

COLLECTIVE AGREEMENT

BETWEEN

THE PARK WEST SCHOOL DIVISION

AND

THE PARK WEST TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

July 1, 2018 – June 30, 2022

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ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties of this collective agreement between the Park West School Division and the Park West Teachers' Association to set out a specific salary schedule and other conditions of employment resulting from the operation of the said schedule.

ARTICLE 2 - EFFECTIVE PERIOD

This agreement shall come into force and take effect from the first day of July 2018, and shall remain in force until the June 30, 2022. Thereafter it shall remain in force unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. This notice shall be given not less than thirty (30) days prior to the expiration date of the collective agreement.

ARTICLE 3 - SALARY SCHEDULE

3.01 Classification

For the purpose of the salary schedule, teachers shall be classified and placed on the salary scale according to classification and years of experience as set forth by Manitoba Regulation 115/2015 a regulation under the Education Administration Act and subsequent amendments.

3.02 Basic Schedule (Net of Dental and Extended Health Premiums)

Year 1: September 2018 (2018-19)

\$2,544 Annual Benefit Premium

<u>Increment</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	36,061	39,891	44,837	53,902	57,796	61,847	64,302
1	38,019	42,131	47,277	57,394	61,451	65,251	67,815
2	39,980	44,376	49,715	60,886	65,105	68,651	71,333
3	41,937	46,619	52,156	64,379	68,761	72,047	74,846
4	43,892	48,865	54,591	67,870	72,413	75,446	78,363
5	45,854	51,098	57,031	71,361	76,065	78,946	81,877
6	47,796	53,338	59,467	74,855	79,719	82,240	85,391
7		55,577	61,905	78,347	83,372	85,640	88,909
8			64,355	81,839	87,028	89,041	92,422
9				85,333	90,683	92,435	95,937
10						95,793	99,452

Year 2: September 2019 (2019-20)**\$2,580 Annual Benefit Premium**

<u>Increment</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	36,565	40,449	45,464	54,656	58,605	62,713	65,202
1	38,551	42,720	47,938	58,197	62,311	66,164	68,764
2	40,539	44,997	50,411	61,738	66,016	69,612	72,332
3	42,524	47,272	52,886	65,280	69,723	73,055	75,893
4	44,506	49,548	55,355	68,820	73,427	76,502	79,460
5	46,496	51,813	57,829	72,360	77,129	80,051	83,023
6	48,465	54,084	60,299	75,902	80,835	83,391	86,586
7		56,355	62,771	79,443	84,539	86,838	90,154
8			65,255	82,984	88,246	90,287	93,715
9				86,527	91,952	93,728	97,280
10						97,133	100,844

Year 3: September 2020 (2020-21)**\$2,700 Annual Benefit Premium**

<u>Increment</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	36,641	40,545	45,585	54,822	58,791	62,919	65,420
1	38,636	42,826	48,071	58,381	62,515	66,387	69,001
2	40,635	45,115	50,556	61,940	66,239	69,853	72,586
3	42,630	47,401	53,044	65,499	69,965	73,313	76,166
4	44,622	49,689	55,524	69,057	73,687	76,777	79,750
5	46,621	51,965	58,011	72,614	77,408	80,344	83,331
6	48,600	54,248	60,493	76,175	81,132	83,701	86,912
7		56,530	62,978	79,733	84,854	87,165	90,497
8			65,474	83,292	88,580	90,632	94,077
9				86,853	92,305	94,090	97,659
10						97,512	101,241

Year 4: September 2021 Salary Schedule to be adjusted by Cost of Living Adjustment ("COLA") and adjustments as provided by the applicable Collateral agreement for the MPSE Dental and Extended Health Plan.

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

3.03 Anniversary Dates for Increments

Teachers shall receive annual increments as indicated in 3.02 above to the maximum salary. The anniversary dates for increments for teachers shall be the first day of the teaching month that follows the date on which the teacher completes a year of teaching experience as recognized by the Professional Certification Records Branch of the Manitoba Department of Education.

3.04 Change in Classification

The onus is on the teacher to give notice to the Division as soon as possible after credit has been obtained for change in classification. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Section of the Administration and Professional Certification Branch of Manitoba Education. The salary change for increased qualifications shall become effective from the beginning of the month following the receipt of the confirmation of the increased qualifications from the Professional Section of the Administration and Professional Certification Branch of Manitoba Education.

3.05 Staff Placement

Teachers already on staff shall be given full credit for previous experience on the Park West Division staff plus credit for previous experience as provided in 3.03 above. No teacher at present on the Park West staff shall suffer reduction in salary according to Article 3.01, 3.02, and 3.03.

3.06 Part-Time Teachers

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

- a) be paid according to their classification and years of experience as established in Article 3.01 and Article 3.02.
- b) be paid on a rate based on the fraction of the time employed
- c) Increments – the service of a part time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more of teaching experience as recognized by the Professional Certification Branch of the Manitoba Department of Education, that teacher shall receive the next higher step of the schedule, on the first day of the teaching month that follows the date of recognition.
- d) Part-time teachers shall participate in activities during the regular school day when requested by the Superintendent or designate. Part-time teachers shall receive a pro-rata portion of the per diem rate for the time spent over and above their regularly scheduled teaching time during the school day.

3.07 Administrative Allowance

a) Principals

A Principal shall be paid a basic annual administrative allowance of:

Effective July 1, 2018: \$6,673

Effective July 1, 2019: \$6,767

Effective July 1, 2020: \$6,800

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02)

In addition to the base allowance, a principal shall receive a per teacher annual allowance of:

Effective July 1, 2018: \$804

Effective July 1, 2019: \$815

Effective July 1, 2020: \$819

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02)

for each full time equivalent teacher in excess of 5, to a maximum of:

Effective July 1, 2018: \$16,807

Effective July 1, 2019: \$17,042

Effective July 1, 2020: \$17,127

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02)

The principal shall not be classified as a teacher for the above calculation.

In a school with more than 25 teachers, the principal shall be entitled to two additional increments. These increments are to be earned as follows:

Effective July 1, 2018: \$616

Effective July 1, 2019: \$624

Effective July 1, 2020: \$627

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02)

For each successive year of administrative experience in the Division.

b) Vice-Principals

A vice-principals shall be paid an annual administrative allowance equal to one half the principal's allowance. In a school with more than 25 teachers he/she shall be entitled to two additional increments. These increments are to be earned as follows:

Effective July 1, 2018: \$308

Effective July 1, 2019: \$312

Effective July 1, 2020: \$314

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02)

for each successive year of administrative experience in the Division.

c) Acting Principals

For each school building, a teacher shall be appointed by the Division to act as a principal during the absence of the principal and vice-principal.

An acting principal appointed by the Division shall be paid an allowance equal to the Principal’s per diem administrative allowance or:

Effective July 1, 2018: \$43.61

Effective July 1, 2019: \$44.22

Effective July 1, 2020: \$44.44

Effective July 1, 2021: To be determined by COLA (defined in Article 3.02) whichever is greater for each day that he/she is appointed.

d) Coordinators

A certified teacher, employed as coordinator, shall be paid in addition to the salary afforded by the salary schedule an annual allowance determined as follows:

1) Coordinator Allowance

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>
Effective July 1, 2018	5,384.25	6,153.41	6,922.60	7,691.78
Effective July 1, 2019	5,459.63	6,239.56	7,019.51	7,799.47
Effective July 1, 2020	5,486.93	6,270.76	7,054.61	7,838.46
Effective July 1, 2021	To be determined by COLA (defined in Article 3.02)			

2) Student Services Coordinator Allowance

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>
Effective July 1, 2018	7,691.03	8,546.66	9,495.22	10,550.39
Effective July 1, 2019	7,798.70	8,666.32	9,628.15	10,698.09
Effective July 1, 2020	7,837.70	8,709.65	9,676.29	10,751.58
Effective July 1, 2021	To be determined by COLA (defined in Article 3.02)			

Coordinators employed on a part-time basis shall have the allowance paid on a prorated basis in accordance with the percentage of time employed.

3.08 Substitute Teachers

Substitute teachers shall be paid at the negotiated rate of:

Uncertified Substitutes:

Effective Date of Signing:	\$129.39
First day of the Fall Term 2021	\$129.39 + COLA (defined in Article 3.02)

Certified Substitutes:

Effective Date of Signing:	\$159.85
First day of the Fall Term 2021	\$159.85 + COLA (defined in Article 3.02)

All of the above rates are inclusive of vacation pay.

- a) If the substitute teacher is employed on a day to day basis and the period of employment extends beyond five consecutive teaching days in the same assignment, the teacher shall be paid at a rate under the salary schedule in accordance with his/her qualifications and experience beyond the fifth day.
- b) If the teacher is hired to substitute for a period known to exceed five consecutive days the teacher shall be paid at a rate under the salary schedule in accordance with his/her qualifications and experience from the first day of employment.
- c) Substitutes called into work will be paid a minimum of one-half (1/2) day at the appropriate rate of pay Substitute teachers called in for greater than one half day or a substitute teacher whose assignment has been extended shall be paid on a pro-rated basis for the entire assignment.
- d) A substitute teacher who has been employed for at least twenty consecutive (20) days of extended substitute teaching in the same assignment shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher contract, unless the return of the regular teacher or the conclusion of the substitute assignment will occur within five (5) working days.
- e) A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled teaching days shall be termed extended substitute teaching.

Such periods as defined in 3.08 (a), 3.08 (b), 3.08 (d) and 3.08 (e) shall not be interrupted because of in-service or administration days on which a school is declared closed by the Division or on which a substitute is not required to teach because of a school or Division activity and such days shall not constitute a break in consecutive days.

- f) Manitoba Teachers' Society Fees and Park West Teachers' Association fees shall be deducted from a substitute teacher's pay monthly.

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.

- g) 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.

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

- h) The following clauses in the collective agreement apply to substitute teachers covered under Article 3.08:

Article 1: Purpose
 Article 2: Effective Period
 Article 3.01: Classification (when a substitute teacher is eligible under 3.08 (a))
 Article 3.02: Basic Schedule (for information purposes only)
 Article 3.03: Anniversary Dates for Increments
 Article 3.04: Changes of Classification
 Article 7: Noon Hour

Article 8: Freedom from Violence
 Article 10: Settlement of Disputes
 Article 15: Sexual Harassment
 Article 16: Interpretation

- i) The provisions of the collective agreement do not apply to substitute teachers except as expressly provided for in Article 3.08 – Substitute Teachers.
- j) The only matters which may be grieved under Article 10 – Settlement of Disputes by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

3.09 Interest on Retroactive Pay

For the purposes of the 2018-2022 collective agreement only, the interest on retroactivity will be waived.

The Division shall pay interest on the gross amount of any retroactive pay increase to all employees covered by this agreement at the average Royal Bank of Canada prime rate minus one-half percent, calculated and commencing from the first day of the fall term 2018 to the date of the retroactive payment.

3.10 Payment of Salaries

- a) All teachers will be paid in twelve (12) equal monthly payments these payments to be received on or before the last teaching Friday of each month. Payments for June, July and August shall be paid in one deposit at the close of school in June.
- b) Teachers will receive payment by automatic deposit into the financial institution they set up with the Division, at the start of such payment.

3.11 Deduction of Professional Fees

a) Manitoba Teachers' Society Deduction

The teacher's annual fees to The Manitoba Teachers' Society shall be deducted in ten (10) equal installments, not including the months of July and August from their monthly salary deposits and shall be remitted monthly to the Manitoba Teachers' Society office.

b) Association Rights

The annual fees of the Park West Teachers' Association shall be deducted from the salary of all members of the Park West Teachers' Association and forwarded to the Association Treasurer. The Association shall notify, in writing, the Division Secretary-Treasurer, the amount of the dues to be deducted, one month prior to the date the dues is to be deducted.

In consideration of the Division making the compulsory check-off of Association dues as herein provided, the Association agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Division by reason of the division making the compulsory check-off of Association dues provided for in this article.

c) E.I. Rebate

Should the Division become eligible for a reduction in premiums under the Employment Insurance Act, the teachers' 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the Spring and Fall terms) to the Treasurer of the Association.

3.12 Allowance for Courses Not Leading to a Degree

Effective date of signing a teacher will be paid \$30.75 per week up to a maximum of \$122.98 in any one year for attending and successfully completing one or more professional courses, where such course or courses have been approved or endorsed by Manitoba Education and/or The Manitoba Teachers' Society and has received prior approval from the Board. Professional courses are described as those educational courses which do not give credit towards a recognized degree or a permanent certificate. Teachers receiving benefits under this provision must remain on staff for the next school year or refund the remuneration received, to the Division. Approval of the Board shall be granted unless it can reasonably conclude that such a course or courses would be redundant, undesirable, or unlikely to add to the qualifications of the teacher applying for financial assistance.

3.13 Per Diem Salary Rate

Whenever in this agreement deduction of salary during a leave of absence or payment of salary is to be made at the per diem rate, the amount of the deduction or payment shall be calculated in accordance with the appropriate formula set out below:

Payment at Per Diem Rate:

$$\frac{\text{No of days for which payment is due}}{\text{No of days in the school year as Defined by the Minister of Education}} \times \text{Teachers' current annual salary}$$

ARTICLE 4 - BENEFIT PLANS

Refer to attached Letter of Understanding

4.01 Insurance Plans

a) MPSEGLIP Group Life Insurance

- i) The Division 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.
- ii) Where an employee qualifies for group life insurance, the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque.
- iii) All employees coming on staff after the effective date of implementation of the Plan in the Division shall be required to participate in the Plan.

b) Accidental Death and Dismemberment Insurance

As a condition of continuing employment, all teachers employed by the Park West School Division will be enrolled in the Accidental Death and Dismemberment insurance, insured by SSQ Insurance. Every teacher will be insured for 5 times annual salary to a maximum of \$475,000 and one half (1/2) of the annual premium

will be paid by the Park West School Division. The effective period of this insurance will be from September 1st to August 31st during the teacher's term of employment by the Park West School Division.

All teachers not enrolled in the above named plan will be enrolled within one month of the signing of this collective agreement.

4.02 Dental and Extended Health Care Plans

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

4.03 Manitoba Teachers' Society Disability Plan

All teachers hired by the Park West School Division shall be enrolled in the Manitoba Teachers' Society Disability Benefits Plan and shall continue to participate in the Plan as long as the Board continues to employ them. Premiums for this Plan will be paid by the teachers. The Park West School Division shall deduct premiums and remit them to the Manitoba Teachers' Society Disability Benefits Plan as required by the Plan Administrator. Park West School Division agrees to provide notification to the Plan regarding potential claims and to complete the required documentation for teacher claims, in accordance with the requirement of the Plan.

4.04 Short Term Disability Plan

- a) The full cost of the premiums shall be paid by each teacher in the Division. The Division will deduct the premiums and shall forward such premiums on a monthly basis to the MTS Short Term Disability 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:
 1. deducting premiums from the teachers;
 2. enrolling newly hired teachers in the Plan;
 3. completing a premium statement to accompany premium remittances;
 4. distributing plan information to teachers from time to time;
 5. completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent from teaching and where the sickness or disability may result in the filing of a claims or benefits, as per the requirement 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.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- g) The 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.

4.05 Deferred Salary Leave Plan

The Division shall administer a Deferred Salary Leave Plan for the Park West Teachers' Association of the Manitoba Teachers' Society.

ARTICLE 5 - LEAVES

5.01 Sick Leave

- a) Where a teacher is sick he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave; but subject to (b) below, the leave shall not be less than twenty (20) days in any given year. A teacher must first work a day within the current school year to receive sick leave as per Article 5.01(b).
- b) Effective September 2008, where the employment of a teacher is continued for more than one (1) year the unused portion of the sick leave in any year 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 the sixth year
 - 130 days in the seventh year
- c) In any school year where a teacher returns from leave and has no sick leave, the Division shall advance up to twenty (20) days sick leave. If said teacher thereafter terminate employment, any sick leave advanced and used but not subsequently accumulated as an entitlement in accordance with 5.01 (a) shall be reimbursed to the Division. This leave is not to be used as a bridge to Article 4.03 MTS Disability Plan nor Article 4.04 Short Term Disability Benefit Plan.
- d) A part time teacher is entitled to a pro-rata share of twenty (20) days sick leave per year and the principal of accumulation, and the total to be accumulated, applies as to full-time teachers.
- e) Sick leave shall not continue to accrue while on any leave of absence without pay.

5.02 Compassionate Leave

In the event of death or serious illness a teacher shall be allowed the following bereavement leave plus additional time at the discretion of the Board:

- a) for immediate family (spouse/common-law partner, child, parents of the teacher or spouse) - five (5) days.
- b) for brother, sister, grandparents, grandchildren, brother and sister-in-laws, dependent or person in the care of the teacher - three (3) days

c) for aunt and uncle of the teacher - one (1) day.

Upon request each teacher shall be allowed compassionate leave without loss of salary of up to one day to attend a funeral to act as a pallbearer.

The Division recognizes that situations may arise where additional leave of absence may be required for other relatives and close friends. In such cases the Division will consider the request of the teacher on application of the teacher in writing.

5.03 Family Medical Leave

Each teacher shall be entitled to use up to five (5) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the spouse, children, or parents of the teacher or spouse. Where such cases occur and both parents of a particular child are teachers within the scope of this agreement, both parents may not access the provision of this article concurrently.

Every effort shall be made to schedule medical appointments outside of school hours.

5.04 Personal Leave

A teacher shall be entitled to two (2) days personal leave of absence within each school year subject to approval of the principal. Both days shall be with no deduction in salary. Such leave must be requested at least two (2) teaching days in advance of the projected date of absence. In cases of emergency, however, the teacher may request that the two (2) day notice be waived through approval of the Superintendent.

Personal Leave will be taken as a full teaching day regardless of FTE (full time equivalent percentage) that a teacher is assigned. For example, a teacher who works .75 FTE is entitled to two days of personal leave worth .75 each day.

5.05 Parenting Leave

Top-Up Benefits

(a) Every female employee covered by the Collective Agreement shall be entitled to Maternity Leave in accordance with the Employment Standards Code of the Province of Manitoba. Every employee covered by the collective agreement shall be entitled to Parental Leave or Adoptive Leave in accordance with the Employment Standards Code of the Province of Manitoba.

i. Effective July 1st, 2015, a teacher (who qualifies for Employment Insurance benefits) 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.

ii. Effective July 1st, 2015, the Division shall pay a teacher (who qualifies for Employment Insurance benefits) on Maternity Leave and/or Parental/Adoptive Leave:

- 1) 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 Leave or Parental Leave and continues to receive employment insurance benefits;
- 2) 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;
- 3) Up to fifty (50) teaching days of Parental/Adoptive Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on Parental/Adoptive Leave and continues to receive employment insurance benefits.

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

- 1) One hundred and thirty-five (135) teaching days of pay and/or top-up if the teacher takes both Maternity Leave and Parental/Adoptive Leave;
- 2) Eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes Maternity Leave;
- 3) Fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes Parental/Adoptive Leave;

unless the teacher takes a shorter period of Maternity Leave and/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 the Maternity Leave benefits.

iv. 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.

- (b) To request leave, the employee shall make written application to the Division not later than four weeks before the leave is to commence. In the case of adoptive leave the employee shall give as much notice as reasonable possible provided the Division has been kept up to date of the progress of adoption proceedings. Before returning from leave, the teacher must provide the Division with four (4) weeks' notice to their return date.
- (c) The conditions of maternity leave shall be determined to the mutual satisfaction of the employee and the Division.
- (d) Following the mutual agreement by the employee and the Division on the conditions of the parenting leave to be taken, the Division will provide the teacher with a written memorandum of the agreement, including the statement that, at the termination of the leave, the employee will be reinstated in the position occupied by her/him at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- (e) Where no agreement is reached between the employee and the Division pursuant to (d), then the employee concerned shall be granted leave according to provisions in current legislation.
- (f) For purposes of all benefits, parenting leave shall not constitute a break in employment.
- (g) Nothing in the foregoing shall reduce the rights of the employee with respect to leave which is provided in current legislation.

5.06 Birth/Adoptive Leave

- a) Upon the birth of their child, the teacher of such child shall be allowed up to two (2) days of leave. The first day will be at no loss of salary to the teacher. For the second day, the teacher will be deducted the substitute rate. If the teacher takes two days they must be taken on consecutive teaching days. This leave does not apply to a teacher eligible for Maternity Leave.
- b) Upon the adoption of their child, the teacher shall be allowed up to two (2) days of leave. The first day will be at no loss of salary to the teacher. For the second day, the teacher will be deducted the substitute rate. If the teacher takes two days they must be taken on consecutive teaching days.

5.07 Witness and Jury Duty Leave

A teacher will be allowed leave of absence without loss of pay when subpoenaed to appear as a witness in Court, or when selected as juror in a court case. Any remuneration awarded by the court, excluding food, lodging and transportation will be paid by the teacher to the Division, up to a maximum of the salary involved for the period in question.

5.08 MTS Activities

A teacher, being a member of The Manitoba Teachers' Society Executive Committee or of the Executive Committee of any branch thereof or of any special committee of the Society, or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he/she is a member of to act as a representative or delegate of the Society in a matter of Society business requiring absence from the school, shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of seven (7) teaching days in any school year, provided that a substitute is assumed by the Society and shall not be a charge upon the Division concerned except that the President of the local M.T.S. branch may be granted up to an additional five (5) days of such leave. Any additional leave shall require the consent and approval of the Board.

RE: Association Release Time

The Association shall, upon giving notice on or before April 30th, be entitled up to the equivalent of one half time (1/2) release position as determined by the Association to attend to Association business for the following school year.

There shall be no loss of benefits and the Association shall reimburse the Division for each release time member's salary, allowance where applicable, benefits and other costs related to each release time member's secondment.

On or before April 30th in the year of the secondment each release time member shall advise the C.E.O./Superintendent of Schools in writing of the member's intention to return at the commencement of the next school year.

A member employed by the Division who is elected to a release time position shall at the termination of the member's secondment return to the same position the member held prior to the leave or to a comparable position.

5.09 Leave Without Pay

Teachers may be granted a leave without pay upon application to the Division.

Such leave shall not constitute a break in tenure or loss of accumulated sick leave; but shall not count in calculating experience for increment purposes. Application for said leave to be submitted to the Division by April 1. The applicant must notify the Division of intention to return not later than March 31 of the calendar year in which return is intended. Upon return, said teacher will be assigned by the Division to a teaching position.

5.10 Special Leave

In all other cases of absence from teaching duties, for one or more days, other than leave granted under Articles 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.07, 5.08, and 5.09 permission of the C.E.O./Superintendent must be obtained. The teacher shall be informed whether such leave shall be granted:

- (a) with no deduction from the teacher's salary, or
- (b) with the cost of the substitute teacher, where provided, deducted from the teacher's salary, or
- (c) with a daily deduction of the teacher's per diem salary. Where the C.E.O./Superintendent refuses permission, he/she shall set out in writing such reasons for such refusal. The teacher shall have the right to appeal the refusal to the Park West School Division Board. Further, the refusal shall be subject to arbitration, pursuant to Article 10 of this collective agreement. The function of the Arbitration Board shall be to determine whether the reasons for the refusal are reasonable.

ARTICLE 6 - EXTRA-CURRICULAR

- a) Extra-curricular activities means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day. Extra-curricular activities do not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur along 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) Where a teacher participates in extra-curricular activities, for each 25 hours in any given school year he or she shall be granted one-half (1/2) day of extra-curricular leave up to a maximum of two days per school year. This time must be used no later than the end of the following school year.
- c) The extra-curricular leave day will be granted upon verification of hours by the school principal or designate to the teacher upon providing reasonable notice to the Superintendent/CEO and subject to the availability of a suitable substitute teacher. Teachers may not take this leave on any teacher in-service, parent-teacher day, administration day(s) or pupil evaluation days as designated by the school division or school. Further, extra-curricular leave shall not be used to extend summer vacation. If the teacher does not use the extra-curricular leave day, the teacher shall be paid the maximum per diem substitute rate in lieu.

d) Carry over of hours

If a teacher accumulates between 25 and 49 extra-curricular hours in one school year (1st year), these unused hours will be carried forward into the following school year (2nd year).

Should a teacher accumulate extra-curricular hours between 25 and 49 and take a half day (0.5 day) of extra-curricular leave in the school year it was earned, the remaining unused hours will not be carried over.

The teacher can use any extra-curricular hours accumulated in the 2nd year to add to the carried forward amount from the 1st year to reach 50 hours.

Any amount of combined extra-curricular hours from the 1st and 2nd years that still is between 25 and 49 hours will not be carried forward into the 3rd year.

No hours above 50 accumulated hours will be carried over in any year.

ARTICLE 7 - NOON HOURS

Except in case of emergency or unforeseen similar circumstances, every teacher is entitled to and shall receive an uninterrupted meal period of a minimum of fifty-five (55) minutes between 11:00 a.m. and 2:00 p.m. daily.

Refer to attached Letter of Understanding.

ARTICLE 8 - FREEDOM FROM VIOLENCE

- a) 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.
- b) 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.
- c) Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

ARTICLE 9 - LAY-OFF

- a) Where it is determined by the Division 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 Division shall give first consideration to retaining teachers having the greatest seniority with the Division.
- b) Notwithstanding the foregoing, the Division shall have the right to disregard the seniority of any teacher in the event of a lay-off, if such teacher does not have the necessary training and/or academic qualifications and/or experience and/or ability for a specific teaching assignment.

- c) Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience within the Division.
- d) Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- e) Where teachers have the same seniority as defined in c) and d) above the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- f) Where teachers have the same seniority as defined in c), d), and e) above the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- g) If the length of teaching experience as defined in c), d), e), and f) are equal, the teacher to be declared surplus shall be determined by the Division.
- h) A teacher will retain and accrue seniority if absent from work because of:
 1. illness or accident up to the maximum days accumulated under the provisions of the Collective Agreement;
 2. a leave of absence up to thirty (30) calendar days other than following sick leave per 9 h) 1.;
 3. Sabbatical leave;
 4. leave up to the amount of time specified under the provisions of the Employment Standards Code.
- i) A teacher shall retain but not accrue seniority if the teacher is:
 1. on leave of absence in excess of thirty (30) calendar days;
 2. laid off for a period of time less than that set out in Article 9 j) 4. hereof;
 3. absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
 4. absent because the Board has granted more leave than required by the Employment Standards Code.
- j) A teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
 1. the teacher resigns;
 2. the teacher is employed by another school division as a full-time teacher on a Form 2, or equivalent full-time contract, approved by the Minister; except those teachers who are employed full-time on such a contract for a limited term not to exceed one year;
 3. the teacher fails to return to work after the termination of any leave granted by the Division;
 4. the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;
 5. the teacher's contract is terminated for cause;
 6. any teacher on the re-employment list who refuses to accept a position for which the Division has determined that the teacher has the necessary training, academic qualifications, experience and ability to perform the work in positions offered shall forfeit all right of seniority and re-employment subject to the exception

contained in 9 j) 2. In circumstances as outlined in 9 j) 2. refusal to accept employment shall forfeit all claims to the position offered.

k) **Definitions**

1. **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, subjects or programs.
2. **Academic Qualifications** - Refers to the classification in which a teacher is placed by the Professional Section of the Administration & Professional Certification Branch of Manitoba Education.
3. **Experience** - The practical application of the training over a reasonably current period of time with respect to the particular subjects (including special subjects) or programs as may from time to time be approved and offered by the Division.
4. **Ability** - A teachers demonstrated skill and competence to satisfactory and proficiently perform a particular assignment after having acquired the necessary training and academic qualifications and reasonably current experience.

- l) In the event of an impending lay-off, the Division shall meet with the executive of the Association at least thirty-one (31) days prior to the notification of lay-off to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off and with a copy of the seniority list. The seniority list shall be posted in each school within five (5) calendar days of the meeting between the Division and the Association.

The seniority list shall contain the names of those teachers having the least seniority identified in sufficient numbers so that the number identified is equal to three times (3x) the number of teachers to be laid off or twenty (20) teachers whichever is greater.

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.

- m) Notice of lay-off and a copy of this clause shall be given to the teacher laid off by registered mail not later than November 1st for lay-off on December 31st and May 1st for lay-off on June 30th. It is understood that lay-offs will occur only on the aforementioned dates.

The teacher shall indicate, in writing, to the Division his/her wish to be placed on the recall list. Failure to provide a written indication to the Division by June 30 shall relieve the onus on the Division for that teacher's continued placement on the recall list.

- n) If after lay-offs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of lay-off, positions become available teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the positions first, providing such teachers have the necessary training, academic qualifications, experience and ability for the position available. Seniority 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 qualifications, experience and ability.

It shall be the responsibility of the teacher to report to the Division by registered mail an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher. A teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within six (6) days of the registered letter being received or within twenty (20) calendar days of the letter being sent, whichever occurs first, 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 notification of his/her intent to return unless by mutual agreement.

- o) A teacher's accumulated sick leave credits will not be affected if the teacher is recalled.
- p) Notwithstanding any other provisions of this agreement, the foregoing lay-off provision shall not apply to a teacher continuously employed by the Division under an approved form of agreement for a full school year or less, as defined by the Minister by regulation, or to a teacher employed on a limited term contract not to exceed one (1) school year where during that term the teacher is employed on the express written understanding that the teacher's employment with the Division will cease at the end of such term, provided however, no teacher shall be laid off who has been employed by the Division under an approved form of agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a limited term contract not to exceed one (1) school year has not been terminated, having regard to the necessary training, academic qualifications, experience and ability required for a specific teaching assignment of such teacher employed under a limited term contract or of a teacher continuously employed by the Division under an approved form of agreement for a full school year or less as defined by the Minister by regulation.
- q) If the Board terminates the contract of any teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.

ARTICLE 10 – SETTLEMENT OF DISPUTES

Any difference between the parties to, or persons bound by the agreement, or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within twenty (20) teaching days from the date when the Association takes the matter up with the Division or the Division notifies the Association in writing of its desire to have the difference negotiated, shall upon written request of either party be submitted to an arbitration board, consisting of three (3) members. Each of the parties to the dispute, shall within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two (2) arbitrators, within a further period of seven (7) days after their appointment shall meet and select a chairman. Should the two (2) arbitrators fail to agree upon a chairperson within the required seven (7) days either

party may request the Manitoba Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 11 - HIRING

- a) When a full-time teaching position becomes vacant within the Division, the right of first refusal shall be given to any part-time teacher who applies for that position and is already employed within the Division provided that the applicant from within the Division has equal or better training, academic qualifications and experience as compared to other applicants for the position from outside the Division. When more than one part-time teacher from the Division applies for a full-time vacant position and the teachers have the necessary training, academic qualifications and experience to fill the position, the right of first refusal shall be given to the teacher having the greater seniority in accordance with Article 9.
- b) Notwithstanding clause (a), if a vacancy arises in a full-time teaching position during the school year, the Division shall have the right to fill the vacancy on a temporary basis for a term which does not exceed the balance of the school year. Thereafter, the Division shall comply with Clause (a) in filling a vacant position.

ARTICLE 12 – TRANSFERS

- a) Teachers who are transferred from community to community within the Division, shall have their reasonable moving expenses paid, provided prior approval of costs is given by the Division.
- b) The Association recognizes the right of the Division to transfer teachers employed by the Division to schools under the jurisdiction of the Division.
- c) The Division shall exercise its discretion to transfer in a manner, which is fair and reasonable. The Division shall, wherever possible, consult with teachers who are being involuntarily transferred prior to making a final decision.
- d) In making transfer decisions, the Division shall consider the educational needs of the students, the administrative needs of the Division and those concerns raised by the teacher prior to making a decision. However, the Division shall be guided by the educational needs of the students and the administrative need of the Division.
- e) In the case of any teacher who is given notice of transfer following May 31st and wishes to resign before June 30th of that year, the Division agrees to accept the resignation, provided it is offered in writing within 10 teaching days of the notice of transfer.

ARTICLE 13 - PREPARATION TIME

- a) Over the course of the school year, the Division will provide the equivalent of a minimum of thirty (30) minutes per day of preparation time per full time teacher. This may be scheduled in varying blocks of time throughout the school year and may be scheduled differently for teachers depending on their school and timetables.

For example: A teacher may have all of their preparation time in a single semester. Another teacher may have the majority of their preparation time on one day per 6 day cycle.

- b) Part time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.
- c) 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. Teachers are expected to remain in their assigned school during the preparation time except with the approval from the school principal or designate.

ARTICLE 14 - LIMITED TERM TEACHER-GENERAL CONTRACTS

- a) Any teacher employed by the Division on a Limited Term Teacher-General Contract for two (2) successive full school years shall, on employment for the third (3rd) consecutive school year, be assigned to a Teacher-General Contract and shall be entitled retroactively to seniority. Article 14 (a) applies to only those teachers on a Limited Term-Teacher General Contract on or after June 30, 2005.
- b) Effective July 1, 2007, Seniority and Sick Leave Benefits accrued under a Limited Term Teacher-General Contract shall be carried over to any consecutive Teacher-General contract.
- c) Notwithstanding the foregoing, should the Division expect the teacher to be employed for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher-General Contract.

ARTICLE 15 - SEXUAL HARASSMENT

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


ARTICLE 16 - INTERPRETATION

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

It is agreed that under Section 408, Sub-section 1, of the Public Schools Act, each party shall accept its own responsibility for filing this agreement.

Dated at Birtle, Manitoba this 17th day of May, 2021.
Signed and agreed on behalf of the Park West School Division,


_____ Board Chairperson


_____ Secretary-Treasurer

Signed and agreed on behalf of The Park West Teachers' Association of The Manitoba Teachers' Society,


_____ PWTA President


_____ PWTA Collective Bargaining Chair


_____ PWTA Secretary

LETTER OF UNDERSTANDING

BETWEEN

The Park West School Division (hereinafter referred to as “the Division”)

and

**The Park West Teachers’ Association of the Manitoba Teachers’ Society
(hereinafter referred to as “the Association”)**

RE: Agreement to waive the provision of Article 7 – Noon Hour for a minimum uninterrupted meal period of fifty-five (55) minutes at Major Pratt School, Hamiota Collegiate Institute, Hamiota Elementary School, Birtle Collegiate Institute, Birtle Elementary School, Strathclair Community School, Shoal Lake School, Rossburn Elementary School, Monarch Colony School, Waywayseecappo Community School, and Waywayseecappo’s Off-Campus and Adult Education Schools.

Preamble

The Division and the Association acknowledge that the length of both the instructional school day and the mid-day intermission at Major Pratt School in Russell, Hamiota Collegiate Institute and Hamiota Elementary School in Hamiota, Birtle Collegiate Institute and Birtle Elementary School in Birtle, Strathclair Community School in Strathclair, Shoal Lake School in Shoal Lake, Rossburn Elementary School in Rossburn, Monarch Colony School near Foxwarren, Waywayseecappo Community School, and Waywayseecappo Off-Campus and Adult Education Schools in Waywayseecappo are currently shorter relative to all other schools in the Division. In consideration of the Association agreeing to waive the provision of Article 7 – Noon Hour for a minimum uninterrupted meal period of fifty-five (55) minutes for teachers assigned to the schools noted above, the Division agrees that said teachers shall be expected to work a shortened instructional day in accordance with the provisions as outlined in the attached Schedule “A”.

Agreement

The aforementioned parties agree that,

1. Notwithstanding the existing provisions of Article 7 – Noon Hour of the Collective Agreement effective May 17, 2021 between the Division and the Association, the Association agrees to waive the obligation of the Division under Article 7 to provide teachers assigned to the schools noted in the preamble with an uninterrupted meal period of a minimum of fifty-five (55) minutes, and in consideration thereof, the Division agrees to maintain a shorter instructional school day with a reduced uninterrupted meal period at the schools noted in the preamble as per attached Schedule “A” effective date of signing.
2. Except for an uninterrupted meal period of a minimum of fifty-five (55) minutes in length, all of the other provisions under Article 7 – Noon Hour shall remain in effect for teachers assigned to the schools noted in the preamble.
3. Unless there is prior agreement between the parties in the event the Division acts to vary the instructional school day at the schools noted in the preamble in any way that is different from the instructional school day outlined on the attached Schedule “A”, the terms and conditions of this Letter of Understanding for that particular school(s) shall become null and void effective immediately and teachers assigned to the affected school shall resume having an uninterrupted meal period of a minimum of fifty-five (55) minutes in length as per Article 7 of the Collective Agreement.

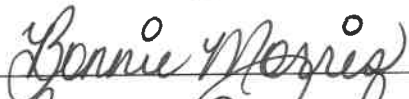
4. Either party may terminate this letter of understanding effective either on the first day of the Fall Term or the first day of the Spring Term in any school year. The party intending to terminate must provide written notice to the other party at least ninety (90) days prior to June 30th for termination effective on the following first day of the Fall Term or January 31st for termination effective on the following first day of the Spring Term. Upon the date of termination, the terms and conditions of this letter of understanding shall become null and void effective immediately and teachers assigned to the schools noted in the preamble shall be entitled to an uninterrupted meal period of a minimum of fifty-five (55) minutes in length as per Article 7 of the Collective Agreement.

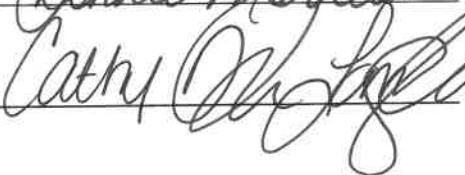
5. This agreement shall be attached to the Collective Agreement between the Association and the Division effective July 1st, 2018 and shall remain in effect until a new collective agreement is negotiated between the Association and the Division effective July 1st, 2022.

Signed the 17th day of May, 2021.

For the Association

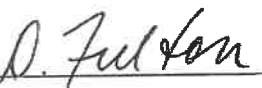

_____ PWT A President


_____ PWT A Collective Bargaining Chair


_____ PWT A Secretary

For the Division


_____ Board Chairperson


_____ Secretary-Treasurer

LETTER OF UNDERSTANDING

BETWEEN

The Park West School Division (hereinafter referred to as “the Division”)

and

**The Park West Teachers’ Association of the Manitoba Teachers’ Society
(hereinafter referred to as “the Association”)**

**RE: Agreement to waive the provision of Article 7 – Noon Hour for a minimum
uninterrupted meal period of fifty-five (55) minutes at the schools in Schedule “A”.**

Schedule “A”

**Strathclair (K-12) School, Shoal Lake (K-12) School, Major Pratt (K-12) School,
Hamiota Colligate Institute, Birtle Colligate Institute**

School Opening Bell: 8:50 a.m.
Classes Begin Bell: 8:57 a.m.
Noon Hour Begins: 12:13 p.m. – 1:00 p.m.
School Closes Bell: 3:13 p.m.

**Hamiota Elementary School, Birtle Elementary School, Rossburn Elementary School, Monarch
Colony School, Waywayseecappo Off-Campus, Waywayseecappo Adult Education**

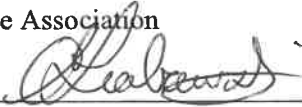
School Opening Bell: 8:55 a.m.
Classes Begin Bell: 9:00 a.m.
Noon Hour Begins: 11:45 a.m. – 12.25 p.m.
School Closes Bell: 3:15 p.m.

Waywayseecappo Community School

School Opening Bell: 8:50 a.m.
Classes Begin Bell: 9:00 a.m.
Noon Hour Begins: 11:50 a.m. – 12.30 p.m.
School Closes Bell: 3:20 p.m.

Signed the 17th day of May, 2021.

For the Association



PWTA President



PWTA Collective Bargaining Chair



PWTA Secretary

For the Division



Board Chairperson



Secretary-Treasurer

**LETTER OF UNDERSTANDING REGARDING
PROFESSIONAL DEVELOPMENT**

The Division and the Association agree that:


- Professional Development is driven by provincial, Division, school and individual priorities.
- A review of provincial, Division, school and teacher priorities in Professional Development will occur annually.
- A joint committee (one PD rep from each school, three from Major Pratt and three Division reps) will annually determine the PD plan for the division. Further, the committee will determine the allocation of the PD plan for the division. Further, the committee will determine the allocation of the PD budget (from provincial grant) to meet the needs identified.
- The joint committee will have input into the categorical grants dollars set aside to support PD.
- The committee will be responsible for planning divisional in-services and workshops.

Signed, the 17th day of May, 2021.

For the Association


_____ PWT A President


_____ PWT A Collective Bargaining Chair


_____ PWT A Secretary

For the Division


_____ Board Chairperson


_____ Secretary-Treasurer

THIS AUXILIARY AGREEMENT made as of the 17th day of May, 2021

BETWEEN:

PARK WEST SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated May 17, 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	EFFECTIVE JULY 1, 2018 (1.6%)						
0	\$ 38,605	\$ 42,435	\$ 47,381	\$ 56,446	\$ 60,340	\$ 64,391	\$ 66,846
1	\$ 40,563	\$ 44,675	\$ 49,821	\$ 59,938	\$ 63,995	\$ 67,795	\$ 70,359
2	\$ 42,524	\$ 46,920	\$ 52,259	\$ 63,430	\$ 67,649	\$ 71,195	\$ 73,877
3	\$ 44,481	\$ 49,163	\$ 54,700	\$ 66,923	\$ 71,305	\$ 74,591	\$ 77,390
4	\$ 46,436	\$ 51,409	\$ 57,135	\$ 70,414	\$ 74,957	\$ 77,990	\$ 80,907
5	\$ 48,398	\$ 53,642	\$ 59,575	\$ 73,905	\$ 78,609	\$ 81,490	\$ 84,421
6	\$ 50,340	\$ 55,882	\$ 62,011	\$ 77,399	\$ 82,263	\$ 84,784	\$ 87,935
7		\$ 58,121	\$ 64,449	\$ 80,891	\$ 85,916	\$ 88,184	\$ 91,453
8			\$ 66,899	\$ 84,383	\$ 89,572	\$ 91,585	\$ 94,966
9				\$ 87,877	\$ 93,227	\$ 94,979	\$ 98,481
10						\$ 98,337	\$ 101,996

STEP	EFFECTIVE JULY 1, 2019 (1.4%)						
0	\$ 39,145	\$ 43,029	\$ 48,044	\$ 57,236	\$ 61,185	\$ 65,293	\$ 67,782
1	\$ 41,131	\$ 45,300	\$ 50,518	\$ 60,777	\$ 64,891	\$ 68,744	\$ 71,344
2	\$ 43,119	\$ 47,577	\$ 52,991	\$ 64,318	\$ 68,596	\$ 72,192	\$ 74,912
3	\$ 45,104	\$ 49,852	\$ 55,466	\$ 67,860	\$ 72,303	\$ 75,635	\$ 78,473
4	\$ 47,086	\$ 52,128	\$ 57,935	\$ 71,400	\$ 76,007	\$ 79,082	\$ 82,040
5	\$ 49,076	\$ 54,393	\$ 60,409	\$ 74,940	\$ 79,709	\$ 82,631	\$ 85,603
6	\$ 51,045	\$ 56,664	\$ 62,879	\$ 78,482	\$ 83,415	\$ 85,971	\$ 89,166
7		\$ 58,935	\$ 65,351	\$ 82,023	\$ 87,119	\$ 89,418	\$ 92,734
8			\$ 67,835	\$ 85,564	\$ 90,826	\$ 92,867	\$ 96,295
9				\$ 89,107	\$ 94,532	\$ 96,308	\$ 99,860
10						\$ 99,713	\$ 103,424

STEP	EFFECTIVE JULY 1, 2020 (0.5%)						
0	\$ 39,341	\$ 43,245	\$ 48,285	\$ 57,522	\$ 61,491	\$ 65,619	\$ 68,120
1	\$ 41,336	\$ 45,526	\$ 50,771	\$ 61,081	\$ 65,215	\$ 69,087	\$ 71,701
2	\$ 43,335	\$ 47,815	\$ 53,256	\$ 64,640	\$ 68,939	\$ 72,553	\$ 75,286
3	\$ 45,330	\$ 50,101	\$ 55,744	\$ 68,199	\$ 72,665	\$ 76,013	\$ 78,866
4	\$ 47,322	\$ 52,389	\$ 58,224	\$ 71,757	\$ 76,387	\$ 79,477	\$ 82,450
5	\$ 49,321	\$ 54,665	\$ 60,711	\$ 75,314	\$ 80,108	\$ 83,044	\$ 86,031
6	\$ 51,300	\$ 56,948	\$ 63,193	\$ 78,875	\$ 83,832	\$ 86,401	\$ 89,612
7		\$ 59,230	\$ 65,678	\$ 82,433	\$ 87,554	\$ 89,865	\$ 93,197
8			\$ 68,174	\$ 85,992	\$ 91,280	\$ 93,332	\$ 96,777
9				\$ 89,553	\$ 95,005	\$ 96,790	\$ 100,359
10						\$ 100,212	\$ 103,941

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 17, 2021.

CONCURRING SIGNATORIES

Dated at Birtle, Manitoba this 17th day of May, 2021.

Signed and agreed on behalf of the Division:


Chairperson


Secretary - Treasurer

Signed and agreed on behalf of the Association:


President


Collective Bargaining Chair


Secretary

THIS COLLATERAL AGREEMENT made this 17th day of May, 2021

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE PARK WEST 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 17, 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 September, 2018 the Division shall pay monthly \$88.00 on behalf of each Employee in respect of the Dental plan and/or \$124.00 on behalf of each Employee in respect of the Extended Health plan, said \$88.00 and \$124.00 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 September, 2019 the Division shall pay monthly \$89.00 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each Employee in respect of the Extended Health plan, said \$89.00 and \$126.00 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 September, 2020 the Division shall pay monthly \$94.00 on behalf of each Employee in respect of the Dental plan and/or \$131.00 on behalf of each Employee in respect of the Extended Health plan, said \$94.00 and \$131.00 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:

**PARK WEST SCHOOL DIVISION
Box 68, 1126 St Clare Street
Birtle MB R0M 0C0**

To the Association:

**PARK WEST TEACHERS' ASSOCIATION
Box 519
Rosburn, MB R0J 1V0**

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 PARK WEST SCHOOL DIVISION



Chairperson



Secretary - Treasurer

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

THE PARK WEST TEACHERS' ASSOCIATION



President



Collective Bargaining Chair



Secretary

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

Between
The Park West School Division
and
The Park West Teachers' Association
of the
Manitoba Teachers' Society

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

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated May 17, 2021, for the members of the Park West 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: \$2544			
0	\$ 36,061	\$ 39,891	\$ 44,837	\$ 53,902	\$ 57,796	\$ 61,847	\$ 64,302
1	\$ 38,019	\$ 42,131	\$ 47,277	\$ 57,394	\$ 61,451	\$ 65,251	\$ 67,815
2	\$ 39,980	\$ 44,376	\$ 49,715	\$ 60,886	\$ 65,105	\$ 68,651	\$ 71,333
3	\$ 41,937	\$ 46,619	\$ 52,156	\$ 64,379	\$ 68,761	\$ 72,047	\$ 74,846
4	\$ 43,892	\$ 48,865	\$ 54,591	\$ 67,870	\$ 72,413	\$ 75,446	\$ 78,363
5	\$ 45,854	\$ 51,098	\$ 57,031	\$ 71,361	\$ 76,065	\$ 78,946	\$ 81,877
6	\$ 47,796	\$ 53,338	\$ 59,467	\$ 74,855	\$ 79,719	\$ 82,240	\$ 85,391
7		\$ 55,577	\$ 61,905	\$ 78,347	\$ 83,372	\$ 85,640	\$ 88,909
8			\$ 64,355	\$ 81,839	\$ 87,028	\$ 89,041	\$ 92,422
9				\$ 85,333	\$ 90,683	\$ 92,435	\$ 95,937
10						\$ 95,793	\$ 99,452

STEP	EFFECTIVE SEPTEMBER 2019			Premium: \$2580			
0	\$ 36,565	\$ 40,449	\$ 45,464	\$ 54,656	\$ 58,605	\$ 62,713	\$ 65,202
1	\$ 38,551	\$ 42,720	\$ 47,938	\$ 58,197	\$ 62,311	\$ 66,164	\$ 68,764
2	\$ 40,539	\$ 44,997	\$ 50,411	\$ 61,738	\$ 66,016	\$ 69,612	\$ 72,332
3	\$ 42,524	\$ 47,272	\$ 52,886	\$ 65,280	\$ 69,723	\$ 73,055	\$ 75,893
4	\$ 44,506	\$ 49,548	\$ 55,355	\$ 68,820	\$ 73,427	\$ 76,502	\$ 79,460
5	\$ 46,496	\$ 51,813	\$ 57,829	\$ 72,360	\$ 77,129	\$ 80,051	\$ 83,023
6	\$ 48,465	\$ 54,084	\$ 60,299	\$ 75,902	\$ 80,835	\$ 83,391	\$ 86,586
7		\$ 56,355	\$ 62,771	\$ 79,443	\$ 84,539	\$ 86,838	\$ 90,154
8			\$ 65,255	\$ 82,984	\$ 88,246	\$ 90,287	\$ 93,715
9				\$ 86,527	\$ 91,952	\$ 93,728	\$ 97,280
10						\$ 97,133	\$ 100,844

STEP	EFFECTIVE SEPTEMBER 2020			Premium: \$2700			
	0	\$ 36,641	\$ 40,545	\$ 45,585	\$ 54,822	\$ 58,791	\$ 62,919
1	\$ 38,636	\$ 42,826	\$ 48,071	\$ 58,381	\$ 62,515	\$ 66,387	\$ 69,001
2	\$ 40,635	\$ 45,115	\$ 50,556	\$ 61,940	\$ 66,239	\$ 69,853	\$ 72,586
3	\$ 42,630	\$ 47,401	\$ 53,044	\$ 65,499	\$ 69,965	\$ 73,313	\$ 76,166
4	\$ 44,622	\$ 49,689	\$ 55,524	\$ 69,057	\$ 73,687	\$ 76,777	\$ 79,750
5	\$ 46,621	\$ 51,965	\$ 58,011	\$ 72,614	\$ 77,408	\$ 80,344	\$ 83,331
6	\$ 48,600	\$ 54,248	\$ 60,493	\$ 76,175	\$ 81,132	\$ 83,701	\$ 86,912
7		\$ 56,530	\$ 62,978	\$ 79,733	\$ 84,854	\$ 87,165	\$ 90,497
8			\$ 65,474	\$ 83,292	\$ 88,580	\$ 90,632	\$ 94,077
9				\$ 86,853	\$ 92,305	\$ 94,090	\$ 97,659
10						\$ 97,512	\$ 101,241

Dated at Birtle, Manitoba this 17th day of May, 2021

Signed on behalf of the Park West School Division:



Chairperson

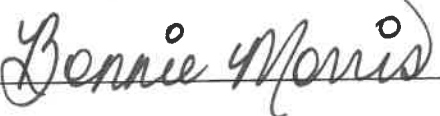


Secretary – Treasurer

Signed on behalf of the Park West Teachers' Association:



President



Collective Bargaining Chair



Secretary

LETTER OF UNDERSTANDING

BETWEEN

The Park West School Division (hereinafter referred to as “the Division”)

And

**The Park West Teachers’ Association of the Manitoba Teachers’ Society
(hereinafter referred to as “the Association”)**

WHEREAS the teachers currently teaching at the Waywayseecappo School are currently paid twice per month, the parties hereby agree that the teachers at Waywayseecappo School shall waive their rights to Article 3.10 a) Payment Of Salaries and continue to be paid twice per month, including the months of July and August, as long as the Education Partnership Agreement between the Waywayseecappo First Nation and the Park West School Division continues.

Signed the 17th day of May, 2021.

For the Association


_____ PWTA President


_____ PWTA Collective Bargaining Chair


_____ PWTA Secretary

For the Division


_____ Board Chairperson


_____ Secretary-Treasurer

THIS AUXILIARY AGREEMENT made as of the 15th day of February ,

2022 BETWEEN:

PARK WEST SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated May 17, 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 2021 school year which follows:

STEP	EFFECTIVE SEPTEMBER 1, 2021 (3.3%)						
0	\$ 40,639	\$ 44,672	\$ 49,878	\$ 59,421	\$ 63,520	\$ 67,784	\$ 70,368
1	\$ 42,700	\$ 47,029	\$ 52,446	\$ 63,097	\$ 67,367	\$ 71,367	\$ 74,067
2	\$ 44,765	\$ 49,393	\$ 55,013	\$ 66,773	\$ 71,214	\$ 74,947	\$ 77,771
3	\$ 46,826	\$ 51,754	\$ 57,583	\$ 70,450	\$ 75,063	\$ 78,522	\$ 81,468
4	\$ 48,883	\$ 54,118	\$ 60,146	\$ 74,125	\$ 78,908	\$ 82,100	\$ 85,171
5	\$ 50,949	\$ 56,469	\$ 62,715	\$ 77,800	\$ 82,752	\$ 85,785	\$ 88,870
6	\$ 52,993	\$ 58,827	\$ 65,278	\$ 81,478	\$ 86,599	\$ 89,252	\$ 92,569
7		\$ 61,184	\$ 67,845	\$ 85,154	\$ 90,444	\$ 92,831	\$ 96,273
8			\$ 70,424	\$ 88,830	\$ 94,292	\$ 96,412	\$ 99,970
9				\$ 92,508	\$ 98,140	\$ 99,984	\$ 103,671
10						\$ 103,519	\$ 107,371

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 17, 2021.

CONCURRING SIGNATORIES

Dated at Birtle, Manitoba this 15 day of February, 2022.

Signed and agreed on behalf of the Division:



Chairperson



Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Secretary

ADDENDUM A

RE: COST OF LIVING ADJUSTMENT (COLA) Increase of 3.3%
Effective September 1, 2021

Addendum to the Collective Agreement between

THE PARK WEST SCHOOL DIVISION

AND

THE PARK WEST TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

for the term
July 1, 2018 to June 30, 2022

signed on
May 17, 2021

The above noted Collective Agreement noted that a Cost of Living Adjustment ("COLA") increase in pay rates for the fourth year of the agreement would be determined in January 2022 (or as soon as possible thereafter) based on the 12-month (January 2021 to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change for Manitoba and that the increase will be applied retroactively to July 1, 2021.

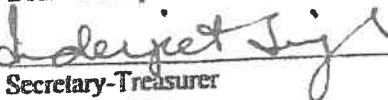
This addendum is to confirm that the COLA increase effective September 1, 2021, was determined in January 2022, using the method noted above, to be 3.3%.

The updated articles below reflect the 3.3% increase in the fourth year's salaries, allowances and substitute teacher rates.

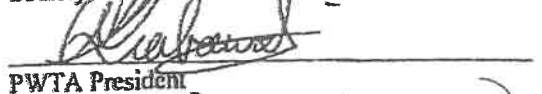
Dated at Birtle, Manitoba this 23rd day of March, 2022.

Signed and agreed on behalf of the Park West School Division,


Board Chairperson


Secretary-Treasurer

Signed and agreed on behalf of The Park West Teachers' Association of The Manitoba Teachers' Society


PWTA President


PWTA Collective Bargaining Chair


PWTA Secretary

3.02 Basic Schedule (Net of Dental and Extended Health Premiums)

Year 4: September 2021 (2021-22)

\$2,772 Annual Benefit Premium

<u>Increment</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	37,867	41,900	47,106	56,649	60,748	65,012	67,596
1	39,928	44,257	49,674	60,325	64,595	68,595	71,295
2	41,993	46,621	52,241	64,001	68,442	72,175	74,999
3	44,054	48,982	54,811	67,678	72,291	75,750	78,696
4	46,111	51,346	57,374	71,353	76,136	79,328	82,399
5	48,177	53,697	59,943	75,028	79,980	83,013	86,098
6	50,221	56,055	62,506	78,706	83,827	86,480	89,797
7		58,412	65,073	82,382	87,672	90,059	93,501
8			67,652	86,058	91,520	93,640	97,198
9				89,736	95,368	97,212	100,899
10						100,747	104,599

3.07 Administrative Allowancea) Principals

A Principal shall be paid a basic annual administrative allowance of:

Effective September 1, 2021: \$7,025

In addition to the base allowance, a principal shall receive a per teacher annual allowance of:

Effective September 1, 2021: \$846

for each full time equivalent teacher in excess of 5, to a maximum of:

Effective September 1, 2021: \$17,692

The principal shall not be classified as a teacher for the above calculation.

In a school with more than 25 teachers, the principal shall be entitled to two additional increments. These increments are to be earned as follows:

Effective September 1, 2021: \$648

For each successive year of administrative experience in the Division.

b) Vice-Principals

A vice-principals shall be paid an annual administrative allowance equal to one half the principal's allowance. In a school with more than 25 teachers he/she shall be entitled to two additional increments. These increments are to be earned as follows:

Effective September 1, 2021: \$324
for each successive year of administrative experience in the Division.

c) Acting Principals

For each school building, a teacher shall be appointed by the Division to act as a principal during the absence of the principal and vice-principal.

An acting principal appointed by the Division shall be paid an allowance equal to the Principal's per diem administrative allowance or:

Effective September 1, 2021: \$45.90
whichever is greater for each day that he/she is appointed.

d) Coordinators

A certified teacher, employed as coordinator, shall be paid in addition to the salary afforded by the salary schedule an annual allowance determined as follows:

1) Coordinator Allowance

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>
Effective September 1, 2021	5,668.00	6,477.69	7,287.41	8,097.13

2) Student Services Coordinator Allowance

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>
Effective September 1, 2021	8,096.34	8,997.07	9,995.61	11,106.39

Coordinators employed on a part-time basis shall have the allowance paid on a prorated basis in accordance with the percentage of time employed.

3.08 Substitute Teachers

Substitute teachers shall be paid at the negotiated rate of:

Uncertified Substitutes:

First day of the Fall Term 2021 \$133.66

Certified Substitutes:

First day of the Fall Term 2021 \$165.13

THIS COLLATERAL AGREEMENT made this 15th day of February, 2022

BETWEEN:

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

OF THE FIRST PART,

- and -

**THE PARK WEST 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 17, 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 September, 2021 the Division shall pay monthly \$95.00 on behalf of each Employee in respect of the Dental plan and/or \$136.00 on behalf of each Employee in respect of the Extended Health plan, said \$95.00 and \$136.00 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:

PARK WEST SCHOOL DIVISION
Box 68, 1161 St Claire Street N
Birtle MB R0M 0C0

To the Association:


PARK WEST TEACHERS' ASSOCIATION
Box 519
Rossburn, MB R0J 1V0

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 PARK WEST SCHOOL DIVISION



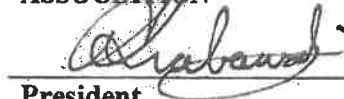
Chairperson



Secretary - Treasurer

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

THE PARK WEST TEACHERS' ASSOCIATION



President



Secretary

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

Between

The Park West School Division

and

The Park West Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept 2021 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 May 17, 2021 for the members of the Park West 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 2021.

STEP	EFFECTIVE FALL TERM 2021			Premium: \$2772			
0	\$ 37,867	\$ 41,900	\$ 47,106	\$ 56,649	\$ 60,748	\$ 65,012	\$ 67,596
1	\$ 39,928	\$ 44,257	\$ 49,674	\$ 60,325	\$ 64,595	\$ 68,595	\$ 71,295
2	\$ 41,993	\$ 46,621	\$ 52,241	\$ 64,001	\$ 68,442	\$ 72,175	\$ 74,999
3	\$ 44,054	\$ 48,982	\$ 54,811	\$ 67,678	\$ 72,291	\$ 75,750	\$ 78,696
4	\$ 46,111	\$ 51,346	\$ 57,374	\$ 71,353	\$ 76,136	\$ 79,328	\$ 82,399
5	\$ 48,177	\$ 53,697	\$ 59,943	\$ 75,028	\$ 79,980	\$ 83,013	\$ 86,098
6	\$ 50,221	\$ 56,055	\$ 62,506	\$ 78,706	\$ 83,827	\$ 86,480	\$ 89,797
7		\$ 58,412	\$ 65,073	\$ 82,382	\$ 87,672	\$ 90,059	\$ 93,501
8			\$ 67,652	\$ 86,058	\$ 91,520	\$ 93,640	\$ 97,198
9				\$ 89,736	\$ 95,368	\$ 97,212	\$ 100,899
10						\$ 100,747	\$ 104,599

Dated at Birtle, Manitoba this 15 day of February, 2022

Signed on behalf of the Park West School Division:



Chairperson



Secretary - Treasurer

Signed on behalf of the Park West Teachers' Association:

A handwritten signature in cursive script, appearing to read "Ruben", written over a horizontal line.

President

A handwritten signature in cursive script, appearing to read "C. Lopez", written over a horizontal line.

Secretary

