% of the Principal's administrative allowance.
- 4.03 Additional supervisory positions not covered by this agreement shall be negotiated between the Division, the Association and the individual involved.
- 4.04 When the Principal and Vice-Principal (if applicable to the school) are absent from the school, the acting Principal, shall be paid \$3.17 per day per prorated full time equivalent instructional staff. The following rate will apply for the duration of the collective agreement.

EFFECTIVE DATE	Rate per Staff
September 1, 2020	\$3.17

Article 5: **Proof of Qualifications**

5.01 A teacher must provide the Division with proof of qualifications.

5.02 When there is a change in salary due to change of qualifications:

the onus is on the teacher to give notice to the Division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Certification Unit. When such evidence of change of qualifications has been received by November 15th, the salary change commensurate with the change of qualifications shall be effective September 1. When such evidence is received after November 15th, the salary change shall be effective the first of the month following the date of the confirmation letter from the Teacher Certification and Records Branch.

Article 6: **Payment of Salary**

6.01 Teachers shall be paid in twenty-four equal semi-monthly payments on the fifteenth (15th) and last days of the month. If any of these days occur on a weekend or statutory holiday, payments will be made on the last immediately preceding banking day. All payments will be made by direct deposit.

6.02 The July and August salary of any year shall be deemed to have been earned in the previous ten-month school year.

6.03 If a teacher's contract shall be terminated as provided therein, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the number of days in the current school year.

Article 7: **Society Fees**

7.01 The Manitoba Teachers' Society dues shall be deducted from every teacher covered by this agreement. The dues for membership in the MTS payable by a teacher shall be deducted in twenty-four equal consecutive installments commencing with the September cheque. Total of dues deducted shall be remitted semi-annually to the Manitoba Teachers' Society immediately after December and August payrolls.

7.02 Unless there is a written request to the contrary, the annual fee for membership in the Beautiful Plains Teachers' Association of the Manitoba Teachers' Society shall be deducted in two equal deductions; one on the last pay in October and the other on the last pay in April. The Division will remit to the Beautiful Plains Teachers' Association the total of each deduction not later than the fifteenth day of the following calendar month.

7.03 The Beautiful Plains Teachers' Association and Manitoba Teachers' Society 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 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.

Article 8: **Multiple Grades in a Classroom**

8.01 Effective the fall term 2020 any teacher teaching two grades in a classroom over 50% of his/her time shall be paid an additional allowance of \$44.48 per student to a maximum of \$1,329 per annum. The basis for computation shall be the enrollment as of September 30.

- OR -

Any teacher teaching three grades or more in a classroom shall receive an allowance of \$1,329 per annum. The following rates will be recalculated in the 2021/2022 school year based on the COLA increase.

EFFECTIVE DATE	Rate per Student	Maximum
September 1, 2020	\$44.48	\$1,329.00

8.02 This article does not apply to Grades 9, 10, 11 & 12 at Carberry Collegiate and Neepawa Collegiate or to Special Education classes. Teaching one grade and supervising another in the same room at the same time shall be included within the meaning of this clause.

Article 9: **Meal Period**

Every teacher is entitled to an uninterrupted meal period between 11:00 am and 2:00 pm equal to five (5) minutes less than the mid-day lunch for students for which the teacher is primarily assigned. Designated teacher(s), vice-principal or principal will be on call during this meal period to deal with emergencies or unforeseen circumstances.

Article 10: **Preparation Time**

Over the course of the school year, the Division will provide the equivalent of a minimum of:

- thirty (30) minutes per day of unassigned preparation time for K to grade 8 staff per full time teacher.
- thirty-five (35) minutes per day of unassigned preparation time for grade 9-12 staff per full time teacher.

Over the course of the school year, the Division will provide the equivalent of a minimum of:

- thirty (30) minutes per day of unassigned preparation time for Colony School staff per full time teacher.

Preparation time shall not be scheduled in blocks of less than thirty (30) minutes within the timetable (this does not apply to Colony School staff).

Preparation time shall be prorated for part time teachers.

It is expected and shall be the responsibility of each teacher to utilize the preparation time provided to them in a productive, efficient manner towards fulfilling the educational needs of his/her students.

It is acknowledged that due to unforeseen circumstances, school administration may, on occasion, call upon teachers to accept other assignments during their preparation time. Missed preparation time will not be carried forward.

Article 11: **Leaves of Absence**

11.01 **Association Leave**

A teacher being a member of the Manitoba Teachers' Society Executive or any branch thereof or any special committee or any branch thereof and being authorized by the Executive of the Society in the matter of the Society business requiring absence from school, shall have the right to be absent to attend such meetings or to act as such representative or delegate and shall be excused from school duties on not more than a total of five teaching days in any school year, provided the substitute rate is assumed by the Society. A maximum of twenty-five (25) teaching days leave for the above purpose will be provided for by the Division. Further days may be granted by the Division at 1/N (Where N is the number of days in the school year) of the teacher's annual salary, provided that in the judgment of the Division his/her class or administrative duties are left in the hands of a qualified substitute.

11.02 **Bereavement Leave**

A teacher shall be entitled to five (5) days without loss of salary in case of death of an immediate family member. Immediate family to include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. A teacher is entitled up to three days of leave without loss of salary to attend the funeral for grandparents, spouse's grandparents, son-in-law, daughter-in-law and grandchild. A teacher is entitled to one day without loss of salary to attend the funeral to act as pallbearer or to attend the funeral of a good friend. Additional leave may be granted at the discretion of the Division.

Compassionate Leave

A teacher shall be entitled to four (4) days without loss of salary in case of life threatening illness of an immediate family member. Immediate family to include spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, and sister-in-law. Additional leave may be granted at the discretion of the Division.

Personal Leave

a) Personal Leave with Pay

Each teacher or principal shall be allowed for good reason, subject to the availability of suitable substitute, two days of personal leave per school year without loss of salary. However, for schools with less than twenty f.t.e. teachers employed no more than one teacher per school shall be granted personal leave without loss of salary on any one day to extend the Christmas Break, Spring Break, or at the beginning or end of the school year. For schools with twenty or more f.t.e. teachers employed no more than two teachers per school shall be granted leave without loss of salary on any one day to extend Christmas Break, Spring Break or at the beginning or end of the school year.

If unused in a school year, a teacher may carry over one day to the next school year. No more than 3 personal days or leave without loss of salary may be taken in a school year.

This leave shall not be used on scheduled administrative, in-service, professional development or parent teacher days unless the Superintendent has expressly given consent.

This leave is to be requested by the teacher at least five teaching days in advance of the planned absence and then considered for approval by the principal. For principals, this leave is to be requested to and considered for approval by the superintendent. In cases of emergency, five-day request may be waived by the superintendent.

b) Personal Leave – Substitute Rate

Each teacher or principal shall be allowed for good reason, subject to the availability of suitable substitute, one day of personal leave per school year with deduction at a rate established for substitute teachers. This leave is to be requested by the teacher at least five teaching days in advance of the planned absence and then considered for approval by the principal. For principals, this leave is to be requested to and considered for approval by the superintendent. In cases of emergency, the five-day request may be waived by the superintendent.

c) Personal Leave – Salary Deduction

Absences in excess of those in a) or b) are subject to approval by the Division. If approved by the Division, the deduction is 1/N of annual salary for each day. (Where N is the number of days in the school year)

d) Leave provided for in article 11.04 cannot be used in combination with other leave days provided for in article 21 of this agreement.

Family Medical Leave

Teachers shall be entitled to use up to five (5) days of sick leave per year to attend to the illness or injury or emergent medical appointment of that teacher's parent(s), spouse, spouse's parents or child. Where such cases occur, and both employees of a particular family member (as identified above) are teachers within scope of his collective agreement, both employees may not access the provisions of this paragraph concurrently except where the family member is a child of the teacher or the other family member (as identified above) is involved in an emergency illness or injury involving hospitalization.

Sick Leave

- (a) Where a teacher is ill, he or she shall be entitled to sick leave during his or her illness and to be paid his or her salary during sick leave, but subject to paragraph (b), the leave shall not exceed twenty (20) teaching

days in any school year. The entitlement shall be prorated for a teacher who does not work the entire school year either on a limited term-general or teacher-general contract.

- (b) 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 days in the second year
 - 60 days in the third year
 - 80 days in the fourth year
 - 100 days in the fifth year
 - 120 days in subsequent years
 - 125 days in subsequent years
 - 130 days in subsequent years
- (c) Paragraph (b) shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1977.
- (d) Should the Division become eligible for a reduction in premiums under the Employment Insurance Act, the teachers' five-twelfths (5/12) share of the premium reduction shall be remitted twice yearly, at the conclusion of the spring and fall terms, to the Treasurer of the Association.

Article 13: **Birth/Adoptive Leave**

- (a) Leave of one day without loss of pay shall be granted to any teacher to attend at the birth of their child. This day must be taken within one week following the birth.
- (b) Leave of one day without loss of pay shall be granted to any teacher for the adoption of a child/children. This day must be taken within one week following the adoption.

Article 14: **Substitute Teachers**

14.01 **Rates**

Payment for a substitute teacher shall be \$159.20 per day including holiday pay. Those substitute teachers who work less than a full day shall be paid the prorated amount grossed up by 20%. The grossed up daily pay shall not exceed the standard daily rate stated above. This rate will apply for the duration of the collective agreement.

14.02 **Consecutive Substitution**

After 5 consecutive days of substitution for the same teacher, effective the 6th day, the per diem allowance shall be based on the annual substitute's salary on scale divided by the number of days in the school year. Substitute teachers shall not be eligible for wages, benefits, or rights under this collective agreement except as may be specifically covered in Article 15.

14.03 **Regular Contract**

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

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21) day, be signed to a Limited Term Teacher General Contract, unless the return of the regular teacher or conclusion of the substitute assignment will occur within five (5) working days.

14.04 **Manitoba Teachers' Society Fees**

Manitoba Teachers' Society fees and Association fees shall be deducted from a substitute teacher's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.

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

14.05 Payment of Salary

Substitute teachers shall be paid no later than the 15th of the month after which they worked.

14.06 Sick Leave

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

14.07 Interruption of Duties

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

14.08 Definition of Assignment

Assignment shall mean consecutive teaching days in one (1) position.

14.09 Clauses that Apply

The following clauses in the collective agreement shall be operational for substitute teachers:

Article 1	Agreement
Article 2	Effective Date and Period
Article 3.01	Salary Schedule
Article 3.03	Classification
Article 5	Proof of Qualifications
Article 15	Settlement of Differences (only for clauses which apply to substitute teachers)
Article 16	Written Warnings and Suspensions
Article 22	Freedom from Violence

14.10 Other Provisions Not to Apply

The provisions of the collective agreement do not apply to substitute teachers except as expressly provided for in Article 14, Substitute Teachers.

14.11 Settlement of Differences

The only matters which may be grieved under Article 15 (Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment related and human rights statutes, to the extent that they are incorporated into this collective agreement.

14.12 Call In

A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternative assignment at that school of not less than a half (1/2) day.

Article 15: Settlement of Differences

Should any differences arise between the parties to this agreement as to its content, meaning, application or violation, there shall be no suspension of work as a result thereof, but an earnest effort shall be made to settle such difference in the manner hereinafter provided. Where a disagreement has arisen, either party may initiate settlement procedure by notification of the other party, setting forth the details of the difference to be settled.

The aggrieved party shall, within 30 teaching days of the event giving rise to the dispute of alleged violation, or within 30 teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the dispute and the solution sought.

Negotiation of such difference shall commence within ten days of receipt of such notification by either party. Failing satisfactory settlement within 21 days after the initiation of such negotiation, such differences shall be referred promptly to arbitration as follows:

- (a) Not more than 10 days after the expiration of the 21-day negotiation period, the dispute shall be submitted to a Division of three arbitrators for arbitration.
- (b) Such Division shall consist of three members, one appointed by the Association, and one appointed by the Division, and two members so selected shall within a further period of 10 days appoint a chairman. In the event that the first two members fail to agree upon the chairman, such appointment shall be made by the Manitoba Labour Division.
- (c) The Arbitration Division shall commence to hold hearings and make such investigations as are deemed necessary to reach a decision as soon as possible. Such proceedings shall be in accordance with the Labour Relation Act.
- (d) The expense of the arbitration chair shall be borne equally by the parties to this agreement. Each party shall be responsible for the cost of their nominee.
- (e) The majority decision of such Arbitration Division shall be binding on both parties to this agreement.
- (f) 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 Division shall apply mutatis mutandis, to the single arbitrator.
- (g) Except as herein provided, the provision of the Labour Relations Act shall apply.

Article 16: **Written Warnings and Suspensions**

The imposition of discipline without just cause by the Division or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions:

- 1. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 15 provisions for settlement of disputes during currency of agreement.
- 2. When such a difference is referred to a Board of Arbitration under Article 16, the Board of Arbitration shall have the power to:
 - (a) uphold the discipline
 - (b) rescind the discipline
 - (c) vary or modify the discipline
 - (d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - (e) do one or more of the things set out in sub clause (a), (b), (c), and (d) above.
- 3. The written warning(s) shall not include Performance Assessment and Development done pursuant to Policies JCAA and JCB and any regulations and amendments thereto (hereinafter referred to as the Policy), except where the implementation of said Policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- 4. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

Article 17: **Teacher - Division Liaison Committee**

The Division and Association agree in principle with the idea of establishing a joint liaison committee. Said committee shall be made up of at least 4 teachers, 3 trustees and the Superintendent and shall meet up to two (2) times per year.

Purpose of such a committee shall be to provide more effective exchange of ideas and information between the

Division and the teaching staff with the view to improve the general efficiency of the school system and the effectiveness of the educational process.

Minutes of all meetings of this Committee shall be kept and circulated to all teachers, administrative personnel and trustees.

Article 18: **Insurance Plans**

18.01 **Disabilities Benefit Plan**

- (a) The Division shall deduct from employees' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- (b) Any employee shall be enrolled in the Plan and shall participate in the Plan, in the accordance with the terms and conditions of the Plan.
- (c) Any employee 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 Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - (i) deducting premiums from the employees;
 - (ii) enrolling newly hired employees in the Plan;
 - (iii) maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminate on leaving the Division;
 - (iv) completing a premium statement to accompany premium remittances;
 - (v) distributing plan information to employees from time to time;
 - (vi) completing the Disability Notification Form and submitting it to the Plan after an employee 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 deduction and remittance of premiums, and the express responsibilities set out in (d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- (f) 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 premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

18.02 **Compulsory Group Insurance**

- (a) The Division shall administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan and subject to the limitations set out in Article (d).
- (b) All employees shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Division. Where employees opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the employee.
- (c) The Division's responsibility with respect to the administration of this Plan shall be limited to the

following:

- i) deducting premiums from the employees;
 - ii) enrolling newly hired employees in the Plan;
 - iii) maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminated on leaving the Division;
 - iv) completing a premium statement to accompany premium remittances;
 - v) providing claim forms to employees or beneficiaries on request;
 - vi) completing and submitting the Employer Claim Submission for claimants;
 - vii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- (d) The Association shall indemnify and save harmless the Division from 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 Group Life Insurance Plan.

18.03

Manitoba Public School Employees Extended Health Benefits Plan

- (a) The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (collateral agreement).
- (b) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE EHB Plan(s) shall be required to participate in the MPSE EHB Plan(s) unless entitled to elect out of the MPSE EHB Plan(s) as may be permitted under the terms thereof.
- (c) The cost of the MPSE EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the MPSE EHB Plan(s) Agreement.
- (d) The Division agrees that the Division's monthly contribution to the MPSE 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 EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
 - (i) 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 EHP 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
 - (ii) 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 Extended Health Plan coverage, shall receive an amount equal to the monthly rate for family coverage.

18.04

Short Term Disability

- (a) The Division 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 Division'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 Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- (e) 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.
- (f) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.

Article 19: **Interest on Retroactive Pay**

The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax due with respect to that pay. The interest to be calculated from the dates which the monies would have been due, to the date of actual payment.

The interest shall be computed at a rate determined by the Special Savings rate in effect at the banking institution of the school division, on the date of the signing of the Collective Agreement.

For the 2020 – 2022 collective agreement the parties agree to waive this provision.

Article 20: **Layoff Procedures**

- (a) When it is determined by the Division that a layoff is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those eligible teachers having the least seniority identified in sufficient numbers to enable the Division to layoff the required number of teachers after taking into account the special subject, program and administrative needs of the Division. The Association and the teacher shall be permitted a period of ten (10) teaching days after posting of such list to protest in writing to the Division any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the posting of the last seniority list.
- (b) Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- (c) Definitions:
- (i) **Training**: instruction received in preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - (ii) **Academic Qualifications**: refers to the classification in which the teacher is placed by the Professional Certification Unit of Manitoba Education.
 - (iii) **Experience**: the practical application of the training over a period of time with respect to the particular subject or subjects.
 - (iv) **Length of Teaching Service**:

1. Seniority for the purposes of this article is defined to mean the length of continuous teaching

experience from the date of last hire with Division on a current Teacher General Contract.

2. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.
 3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
 4. Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total teaching experience recognized by the Professional Certification Unit for classification purposes.
 5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Division.
- (d) In the event of a layoff, Division representatives shall meet with the President and /or Vice-President of the Association to discuss the implications of the layoff and shall provide the Association with a list of teachers to be laid-off.
- (e) Notice of layoff and a copy of this article shall be given to the teacher by registered mail no later than the thirtieth of April of any school year. The teacher, within ten (10) teaching days of receiving notice of layoff, shall indicate, in writing by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- (f) If after layoffs have occurred and for a period of one calendar year after the 30th day of September following the date of layoff, teachers who have been laid off and have given written notice by registered mail that they wish to be recalled shall be offered the position first, when positions become vacant and provided such teachers have the necessary training, academic qualifications and experience, for the positions available. Length of teacher's service with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualification and experience.
- (g) It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from layoff shall be required to indicate, notwithstanding any other time limits in this policy, within six (6) teaching days of the registered letter being sent, 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 written mutual agreement. Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that teacher's placement on the re-employment list and he/she shall lose seniority.
- (h) A teacher will retain and accrue seniority if absent from work because of:
- (a) illness or accident up to the maximum days accumulated under the provisions of the collective agreement;
 - (b) a leave of absence up to thirty (30) calendar days;
 - (c) maternity and/or parental leave under the provisions of the Employment Standards Code.
- (i) A teacher shall retain but not accrue seniority if the teacher is:
- (a) on leave of absence in excess of thirty (30) calendar days;
 - (b) laid off for a period of time less than that set out in Article J (d) hereof;
 - (c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
 - (d) sabbatical leave in excess of thirty (30) calendar days;
 - (e) absent because the Division has granted more maternity and/or parental leave than required by the Employment Standards Code.

- (j) Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- (a) the teacher resigns;
 - (b) the teacher is employed by any other school Division on a regular basis and on a Teacher General Contract;
 - (c) the teacher fails to return to work after the termination of any leave granted by the Division;
 - (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;
 - (e) the teacher's contract is terminated for cause;
 - (f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training and academic qualifications to perform the work in the position offered shall forfeit all right of seniority and re-employment.

A teacher who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.

- (g) If the Division terminates the contract of a teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide him/her with a letter to this effect.
- (h) Notwithstanding any other provisions in this article, the foregoing layoff procedure shall not apply to teachers who have not been employed by the Division for more than one (1) year or to teachers employed on a fixed term contract where during that term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division.

Article 21: **Extra-Curricular Activities**

The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience. Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out of pocket expenses, excluding lodging. An eligible extra-curricular activity is an activity which has received prior approval from the Division. A list of approved activities pertaining to this clause will be developed by a joint committee of two representatives from the Division and two representatives from the Association. Activities can be added to the list at any time subject to a recommendation by the committee. The entire list of activities will be reviewed by the committee in view of additions and deletions immediately after signing of future collective agreements.

- i) A teacher who accumulates at least fifty (50) hours of approved extra-curricular activities in a school year or in the course of two consecutive school years shall be entitled to one day of extra-curricular leave. The maximum number of hours considered in a school year is one hundred (100) and the maximum leave earned in any one school year is two (2) days. A teacher who accumulates at least twenty-five (25) hours of approved extracurricular activities in a school year or in the course of two consecutive school years shall be entitled to a half-day of extra-curricular leave for each twenty-five (25) hours. The maximum number of hours considered in a school year is one hundred (100) and the maximum leave earned in any one school year is two (2) days (four (4) half-days).
- (ii) The date for such leave shall be agreed upon between the principal and the teacher subject to the availability of a suitable substitute. For schools with less than twenty f.t.e. teachers employed no more than one teacher per school shall be granted this leave on any one day to extend Christmas Break, Spring Break or at the beginning or end of the school year. For schools with twenty or more f.t.e. teachers employed no more than two teachers per school shall be granted leave on any one day to extend Christmas Break, Spring Break or at the beginning or end of the school year. Approved leave requests accompanied by an approved summary of extra-curricular hours are to be submitted to the Division Office prior to the leave.

Such leave shall not be cumulative beyond the current school year other than the exception outlined in this

paragraph. An employee who accumulates at least 50 hours under this clause and where such 50 hours are not accumulated until after April 30th, such employee shall be allowed to utilize the extra-curricular day(s) of leave in the subsequent year. An employee who accumulates at least twenty-five (25) hours under this clause and where such half-day is not accumulated until after April 30th, such employee shall be allowed to utilize the extra-curricular half-day in the subsequent year. Teachers wishing to carry forward a half-day/day(s) under this paragraph shall submit to the Division a summary of their accumulated hours by June 30th. In no case shall the number of extracurricular days taken in an academic year exceed three (3) days (six (6) half-days).

This leave cannot be used in combination with other leave days provided for in article 11.04 of this agreement.

Article 22: **Freedom from Violence**

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.

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.

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

Article 23: **Maternity/Adoptive, and Parental Leave, Supplementary Employment Benefits (SEB) Plan**

- a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave and parental leave in accordance with this article.
- b) Every teacher shall be entitled to unpaid parental leave.
- c) Except as otherwise provided herein the Manitoba Employment Standards.
- d) The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- e) 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 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.
- f) The Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:
 - (i) 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;
 - (ii) 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;
 - (iii) 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:

- (i) 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;
- (ii) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- (iii) fifty (50) teaching days of pay and /or top-up benefits if the teacher takes only 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.

g) 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.

Article 24: **Court Duty**

A teacher subpoenaed for jury duty or as a subpoenaed witness, other than a court proceeding occasioned by the employee's private or personal affairs, shall not be subjected to a deduction from salary as a result of absence from regular teaching duties in that connection, but rather shall endorse and pay over to the Division any compensatory per diem allowance received from the judicial authority, other than that received for food, travel or room. Any teacher required to be absent for these purposes shall submit details at the earliest possible date and keep the Division informed on the teachers anticipated absence and return date.


This Agreement is made subject to the provisions of the Public School Act, the Labour Relations Act, and the Education Administration Act, insofar as the same may apply to the parties hereto, and the individual statutory teachers' contract with the Division.

Signed, sealed and delivered in the Town of Neepawa in the Province of Manitoba

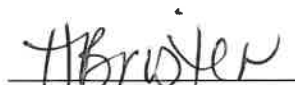
this 19th day of May, AD 2021.

Beautiful Plains School Division

Beautiful Plains Teachers' Association



Chairperson



President



Secretary-Treasurer



Bargaining Chair

Originals signed as above.

THIS COLLATERAL AGREEMENT made this 19th day of May, 2021

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE BEAUTIFUL PLAINS 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 May 19, 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits Trust (the "*Trust*") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September 2020 the Division shall pay monthly \$131.00 on behalf of each Employee in respect of the Extended Health plan, and \$10.00 on behalf of each Employee in respect of the Vision plan said \$131.00 and \$10.00 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:

**BEAUTIFUL PLAINS SCHOOL DIVISION
BOX 700 213 MOUNTAIN AVENUE
NEEPAWA, MB
R0J 1H0**

To the Association:

**BEAUTIFUL PLAINS TEACHERS' ASSOCIATION
BOX 1792
NEEPAWA, MB.
R0J 1H0**

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

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

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

**THE BEAUTIFUL PLAINS SCHOOL
DIVISION**

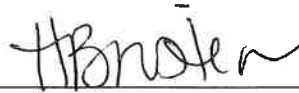


Chairperson



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.



President



Bargaining Chair

THIS AUXILIARY AGREEMENT made as of the 19th day of May, 2021

BETWEEN:

BEAUTIFUL PLAINS SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated May 19th, 2021, the Division has agreed to participate in a number of insurance programs, including:

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

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

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the following school years:

Effective the fall term 2020 teachers shall be paid according to the following salary schedule - 0.5% increase

Teaching Experience Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	\$1,692 Annual Benefit Premium						
Increments	1710.0	2310.0	2445.0	3133.0	3293.0	3381.0	3495.0
0	\$ 37,812	\$ 41,821	\$ 47,251	\$ 56,372	\$ 60,396	\$ 63,668	\$ 67,192
1	39,522	44,131	49,696	59,505	63,689	67,049	70,687
2	41,232	46,441	52,141	62,638	66,982	70,430	74,182
3	42,942	48,751	54,586	65,771	70,275	73,811	77,677
4	44,652	51,061	57,031	68,904	73,568	77,192	81,172
5	46,362	53,371	59,476	72,037	76,861	80,573	84,667
6	48,072	55,681	61,921	75,170	80,154	83,954	88,162
7	49,782	57,991	64,366	78,303	83,447	87,335	91,657
8			66,811	81,436	86,740	90,716	95,152
9				84,569	90,033	94,097	98,647
10				87,702	93,326	97,478	102,142

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

1. Part-time teachers working less than 30% of full time;
2. Teachers receiving a Maternity or Parental Leave top-up;
3. 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 May 19th, 2021.


CONCURRING SIGNATORIES

Dated at Neepawa, Manitoba this 19th day of May, 2021

Signed and agreed on behalf of the Division:

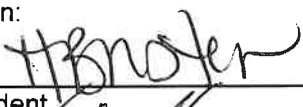


Chairperson




Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Bargaining Chair

LETTER OF AGREEMENT

Manitoba Public School Employees Extended Health Plan

Between

The Beautiful Plains School Division

and

The Beautiful Plains Teachers' Association

of the

Manitoba Teachers' Society

RE: Salary grid net of Extended Health

The Division administers the Manitoba Public School Employees Extended Health Plan as per the Collateral Agreement dated May 19, 2021 for the members of the Beautiful Plains Teachers' Association. Teachers who are participants in the Extended Health Plan shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

Effective the fall term 2020 teachers shall be paid according to the following salary schedule - 0.5% increase

Teaching Experience Years	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
	\$1,692 Annual Benefit Premium						
Increments	1710.0	2310.0	2445.0	3133.0	3293.0	3381.0	3495.0
0	\$ 37,812	\$ 41,821	\$ 47,251	\$ 56,372	\$ 60,396	\$ 63,668	\$ 67,192
1	39,522	44,131	49,696	59,505	63,689	67,049	70,687
2	41,232	46,441	52,141	62,638	66,982	70,430	74,182
3	42,942	48,751	54,586	65,771	70,275	73,811	77,677
4	44,652	51,061	57,031	68,904	73,568	77,192	81,172
5	46,362	53,371	59,476	72,037	76,861	80,573	84,667
6	48,072	55,681	61,921	75,170	80,154	83,954	88,162
7	49,782	57,991	64,366	78,303	83,447	87,335	91,657
8			66,811	81,436	86,740	90,716	95,152
9				84,569	90,033	94,097	98,647
10				87,702	93,326	97,478	102,142

Dated at Neepawa, Manitoba this 19th day of May, 2021

Signed on behalf of the Beautiful Plains School Division:



Chairperson



Secretary - Treasurer

Signed on behalf of the Beautiful Plains Teachers' Association



President



Bargaining Chair