

COLLECTIVE AGREEMENT

between the

LORD SELKIRK SCHOOL DIVISION

and

**LORD SELKIRK TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

July 1, 2018 – June 30, 2022

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Collateral Agreement

Auxiliary Agreement

Letter of Agreement – Manitoba Public School

Employees Dental and Extended Health Plan

ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties to this agreement (hereinafter referred to as this agreement) to promote and improve the working relations between the Lord Selkirk School Division and the Lord Selkirk Teachers' Association of The Manitoba Teachers' Society to establish an acceptable salary schedule and other conditions of engagement resulting from the operation of said schedule and, finally, to provide a basis for both parties to improve the professional and academic services rendered to the taxpayer and the school children of the Lord Selkirk School Division.

ARTICLE 2 - EFFECTIVE PERIOD

This agreement shall come into force and take effect on the 1st day of July, 2018, and remain in force until the 30th day of June, 2022, and shall automatically renew itself from year to year unless either party gives the other written notice during the month of April in the year in which the contract terminates, by registered mail, of a desire to terminate or amend the agreement. The counter proposal is to be presented within twenty (20) days after the proposal is received or another mutually agreed upon date.

ARTICLE 3 - EQUIVALENTS COMMITTEE

- 3-1 An equivalents committee shall be formed prior to October 1st, composed of three (3) members of the local Association and three (3) members of the Board and the Business Administration, either party may include representatives of their committee. The above committee shall act as an adjustment committee concerning any question of interpretation or application of the provisions of this agreement.
- 3-2 The said Equivalents Committee shall meet within fourteen (14) days of receipt of written notice from either party.

ARTICLE 4 - EDUCATIONAL QUALIFICATIONS

- 4-1 For the purpose of placement of the members of the teaching staff on the basic schedule outlined in Article 30, classifications shall be based on educational qualifications acceptable for purpose of certification to the Manitoba Education Professional Certification.

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ARTICLE 4 - EDUCATIONAL QUALIFICATIONS (cont.)

Classification shall be determined from the qualification rating mentioned in Article 4-1 as follows, except as provided elsewhere in the agreement.

Class - 1, 2, 3, 4, 5, 6, 7

- 4-2 The salary of a teacher whose qualifications and experience do not permit him/her to be paid according to the classifications on this schedule shall be paid by the Board subject to negotiations and agreement with the Teachers' Association Equivalents Committee. The Board and Committee to meet one (1) month from date of employ to assess the salary.
- 4-3 Except as provided hereunder, the anniversary date for annual increments shall be:
- a) During the Fall term shall be September 1st next following.
 - b) During the Spring term shall be January 1st next following.
 - c) Regardless of the date of entering service, teachers who have accumulated part years of experience shall be credited with an increment the next January or September immediately following accumulation of ten (10) months teaching experience.
- 4-4 Where increased qualifications are completed during the spring or summer sessions, which qualify a teacher for an advance in classification on the salary schedule, the resulting increase in salary shall become effective September 1st of that year, providing that satisfactory evidence has been supplied to the Board and Manitoba Education by the teacher by:
- a) September 10th for improved qualifications obtained during the Spring term.
 - b) October 31st for improved qualifications obtained during the Summer sessions.
 - i) If the teacher fails to provide evidence of improved qualifications by the above dates, then the effective date for the change in salary will be the first month following receipt of such evidence by the Board.
 - ii) Any salary adjustments resulting from increased qualifications during the periods other than the Spring or Summer sessions shall be made effective from the first day of the month following which satisfactory evidence has been filed with the Board and Manitoba Education.

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ARTICLE 4 - EDUCATIONAL QUALIFICATIONS (cont.)

- iii) Salary adjustments resulting from increased qualifications due to February convocation shall be retroactive to January 1st of that year. Delays due to extenuating circumstances beyond the teacher's control shall be accepted by the Board resulting in no loss of retroactive pay.
- iv) The onus is on the teacher to provide evidence of his/her qualifications and experience to Manitoba Education, and Secretary-Treasurer of the Lord Selkirk School Division.

ARTICLE 5 - PLACEMENT BUSINESS EDUCATION, VOCATIONAL, HOME ECONOMICS AND INDUSTRIAL ARTS TEACHERS

5-1 Vocational, Commercial and Industrial Arts teachers engaged by the Division, with related experience in the subject areas they are teaching, shall have such experience evaluated by the Superintendent and the School Board. Experience so approved shall be given recognition to fully qualified teachers as recognized by Manitoba Education Professional Certification at the rate of one (1) increment for each two (2) years of the related experience, to a maximum of five (5) increments.

5-2 Vocational Industrial Teachers

- a) Holder of a Permanent Vocational Industrial Certificate.
- b) Holder of an Interim Vocational Industrial Certificate.
- c) Any authority granted by Manitoba Education Professional Certification, with Grade XI standing or equivalent, together with Journeyman's Certificate of qualification in an approved designated trade, or evidence of satisfactory trade or occupational training in a non-designated trade or occupation, shall be placed in Class IV, subject to the following conditions:

That a minimum of thirty (30) semester hours towards the next higher classification is successfully completed within five years (5) starting June 30th, 1972, for current employees, or effective as of date of employment for future employees, and that a minimum of thirty (30) semester hours be successfully completed within the following five (5) years or until a Class 4 is granted by Manitoba Education Professional Certification. Teachers who fail to comply with the provisions of this article shall be placed according to grant classifications the following school year.

- d) Teachers coming on staff after June 30th, 1972, with less than an Interim Certificate grant rating, shall be placed in Class III.

5-3 Holders of Permanent Vocational Industrial Certificates, with a grant rating of Class 4 or better, will be placed according to Manitoba Education Professional Certification grant rating.

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ARTICLE 6 - ADMINISTRATIVE ALLOWANCE

6-1 Principals' Allowance

Principals shall be paid in addition to their regular scheduled salary an administrative allowance as follows:

	Fall 2018	Fall 2019	Fall 2020	Fall 2021
	1.60%	1.40%	0.50%	COLA* (TBD)
Category A	\$42,295	\$42,887	\$43,102	TBD
Lord Selkirk Regional				
Category B	\$25,503	\$25,860	\$25,989	TBD
East Selkirk Lockport Ecole Selkirk Jr. High St. Andrews				
Category C	\$18,216	\$18,471	\$18,563	TBD
Bonaventure Centennial Daerwood Happy Thought Mapleton Robert Smith Ruth Hooker Walter Whyte Wm. S. Patterson				
Category D	\$2,175	\$2,206	\$2,217	TBD
Netley				

****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 the first day of Fall Term, 2021.***

6-2 Vice-Principals' Allowance

Vice-Principals will be paid in addition to their scheduled salary, the following allowance:

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ARTICLE 6 - ADMINISTRATIVE ALLOWANCE (cont.)

- a) Principals' allowance x one-half (1/2) x per cent (%) of administrative assignment.
- b) The administrative allowance for principals and vice-principals shall be maintained at the same level in the event the principal or vice-principal is transferred in the Division to a school with a lower administrative allowance designation, for a period of up to three (3) school years.

6-3 Department Heads

The Board, at its discretion, appoints department heads in the Junior and Senior High Schools. Department Heads will be paid in addition to their scheduled salary in accordance with the following provisions:

- a) Each Department Head shall be paid an allowance of:

Fall 2018 1.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$2,509	\$2,544	\$2,556	TBD

plus **\$136.00 (Fall 2018)**, **\$138.00 (Fall 2019)**, **\$139.00 (Fall 2020)**, and **(TBD) (Fall 2021)** per full time equivalent (F.T.E.) teacher, excluding the Department Head.

- b) Teaching time for Department Heads will be left to the discretion of the Board and will be considered on recommendations from the Principals and the Superintendent's Department.

6-4 Coordinator

- a) Director of Student Services

A teacher shall be appointed to the position of Director of Student Services, he/she shall be paid in addition to their scheduled salary, an allowance of:

Fall 2018 1.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$25,503	\$25,860	\$25,989	TBD

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ARTICLE 6 - ADMINISTRATIVE ALLOWANCE (cont.)

b) Assistant Director of Student Services

A teacher shall be appointed to the position of Assistant Director of Student Services, he/she shall be paid in addition to their scheduled salary, an allowance of:

Fall 2018 1.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$18,216	\$18,471	\$18,563	TBD

c) Director of Lord Selkirk Education Centre

A teacher shall be appointed to the position of Director of **Lord Selkirk Education Centre**, he/she shall be paid in addition to their scheduled salary an allowance of:

Fall 2018 1.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$4,267	\$4,327	\$4,349	TBD

d) Director of Lord Selkirk Adult Learning Program

A teacher shall be appointed to the position of Director of Lord Selkirk **Adult Learning Program**, he/she shall be paid in addition to their scheduled salary, an allowance of:

Fall 2018 2.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$4,267	\$4,327	\$4,349	TBD

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ARTICLE 6 - ADMINISTRATIVE ALLOWANCE (cont.)

e) Lead Teachers

A teacher shall be appointed to the position of Lead Teacher, he/she shall be paid in addition to their scheduled salary, an allowance of:

Fall 2018 1.60%	Fall 2019 1.40%	Fall 2020 0.50%	Fall 2021 COLA* (TBD)
\$2,815	\$2,854	\$2,868	TBD

6-5 Designated Teacher

In each school in the Division a teacher(s) will be designated by the principal, to be in charge of the school in the absence of the school administration.

Each school shall have an annual allowance of \$750 distributed between the designated teachers on June 30th of the school year.

When a designated teacher has served as acting administrator for at least five (5) full school days, he/she shall be paid a per diem allowance of \$25, commencing on the sixth (6th) day of service, in addition to their share of the \$750 annual allowance. The per diem shall be pro-rated for a half-day.

ARTICLE 7 - SUBSTITUTE TEACHERS

- 7-1 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.
- 7-2 A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.
- 7-3 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.



ARTICLE 7 - SUBSTITUTE TEACHERS (cont.)

- 7-4 Substitutes shall be paid according to their equivalent position on the teacher current agreement salary scale after they have substituted six (6) consecutive days for a teacher retroactive to the first day of substituting. Vacation pay shall be inclusive of salary paid under this article. For purposes of eligibility for salary scale payment part days shall be counted as a consecutive day.
- 7-5 The consecutive nature of a substitute's assignment shall not be interrupted by the normal breaks in the school cycle or illness. However, these breaks shall not be considered as teaching time for purposes of the calculation of salary.
- 7-6 A substitute teacher who is called for half day assignment, who reports, and who finds that his or her service are not required shall be offered an alternative assignment and shall be paid a half day's pay for reporting for duty.
- A substitute teacher who is called for a full day assignment, who reports, and who finds that his or her services are not required shall be offered an alternative assignment and shall be paid a full day's pay for reporting for duty.
- 7-7 Substitute teachers shall be paid a daily rate, which includes vacation pay of \$186 inclusive of vacation pay for the duration of this Agreement.
- 7-8 Manitoba Teachers' Society fees and Lord Selkirk Teachers' Association fees shall be deducted from a substitute teacher's pay monthly based upon advice by Manitoba Teachers' Society and Lord Selkirk 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 local Association fees or Manitoba Teachers' Society fees.
- 7-9 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.
- 7-10 The use of sick leave with pay shall not constitute an interruption of the extended substitute teaching assignment.

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ARTICLE 7 - SUBSTITUTE TEACHERS (cont.)

- 7-11 A substitute teacher who has been employed for at least twenty (20) days of substitute teaching shall, on the twenty-first (21st) 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 working days.

Notwithstanding the above, whenever it is known the assignment is to be at least 20 days, the teacher shall be signed to a Limited Term Teacher-General contract.

- 7-12 The following articles of the Collective Agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 4-1	Educational Qualifications
Article 9-3	Lunch Period
Article 11	Freedom From Violence
Article 13	Complaints re: Teachers
Article 14	Settlement of Differences (only for clauses which apply to substitute teachers)
Article 30	Salary Schedule

- 7-13 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 7, Substitute Teachers.
- 7-14 The only matters which may be grieved under Article 14 (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.

ARTICLE 8 – USE OF TERM CONTRACTS

- 8-1 Except as hereinafter provided, every teacher employed by the Division shall be employed under a written form of contract known as Form 2 and/or Teacher General of Schedule A of The Public Schools Act.
- 8-2 The exception to 8-1 above shall be those term teachers employed for a term certain of one (1) school year or less. Every such term teacher shall be employed by the Division under a form of contract approved by the Minister known as a Form 2A and/or Limited Term Teacher-General.

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ARTICLE 8 – USE OF TERM CONTRACTS (cont.)

- 8-3 A teacher who has been employed full or part-time in the Division under a Form 2A and/or Limited Term Teacher General contract for two (2) successive entire school years shall, upon employment for the third consecutive year, be signed to a Form 2 and/or Teacher General contract and shall be entitled retroactively to seniority and sick leave. An "entire school year" means employment for 180 or more school days in the contract year.

ARTICLE 9 - WORKING CONDITIONS

9-1 Transfer

The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.

The Division shall consult with teachers who are transferred prior to making a final decision.

In making transfer decisions, the Division shall consider the educational needs of the students, the concerns raised by the teacher, and the administrative needs of the division prior to making a decision.

When a teacher is transferred to another school, the Division shall make arrangements for that teacher to receive a day to prepare for the new assignment. Such preparation day will be scheduled prior to the transfer occurring.

In the case of any teacher who has been given notice of transfer following May 31st and who wishes to resign before June 30th of that year, the Division agrees to accept the resignation provided it is offered in writing within seven (7) days of the notice of transfer.

The Division will notify the Association President of the names of the Association members and their work locations.

9-2 Preparation Time

The Board recognizes preparation time is essential to improve the education standards in the Division.

9-3 Lunch Period

Except in cases of emergency or unforeseen similar circumstances, every full-time teacher shall be provided with an uninterrupted lunch period of 55 minutes between 11:00 a.m. and 2:00 p.m.



ARTICLE 9 - WORKING CONDITIONS (cont.)

9-4 Extra-Curricular Activities

- a) "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, in-service sessions, marking and setting examinations, or marking school assignments.
- b) The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
- c) Teacher participation in extra-curricular activities shall be voluntary.
- d) An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- e) In any school year (as per the Minister of Education's definition) a teacher will be entitled to a paid leave of absence of one (1) day for performing 50 hours of extra-curricular duties during the school year, or two (2) days for performing 100 hours of extra-curricular duties during the school year.

In the case where a teacher does not accumulate sufficient hours to qualify for the day of paid leave in any school year, the teacher may choose to carry forward these hours to the next school year.

In the case where a teacher accumulates sufficient hours to qualify for the day of paid leave in any school year, the teacher may choose to take the day of paid leave in the year in which it is earned or the following school year. The maximum leave allowed to be carried over by a teacher in any school year shall be one (1) day. The maximum leave allowed to be used in any school year shall be two (2) days.

- f) The date for such leave shall be agreed upon between the principal and the teacher.

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ARTICLE 10 - CONTACT TIME

Effective September 1st, 1994, the parties agree that, as a general principle, mandatory student contact time performed by the teachers within the Division, whether such time is in a teaching, consultation or supervisory role, shall not be increased during the term of this Agreement. The Division shall make all reasonable efforts to assign contact time such that it shall generally be in keeping with the Divisional average for the appropriate level and shall make such assignments as equally and/or equitably as possible among teachers within the applicable levels and functions. However, the parties also agree that the student contact time assigned in any particular school year to any individual teacher in any particular school may be greater or lesser than was the case during the previous school year. Any issue as to the reasonableness of particular assignments of contact time shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 11 - FREEDOM FROM VIOLENCE

- 11-1 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.
- 11-2 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.
- 11-3 Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

ARTICLE 12 - DEDUCTION OF PROFESSIONAL FEES

- 12-1 The Manitoba Teachers' Society membership fees shall be deducted from every teacher. The deductions will be made in ten (10) equal monthly instalments starting with the September cheque according to the scale of fees established by The Manitoba Teachers' Society. Each monthly installment will be forwarded to The Manitoba Teachers' Society normally not later than the fifteenth (15th) day of the following calendar month.
- 12-2 The Lord Selkirk Teachers' Association fees, as determined by the local Association, shall be deducted from the October cheque unless instructed, in writing, to the contrary.
- 12-3 The Manitoba Teachers' Society fees for substitute teachers and Lord Selkirk Teachers' Association fees for substitute teachers shall be deducted and remitted from a substitute's pay monthly. These fees shall be pro-rated on the basis of the number of days worked in a given month.



ARTICLE 12 - DEDUCTION OF PROFESSIONAL FEES (cont.)

- 12-4 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.

ARTICLE 13 - COMPLAINTS RE TEACHERS

- 13-1 When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- 13-2 If these reasonable attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- 13-3 Article 13-1 and 13-2 shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Division, or of a student or students, or of a teacher.
- 13-4 The Division and Association and their respective agents shall act fairly, reasonably and in good faith in dealing with complaints.
- 13-5 For the purpose of this article, complaint shall mean an issue not related to the employer/teacher relationship.

ARTICLE 14 - PROVISIONS FOR SETTLEMENT OF DIFFERENCES

Where a violation of this agreement is alleged by a part to, or persons bound by the agreement, or on whose behalf it was entered into concerning the agreement's content, meaning, application or violation, either party shall, within sixty (60) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other party, in writing, stating the alleged violation or difference and the solution sought. Where the Association is the grievor, this notice shall be given to the Superintendent and received on behalf of the Board. If a settlement is not reached within twenty (20) teaching days from the date of the notification, either party may request, in writing, that the matter be submitted to an arbitration board as herein prescribed. Within ten (10) teaching days of the written request to settle the difference by arbitration each party shall nominate an arbitrator and shall notify the other party of the appointment. These two arbitrators, within a further period of ten (10) teaching days after their appointment, shall meet to select a Chairperson. Should the two arbitrators fail to agree upon a Chairperson within the required ten (10) teaching days, either party may request the Manitoba Labour Board to appoint a Chairperson.

ARTICLE 15 - LEAVE OF ABSENCE

15-1 For Executive Duties

A teacher, being a member of the Manitoba Teachers' Society executive committee or any of the executive committees, or 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 of the Society of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes for not more than a total of five (5) teaching days in any school year. The Division Board shall be notified on each occasion that a teacher makes use of this privilege. The Board shall pay a substitute and be reimbursed for providing the substitute.

15-2 For the Association President

- a) The Division shall provide the President of the Lord Selkirk Teachers' Association leave to conduct Association business for either 50% or 100% of the teacher's assignment as indicated by the Association.
- b) The Association agrees to reimburse the Division, the President's salary and benefits for the percentage of leave taken by the President of the Association.
- c) The Association shall notify the Division immediately following the Association's annual meeting indicating the amount of leave requested and the name of the teacher requiring leave. The schedule for the leave shall be developed with the Principal and the Superintendent.
- d) Upon completion of the leave, the President shall return to a mutually agreed upon position or the same position he/she held immediately prior to becoming President, unless the position is no longer available due to declining enrolment or the discontinuation of a program.
- e) In the event the Association President as determined by the Association in accordance with the By-laws of the Association is unwilling or unable to fulfill the duties of the President:
 - i) The Association shall advise the Division, in writing, that the leave for such person is no longer required;
 - ii) The teacher shall assume teaching duties in accordance with paragraph (d);
 - iii) The Association shall cease to have any responsibility to reimburse the Division for any associated costs.



ARTICLE 15 - LEAVE OF ABSENCE (cont.)

- f) The Association shall, in writing, advise the Division of the name of the teacher who will assume the role of President for the unexpired term. The start date for leave shall be determined by mutual agreement between the Division and Association with a view to it occurring as soon as possible.

15-3 Bereavement Leave

- a) In case of death of employee's spouse, common-law partner, children, brothers, sisters, and parents, the Division will pay a substitute teacher for the period of five (5) teaching days.

For the purpose of this clause "common-law partner" shall be defined as a person of the same or opposite gender with whom an employee has established residence and lived in a conjugal relationship for at least twelve (12) months and has publicly represented that person as his/her partner.

- b) In case of death of mothers-in-law, fathers-in-law, and grandparents, the Division will pay a substitute teacher for the period of three (3) teaching days.
- c) In the case of death of an uncle, aunt, niece, nephew, or a very close friend, the Division will pay a substitute teacher for one (1) teaching day or will grant time off for the funeral. In all cases, the teacher shall notify the Division prior to taking such leave.

15-4 Other Leaves

- a) Teachers absent from duty (other than for reasons which entitle them to receive their regular salary without deductions) shall have deducted from their salary a one, two hundred and fortieth ($1/240$) of their salary for each day's absence.
- b) The Board recognizes that situations may arise in which leave of absence may be required. In such a case, the Board will consider the request of the teacher on application of the teacher in writing.
- c) A teacher may be granted leave of absence by agreement with the Division Board. This leave of absence shall be without pay and there shall be no guarantee of the former teaching position when the teacher returns.



ARTICLE 15 - LEAVE OF ABSENCE (cont.)

15-5 Exam and Graduation Leave

Teachers shall be granted one (1) day leave with pay for each university examination written during school hours, provided that written notification has been submitted to the Board by the said teacher two (2) weeks prior to examination date.

Teachers shall be granted one (1) day leave with pay to attend to the graduation of their own completed degree program, if the ceremony occurs on a teaching day, provided that written notification has been submitted to the Board by the said teacher two (2) weeks prior to the graduation date.

Where examinations are written, or graduations are held, in the early evening (4:00 p.m. to 6:30 p.m.) and travelling may be required, this shall be worked out within each school. Written notification must be submitted to the Board by said teacher two (2) weeks before the exam date or graduation date.

15-6 Personal Leave

With reasonable notice to the Superintendent, and subject to the availability of a substitute teacher, the teacher will be granted two (2) days of personal leave per school year without loss of pay.

This leave is not to extend Spring, Summer or Christmas Break or to be used on teachers in-service, parent-teacher day(s), administration day(s) or pupil evaluation day(s) unless unusual circumstances arise and then it may be granted at the discretion of the Superintendent.

ARTICLE 16 - SABBATICAL LEAVE

16-1 The Board recognizes the principle of sabbatical leave and in considering each application, the Board will not act unreasonably, arbitrarily or discriminatorily.

16-2 After having taught five (5) years within the Lord Selkirk School Division, a teacher may be granted sabbatical leave for the purpose of study, subject to the following conditions: (Study to include formal course work or related work experience.)

- a) The teacher shall be given a leave of one year.
- b) To a teacher granted such leave, and in lieu of any salary, the Board will pay:



ARTICLE 16 - SABBATICAL LEAVE (cont.)

- i) 1/3 scheduled salary to a teacher with five years' experience within the Division.
 - ii) 1/2 scheduled salary to a teacher with seven or more years' experience within the Division.
 - c) Payment of this allowance to be made in ten (10) equal payments to commence September 30th of the sabbatical year.
- 16-3 A teacher receiving sabbatical leave shall sign an agreement to return to his or her teaching duties for the opening of the new school year immediately following the expiration of the said leave and shall further undertake not to resign or retire from the service of the Board for a period of at least two (2) years after said term. Failure to comply with this agreement will require that the said teacher reimburse the Board on a pro-rata basis.
- 16-4 Application for the above-mentioned leave shall be filed with the Superintendent not later than the first day of February of the school year immediately preceding that for which leave is desired. The teacher shall be notified of the acceptance or rejection of the application not later than the first day of May.
- 16-5 Sabbatical leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments.
- 16-6 The recipient of the above-mentioned leave shall be covered by Article 28.
- 16-7 The Board shall make every effort to assure the teacher receiving sabbatical leave of his/her original teaching position, or of a comparable position agreeable to both parties.
- 16-8 The maximum of sabbatical leaves which may be granted in one year shall be equal to a maximum of one teacher for every one hundred teaching staff.
- 16-9 The Board in consultation with the LSTA may grant partial sabbatical leaves to individuals or groups of individuals.

ARTICLE 17 – RELIGIOUS LEAVE

- 17-1 A teacher under a Teacher General or Limited Term Teacher-General contract shall be allowed a leave of absence up to a maximum of three (3) days per school year without loss of pay for religious days observed by the teacher.
- 17-2 Teachers shall not absent themselves from duty for reasons of religious days without first notifying the Superintendent or his/her designate.

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ARTICLE 17 – RELIGIOUS LEAVE (cont.)

17-3 The following notification period shall apply:

- a) Teachers on staff requiring religious leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30th.
- b) In instances where religious leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the religious day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
- c) Where the appropriate notice has not been given, religious leave will be provided and the teacher's regular salary will be deducted the substitute teacher daily rate of pay.

17-4 The parties agree that this article constitute reasonable accommodation for religious leave.

ARTICLE 18 - SICK LEAVE

18-1 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 18-2, the leave shall not exceed twenty (20) teaching days in any first school year.

18-2 Where the employment of a teacher is continued for more than one 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:

- i) 40 teaching days in the second year
- ii) 60 teaching days in the third year
- iii) 80 teaching days in the fourth
- iv) 100 teaching days in the fifth
- v) 125 teaching days in the sixth
- vi) 130 teaching days in the seventh and subsequent years.

18-3 The Division shall pay to the Association the accrued annual rebate of 5/12th of the Employment Insurance Wage Loss Replacement Partial Premium Reduction at the end of the Spring term (June 30) and at the end of the Fall term (December 31st).



ARTICLE 19 - JURY DUTY

Upon being called for jury duty, or as a court witness, a teacher shall be entitled to his/her regular daily wage minus those payments (other than for food, travel or room) received from the court. A teacher shall be supplied, by the Board, with a substitute teacher for these days.

ARTICLE 20 – SHORT TERM DISABILITY

The Division will administer a Short Term Disability Plan by deducting and remittance of premiums.

All employees covered by this Collective Agreement shall be required to participate in the plan. Premiums shall be deducted monthly from salary and remitted to the plan. The Division shall refund the whole of the additional rebate allowable under the Employment Insurance Commission Act.

Save and except for the deduction and remittance of premiums, the Association acknowledges and agrees that the Division neither has, nor assumes any responsibility whatsoever with respect to the Short Term Disability Plan.

ARTICLE 21 - INSURANCE

21-1 Long Term Disability Insurance

The Division shall administer The Manitoba Teachers' Society Long Term Disability Plan for participating employees.

The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary and timely remitted to the plan.

21-2 Group Life Insurance

- a) 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.
- b) The employees' share of premiums shall be deducted at source for all participants in the Plan.
- c) All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan.

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ARTICLE 21 - INSURANCE (cont.)

- 21-3 Save and except for the deductions and remittance of premiums, the Association acknowledges and agrees that the Division neither has, nor assumes, any responsibility whatsoever with respect to the Group Life and Long Term Disability Plan.

ARTICLE 22 - LAY-OFF

- 22-1 Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest length of service with the Board.
- 22-2 Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- 22-3 Definitions:
- a) Training

Instruction received as preparation for the profession of teaching which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - b) Academic Qualifications

Refers to the classification in which a teacher is placed by the Teachers' Certification and Records Branch of the Department of Education.
 - c) Experience

The practical application of the training over a period of time with respect to the particular subject or subjects.
 - d) Length of Teaching Service

The teacher's length of continuous employment with the Board commencing with the first teaching day after his or her most recent day of hiring with the Board. Approved leaves of absences shall not constitute a break in continuity of service.



ARTICLE 22 - LAY-OFF (cont.)

Effective January 1st, 1997 for teachers who are under one or more temporary contracts (Limited Term Teacher - General) with the Board prior to being placed on a permanent contract, the length of teaching service shall be continuous employment with the Board from the date of hire under one or more successive regular or temporary contracts provided there is no break in actual teaching service between contracts.

- 22-4 In the event of an impending lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off and with a seniority list. The meeting shall be held no later than the first day of April.
- 22-5 Notice of any lay-off shall be given to the teachers no later than the first day of May.
- 22-6 If after lay-offs have occurred and for a period of one (1) calendar year after the 30th of September following the date of lay-off, positions become available, teachers who have been laid-off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, academic qualifications and experience for the position available. Length of service with the Board 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 qualifications and experience.
- 22-7 If a teacher is recalled as provided in 22-6 above, the following will not be affected:
- a) accumulated sick leave
 - b) seniority gained prior to being laid-off, but seniority shall not be accrued for the period of time of the lay-off.
- 22-8 A teacher shall lose seniority for any of the following reasons:
- a) The teacher resigns.
 - b) The teacher becomes employed by another school board.
 - c) The teacher fails to return to work after the termination of any leave granted by the Board.
 - d) The teacher is not re-employed within one (1) calendar year after September 30 following the date of lay-off.
 - 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, academic qualifications and ability to perform the work in the offered positions, shall forfeit all rights of seniority and re-employment.



ARTICLE 22 - LAY-OFF (cont.)

- g) Notwithstanding any other provision of the agreement, the foregoing lay-off provisions shall not apply to teachers continuously employed under one contract with the Division for less than two (2) years, or to teachers employed for a specific term where, during that term, the teacher is employed on the express written understanding that the teacher will not, after the completion of such term, be employed by the Board, provided however, no teacher who has been employed by the Board for more than two years shall be laid-off where teachers with less than two years' service or specific term contracts have not been laid-off.

ARTICLE 23 - PARENTAL LEAVE

23-1 Adoptive Leave

Providing it occurs on a regular school day, a teacher shall be granted one (1) day leave with pay to attend to needs directly related to the adoption of a child. At the employee's option, such leave shall only be granted on the day of, or the day following the adoption.

23-2 Paternal Leave

Providing it occurs on a regular school day, leave with pay shall be granted to the father on the day of the birth of his son/daughter.

ARTICLE 24 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE

- 24-1 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.
- 24-2 Every teacher shall be entitled to unpaid parental leave.
- 24-3 Except as otherwise provided therein the Manitoba Employment Standards Code will apply.
- 24-4 The teacher and the Division may mutually agree to extend the length of the leave if the teachers so desires. Any such arrangements shall be confirmed in writing by the Division.
- 24-5 The condition of the maternity/adoptive /parental leave shall be determined by the teacher and the Board to their mutual satisfaction.
- 24-6 Maternity/Adoptive/Parental Leave shall not constitute a break in employment for teachers under Teacher-General contracts or teachers under Limited Teacher-General contracts offered continued employment by the Division.

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ARTICLE 24 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE (cont.)

- 24-7 Upon expiry of the maternity/adoptive/parental leave, the teacher shall be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable and/or mutually agreed-upon position prior to maternity/adoptive/parental leave.
- 24-8 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.
- 24-9 The Division shall pay a teacher on maternity leave and/or parental/adoptive leave:
- a) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) 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.
 - b) If the teacher's two (2) week or ten (10) 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.
 - c) 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.
- 24-10 For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:
- a) 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;
 - b) Eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;



ARTICLE 24 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE (cont.)

- c) 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 acknowledged that the top-up payment 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.

24-11 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 25 - PAYMENT OF SALARY

25-1 Teachers shall be paid at the rate of approximately 1/24th (one-twenty-fourth) of their annual rate semi-monthly, payable on the 15th (fifteenth) and the last banking day of each month until such time as all of their salary has been paid to them.

25-2 Teachers hired to commence their teaching duties after the first teaching day of the fall term shall have the salary due them between date of commencement of duties and the following June computed on the basis of:

Number of days taught/days in school year X annual salary and paid to them in equal semi-monthly installments from date of commencement to August 31st following.

25-3 Notwithstanding 25-1 and 25-2 above, teachers hired on term contract shall be paid in semi-monthly installments, the salary due to them between the date of commencement of duties and the last date of their contract. Total salary due shall be paid in full by last day of their contract.

25-4 Adjustments in salary resulting from a change in a teachers' salary entitlement pursuant to this Agreement shall be calculated and paid as follows:

- a) For changes effective on the 1st of January, the remaining 16 semi-monthly installments shall be so adjusted that the teacher shall receive 60% of the increase in the annual salary rate.

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ARTICLE 25 - PAYMENT OF SALARY (cont.)

- b) For changes effective on any other day, the remaining semi-monthly installments from the date that the change becomes effective to August 31st next, shall be so adjusted that the teacher shall receive such fraction of the increase in the annual salary rate that the total number of days of employment remaining in the school year from the effective date of the change is of the number of days as prescribed by the Minister of Education for that school year.
- 25-5 July and August cheques shall be payable on the 15th (fifteenth) and the last banking day of the respective months.
- 25-6 Where a teacher leaves the employ of the Division during the course of the year, the final payment shall be so adjusted to reflect the number of days taught in the school year, that is:
- $$\frac{(\# \text{ of days taught})}{(\# \text{ of days in school year})} \times \text{annual salary} - \text{salary paid} = \text{final payment}$$
- 25-7 The Division shall only be required to deposit the salary funds to one designated financial institution per teacher. For purposes of clarity, a teacher will not be allowed to designate a certain portion of his/her funds to be paid to one financial institution and the balance to another.
- 25-8 Any administrative costs in future changes to a designated financial institution shall be borne by the member of the Association who requests such a change.
- 25-9 Individual members shall not have the right to request exemptions from having salaries so deposited. It is the responsibility of the members to provide appropriate payroll information, within a reasonable time, prior to their first pay date.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN

The Board agrees to administer The Manitoba Teachers' Society Deferred Salary Leave Plan under the terms of the master policy.

ARTICLE 27 - PART-TIME TEACHERS

Part-time teachers shall participate in school activities during their regular school day when requested by the Division. Part-time teachers shall receive 1/200th or portion thereof for the time spent over and above their regularly scheduled teaching time during the school day. At the employer's discretion, time in lieu of compensation may be given.

ARTICLE 28 - INTEREST ON BACK PAY

- 28-1 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 shall be calculated at the interest rate paid on premium savings account at a local credit union on January 1 of the year the contract comes into effect.
- 28-2 In the event the Division determines the interest on back pay (calculated based upon a Class 5 maximum salary) to be less than \$10.00 per teacher, the Division will pay the total amount to the Lord Selkirk Teachers' Association. Otherwise interest on back pay will be paid in accordance with paragraph 28-1.
- 28-3 **The parties agree to waive interest on retroactive pay for this Collective Agreement.**

ARTICLE 29 - PROFESSIONAL DEVELOPMENT FUND

The Division shall provide \$70,000 on an annual basis to be paid into a Division-Association Professional Development Fund for the purpose of professional development of LSTA members. The following expectations shall apply:

- a) The Fund shall be administered jointly by a committee consisting of equal representation from the Division and the Association.
- b) Release time of the teacher must be approved in advance by the Principal and Superintendent or Designate. Such release is subject to a substitute being available.
- c) The annual cost of substitutes shall be deducted from the annual allocation.
- d) At the end of each school year, the Committee will present a detailed report to the Division and the Association on the use of the funds.
- e) It is understood and agreed that the allocation of professional development funds from the Division-Association Professional Development Fund account to LSTA members is to be aligned/referenced to at least one of the following four qualifying criteria/areas:
 - i) Divisional Goals
 - ii) School Goals
 - iii) Teacher Professional Learning Plan "Growth Plan/Goals"
 - iv) Teaching Assignment.
- f) Any unused financial amount will be redirected back to the Division on June 30th of each year.



ARTICLE 30 - SALARY SCHEDULE

STEP	FALL TERM 2018 (1.6%)						
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 49,478	\$ 41,453	\$ 46,931	\$ 56,468	\$ 60,104	\$ 63,333	\$ 67,150
1		\$ 43,491	\$ 49,368	\$ 59,979	\$ 63,443	\$ 66,850	\$ 70,675
2		\$ 45,525	\$ 51,820	\$ 63,481	\$ 66,776	\$ 70,356	\$ 74,182
3		\$ 47,559	\$ 54,257	\$ 66,981	\$ 70,109	\$ 73,874	\$ 77,695
4		\$ 49,592	\$ 56,695	\$ 70,488	\$ 73,448	\$ 77,389	\$ 81,208
5		\$ 51,630	\$ 59,137	\$ 73,993	\$ 76,779	\$ 80,899	\$ 84,711
6		\$ 53,666	\$ 61,586	\$ 77,497	\$ 80,115	\$ 84,411	\$ 88,228
7		\$ 55,702	\$ 64,024	\$ 81,005	\$ 83,438	\$ 87,922	\$ 91,741
8		\$ 57,867	\$ 66,776	\$ 84,516	\$ 86,768	\$ 91,436	\$ 95,250
9				\$ 88,025	\$ 90,112	\$ 94,952	\$ 98,767
10					\$ 93,495	\$ 98,459	\$ 102,279

STEP	FALL TERM 2019 (1.4%)						
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 50,171	\$ 42,033	\$ 47,588	\$ 57,259	\$ 60,945	\$ 64,220	\$ 68,091
1		\$ 44,100	\$ 50,060	\$ 60,818	\$ 64,331	\$ 67,786	\$ 71,664
2		\$ 46,162	\$ 52,546	\$ 64,369	\$ 67,710	\$ 71,341	\$ 75,221
3		\$ 48,225	\$ 55,017	\$ 67,919	\$ 71,091	\$ 74,909	\$ 78,782
4		\$ 50,286	\$ 57,489	\$ 71,475	\$ 74,476	\$ 78,472	\$ 82,345
5		\$ 52,353	\$ 59,965	\$ 75,029	\$ 77,854	\$ 82,032	\$ 85,897
6		\$ 54,417	\$ 62,448	\$ 78,582	\$ 81,236	\$ 85,593	\$ 89,464
7		\$ 56,482	\$ 64,921	\$ 82,139	\$ 84,606	\$ 89,152	\$ 93,025
8		\$ 58,677	\$ 67,710	\$ 85,699	\$ 87,983	\$ 92,716	\$ 96,584
9				\$ 89,258	\$ 91,374	\$ 96,282	\$ 100,150
10					\$ 94,804	\$ 99,837	\$ 103,711

STEP	FALL TERM 2020 (0.5%)						
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 50,422	\$ 42,243	\$ 47,826	\$ 57,545	\$ 61,250	\$ 64,541	\$ 68,431
1		\$ 44,320	\$ 50,310	\$ 61,122	\$ 64,653	\$ 68,125	\$ 72,023
2		\$ 46,393	\$ 52,808	\$ 64,691	\$ 68,049	\$ 71,698	\$ 75,597
3		\$ 48,466	\$ 55,292	\$ 68,258	\$ 71,446	\$ 75,283	\$ 79,176
4		\$ 50,538	\$ 57,776	\$ 71,832	\$ 74,848	\$ 78,865	\$ 82,756
5		\$ 52,615	\$ 60,265	\$ 75,404	\$ 78,243	\$ 82,442	\$ 86,326
6		\$ 54,690	\$ 62,760	\$ 78,975	\$ 81,642	\$ 86,021	\$ 89,911
7		\$ 56,764	\$ 65,245	\$ 82,549	\$ 85,029	\$ 89,598	\$ 93,490
8		\$ 58,971	\$ 68,049	\$ 86,128	\$ 88,423	\$ 93,180	\$ 97,066
9				\$ 89,704	\$ 91,831	\$ 96,763	\$ 100,651
10					\$ 95,278	\$ 100,336	\$ 104,229

ARTICLE 31 - OBLIGATION TO ACT FAIRLY


In administering this agreement, the Division shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.


ARTICLE 32 - FILING OF THE AGREEMENT

It is agreed that each party shall accept its own responsibility for filing this agreement.

SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK SCHOOL DIVISION

THIS 11th DAY OF May, 2021.




CHAIRPERSON



SECRETARY-TREASURER

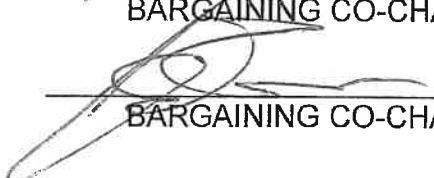
SIGNED AND AGREED ON BEHALF OF THE LORD SELKIRK TEACHERS'

ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY

THIS 11th DAY OF May, 2021.



PRESIDENT


BARGAINING CO-CHAIR


BARGAINING CO-CHAIR

THIS COLLATERAL AGREEMENT made this 11th day of May, 2021

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE LORD SELKIRK 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 11th, 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees 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 the following years, the Division shall pay monthly for September 2018; \$110.75 on behalf of each Employee in respect of the Dental plan and/or \$124.00 on behalf of each employee in respect of the Extended Health plan, and/or \$10.00 on behalf of each Employee in respect of the Vision plan said \$110.75, \$124.00 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.

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Subject to paragraph (b) which follows, for the following years, the Division shall pay monthly for September 2019; \$101.00 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each employee in respect of the Extended Health plan, and/or \$10.00 on behalf of each Employee in respect of the Vision plan said \$101.00, \$126.00 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.

Subject to paragraph (b) which follows, for the following years, the Division shall pay monthly for September 2020; \$91.50 on behalf of each Employee in respect of the Dental plan and/or \$131.00 on behalf of each employee in respect of the Extended Health plan, and/or \$10.00 on behalf of each Employee in respect of the Vision plan said \$91.50, \$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) for Dental and Extended Health only 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:
LORD SELKIRK SCHOOL DIVISION
205 MERCY STREET
SELKIRK, MANITOBA
R1A 2C8

To the Association:
LORD SELKIRK TEACHERS' ASSOCIATION
310 CHRISTIE AVENUE
SELKIRK, MANITOBA
R1A 2L6

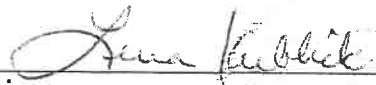
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and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

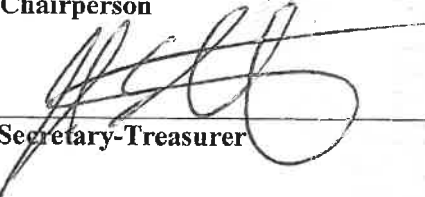
8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 LORD SELKIRK 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



Vice President

THIS AUXILIARY AGREEMENT made as of the 11th day of May, 2021

BETWEEN:

LORD SELKIRK SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated May 11th, 2021,
the Division has agreed to participate in a number of insurance programs, including:

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

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

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

STEP	First day of Fall Term 2018 (1.6%)						
0	\$ 49,478	\$ 41,453	\$ 46,931	\$ 56,468	\$ 60,104	\$ 63,333	\$ 67,150
1		\$ 43,491	\$ 49,368	\$ 59,979	\$ 63,443	\$ 66,850	\$ 70,675
2		\$ 45,525	\$ 51,820	\$ 63,481	\$ 66,776	\$ 70,356	\$ 74,182
3		\$ 47,559	\$ 54,257	\$ 66,981	\$ 70,109	\$ 73,874	\$ 77,695
4		\$ 49,592	\$ 56,695	\$ 70,488	\$ 73,448	\$ 77,389	\$ 81,208
5		\$ 51,630	\$ 59,137	\$ 73,993	\$ 76,779	\$ 80,899	\$ 84,711
6		\$ 53,666	\$ 61,586	\$ 77,497	\$ 80,115	\$ 84,411	\$ 88,228
7		\$ 55,702	\$ 64,024	\$ 81,005	\$ 83,438	\$ 87,922	\$ 91,741
8		\$ 57,867	\$ 66,776	\$ 84,516	\$ 86,768	\$ 91,436	\$ 95,250
9				\$ 88,025	\$ 90,112	\$ 94,952	\$ 98,767
10					\$ 93,495	\$ 98,459	\$ 102,279

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STEP	First day of Fall Term 2019 (1.4%)						
0	\$ 50,171	\$ 42,033	\$ 47,588	\$ 57,259	\$ 60,945	\$ 64,220	\$ 68,091
1		\$ 44,100	\$ 50,060	\$ 60,818	\$ 64,331	\$ 67,786	\$ 71,664
2		\$ 46,162	\$ 52,546	\$ 64,369	\$ 67,710	\$ 71,341	\$ 75,221
3		\$ 48,225	\$ 55,017	\$ 67,919	\$ 71,091	\$ 74,909	\$ 78,782
4		\$ 50,286	\$ 57,489	\$ 71,475	\$ 74,476	\$ 78,472	\$ 82,345
5		\$ 52,353	\$ 59,965	\$ 75,029	\$ 77,854	\$ 82,032	\$ 85,897
6		\$ 54,417	\$ 62,448	\$ 78,582	\$ 81,236	\$ 85,593	\$ 89,464
7		\$ 56,482	\$ 64,921	\$ 82,139	\$ 84,606	\$ 89,152	\$ 93,025
8		\$ 58,677	\$ 67,710	\$ 85,699	\$ 87,983	\$ 92,716	\$ 96,584
9				\$ 89,258	\$ 91,374	\$ 96,282	\$ 100,150
10					\$ 94,804	\$ 99,837	\$ 103,711

STEP	First day of Fall Term 2020 (0.5%)						
0	\$ 50,422	\$ 42,243	\$ 47,826	\$ 57,545	\$ 61,250	\$ 64,541	\$ 68,431
1		\$ 44,320	\$ 50,310	\$ 61,122	\$ 64,653	\$ 68,125	\$ 72,023
2		\$ 46,393	\$ 52,808	\$ 64,691	\$ 68,049	\$ 71,698	\$ 75,597
3		\$ 48,466	\$ 55,292	\$ 68,258	\$ 71,446	\$ 75,283	\$ 79,176
4		\$ 50,538	\$ 57,776	\$ 71,832	\$ 74,848	\$ 78,865	\$ 82,756
5		\$ 52,615	\$ 60,265	\$ 75,404	\$ 78,243	\$ 82,442	\$ 86,326
6		\$ 54,690	\$ 62,760	\$ 78,975	\$ 81,642	\$ 86,021	\$ 89,911
7		\$ 56,764	\$ 65,245	\$ 82,549	\$ 85,029	\$ 89,598	\$ 93,490
8		\$ 58,971	\$ 68,049	\$ 86,128	\$ 88,423	\$ 93,180	\$ 97,066
9				\$ 89,704	\$ 91,831	\$ 96,763	\$ 100,651
10					\$ 95,278	\$ 100,336	\$ 104,229

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

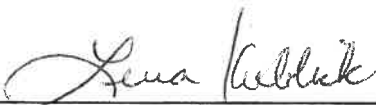
1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

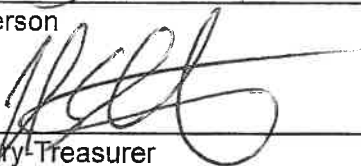
This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated May 11th, 2021.

CONCURRING SIGNATORIES

Dated at Selkirk, Manitoba this 11th day of May, 2021.

Signed and agreed on behalf of the Division:


Chairperson


Secretary-Treasurer

Signed and agreed on behalf of the Association:


President


Vice President

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

Between

The Lord Selkirk School Division

and

The Lord Selkirk Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept. 2018, 2019, and 2020 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 May 11th, 2021 for the members of the Lord Selkirk Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

STEP	EFFECTIVE SEPTEMBER 2018			Premium: \$2937			
0	\$ 46,541	\$ 38,516	\$ 43,994	\$ 53,531	\$ 57,167	\$ 60,396	\$ 64,213
1		\$ 40,554	\$ 46,431	\$ 57,042	\$ 60,506	\$ 63,913	\$ 67,738
2		\$ 42,588	\$ 48,883	\$ 60,544	\$ 63,839	\$ 67,419	\$ 71,245
3		\$ 44,622	\$ 51,320	\$ 64,044	\$ 67,172	\$ 70,937	\$ 74,758
4		\$ 46,655	\$ 53,758	\$ 67,551	\$ 70,511	\$ 74,452	\$ 78,271
5		\$ 48,693	\$ 56,200	\$ 71,056	\$ 73,842	\$ 77,962	\$ 81,774
6		\$ 50,729	\$ 58,649	\$ 74,560	\$ 77,178	\$ 81,474	\$ 85,291
7		\$ 52,765	\$ 61,087	\$ 78,068	\$ 80,501	\$ 84,985	\$ 88,804
8		\$ 54,930	\$ 63,839	\$ 81,579	\$ 83,831	\$ 88,499	\$ 92,313
9				\$ 85,088	\$ 87,175	\$ 92,015	\$ 95,830
10					\$ 90,558	\$ 95,522	\$ 99,342


STEP	EFFECTIVE SEPTEMBER 2019			Premium: \$2844			
0	\$ 47,327	\$ 39,189	\$ 44,744	\$ 54,415	\$ 58,101	\$ 61,376	\$ 65,247
1		\$ 41,256	\$ 47,216	\$ 57,974	\$ 61,487	\$ 64,942	\$ 68,820
2		\$ 43,318	\$ 49,702	\$ 61,525	\$ 64,866	\$ 68,497	\$ 72,377
3		\$ 45,381	\$ 52,173	\$ 65,075	\$ 68,247	\$ 72,065	\$ 75,938
4		\$ 47,442	\$ 54,645	\$ 68,631	\$ 71,632	\$ 75,628	\$ 79,501
5		\$ 49,509	\$ 57,121	\$ 72,185	\$ 75,010	\$ 79,188	\$ 83,053
6		\$ 51,573	\$ 59,604	\$ 75,738	\$ 78,392	\$ 82,749	\$ 86,620
7		\$ 53,638	\$ 62,077	\$ 79,295	\$ 81,762	\$ 86,308	\$ 90,181
8		\$ 55,833	\$ 64,866	\$ 82,855	\$ 85,139	\$ 89,872	\$ 93,740
9				\$ 86,414	\$ 88,530	\$ 93,438	\$ 97,306
10					\$ 91,960	\$ 96,993	\$ 100,867

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STEP	EFFECTIVE SEPTEMBER 2020			Premium: \$2790			
0	\$ 47,632	\$ 39,453	\$ 45,036	\$ 54,755	\$ 58,460	\$ 61,751	\$ 65,641
1		\$ 41,530	\$ 47,520	\$ 58,332	\$ 61,863	\$ 65,335	\$ 69,233
2		\$ 43,603	\$ 50,018	\$ 61,901	\$ 65,259	\$ 68,908	\$ 72,807
3		\$ 45,676	\$ 52,502	\$ 65,468	\$ 68,656	\$ 72,493	\$ 76,386
4		\$ 47,748	\$ 54,986	\$ 69,042	\$ 72,058	\$ 76,075	\$ 79,966
5		\$ 49,825	\$ 57,475	\$ 72,614	\$ 75,453	\$ 79,652	\$ 83,536
6		\$ 51,900	\$ 59,970	\$ 76,185	\$ 78,852	\$ 83,231	\$ 87,121
7		\$ 53,974	\$ 62,455	\$ 79,759	\$ 82,239	\$ 86,808	\$ 90,700
8		\$ 56,181	\$ 65,259	\$ 83,338	\$ 85,633	\$ 90,390	\$ 94,276
9				\$ 86,914	\$ 89,041	\$ 93,973	\$ 97,861
10					\$ 92,488	\$ 97,546	\$ 101,439

Dated at Selkirk, Manitoba this 11th day of May, 2021

Signed on behalf of the Lord Selkirk School Division:



Chairperson


Secretary-Treasurer

Signed on behalf of the Lord Selkirk Teachers' Association:



President



Vice President

THIS COLLATERAL AGREEMENT made this 29th day of June , 2023

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE LORD SELKIRK 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 11th 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees 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, the Division shall pay monthly for September 2023; \$82.00 on behalf of each Employee in respect of the Dental plan and/or \$142.00 on behalf of each employee in respect of the Extended Health plan, and/or \$10.00 on behalf of each Employee in respect of the Vision plan said \$82.00, \$142.00 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) for Dental and Extended Health only 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:
LORD SELKIRK SCHOOL DIVISION
205 MERCY STREET
SELKIRK, MANITOBA
R1A 2C8

To the Association:
LORD SELKIRK TEACHERS' ASSOCIATION
310 CHRISTIE AVENUE
SELKIRK, MANITOBA
R1A 2L6

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 LORD SELKIRK 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



Secretary

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

Between

The Lord Selkirk School Division

and

The Lord Selkirk Teachers' Association

of the

Manitoba Teachers' Society

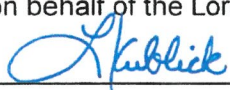
RE: Sept. 2023 Salary grid net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated June 29, 2023 for the members of the Lord Selkirk 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 2023.

STEP	EFFECTIVE SEPTEMBER 2023			Premium: \$2808			
0	\$ 49,278	\$ 40,829	\$ 46,596	\$ 56,636	\$ 60,463	\$ 63,863	\$ 67,881
1		\$ 42,975	\$ 49,162	\$ 60,331	\$ 63,979	\$ 67,565	\$ 71,592
2		\$ 45,116	\$ 51,743	\$ 64,018	\$ 67,487	\$ 71,256	\$ 75,284
3		\$ 47,257	\$ 54,309	\$ 67,703	\$ 70,996	\$ 74,960	\$ 78,981
4		\$ 49,397	\$ 56,875	\$ 71,395	\$ 74,510	\$ 78,659	\$ 82,679
5		\$ 51,543	\$ 59,446	\$ 75,085	\$ 78,017	\$ 82,354	\$ 86,367
6		\$ 53,686	\$ 62,023	\$ 78,773	\$ 81,529	\$ 86,052	\$ 90,070
7		\$ 55,830	\$ 64,590	\$ 82,466	\$ 85,027	\$ 89,747	\$ 93,767
8		\$ 58,109	\$ 67,487	\$ 86,162	\$ 88,533	\$ 93,447	\$ 97,462
9				\$ 89,856	\$ 92,053	\$ 97,148	\$ 101,164
10					\$ 95,615	\$ 100,839	\$ 104,861

Dated at Selkirk, Manitoba this 29th day of June, 2023

Signed on behalf of the Lord Selkirk School Division:



Chairperson



Secretary – Treasurer

Signed on behalf of the Lord Selkirk Teachers' Association:

President



Secretary

