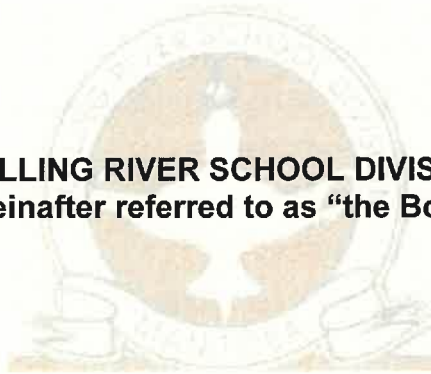


COLLECTIVE AGREEMENT

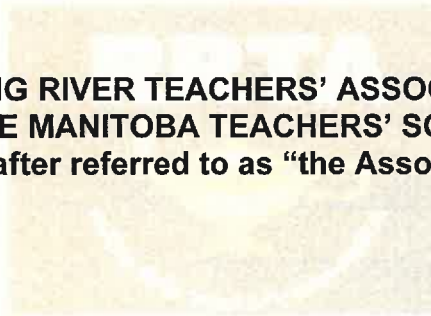
BETWEEN

ROLLING RIVER SCHOOL DIVISION
(Hereinafter referred to as “the Board”)



- and -

**ROLLING RIVER TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**
(Hereinafter referred to as “the Association”)



EFFECTIVE PERIOD

JULY 1, 2018 to JUNE 30, 2022

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ARTICLE 1: PURPOSE

The Rolling River School Division and the Rolling River Teachers' Association of The Manitoba Teachers' Society agree as follows:

ARTICLE 1a: SCOPE

This Agreement shall cover a teacher holding a valid certificate or who is carrying out full time, part time or substitute teaching duties with the Division.

ARTICLE 2: EFFECTIVE PERIOD

All terms of the Agreement unless specifically excluded shall be effective as of the first day of July 2018 and shall remain in force and effect until June 30, 2022. This agreement shall renew itself automatically unless either party gives the other written notice with a view to terminate or revise this agreement no earlier than ninety (90) days before and not later than thirty (30) days before the expiration of this agreement.

ARTICLE 3: SALARY

3.01(a) Effective the first day of the Fall Term 2018, salaries shall be paid according to the following schedules: (See **Note)

Effective First Day of the Fall Term 2018 Net of Family Dental and Extended Health \$2,757							
Years of Experience	CLASS						
	1	2	3	4	5	6	7
0	\$35,568	\$39,700	\$43,580	\$53,725	\$57,670	\$61,001	\$64,334
1	\$37,037	\$41,445	\$45,818	\$56,858	\$60,912	\$64,356	\$67,789
2	\$38,500	\$43,191	\$48,054	\$59,990	\$64,156	\$67,711	\$71,241
3	\$39,964	\$44,931	\$50,291	\$63,122	\$67,398	\$71,066	\$74,699
4	\$41,434	\$46,676	\$52,529	\$66,256	\$70,644	\$74,420	\$78,152
5	\$42,899	\$48,417	\$54,767	\$69,387	\$73,887	\$77,774	\$81,606
6	\$44,361	\$50,161	\$57,002	\$72,520	\$77,130	\$81,128	\$85,060
7	\$45,827	\$51,903	\$59,240	\$75,654	\$80,373	\$84,483	\$88,515
8	\$47,295	\$53,647	\$61,479	\$78,786	\$83,616	\$87,838	\$91,972
9		\$55,392	\$63,725	\$81,917	\$86,861	\$91,193	\$95,424
10				\$85,050	\$90,104	\$94,546	\$98,880

Reference - Appendix 4: Letter of Agreement: September 2018 Salary Grid Net of Dental and Extended Health

Effective the first day of the Fall Term 2019 – 1.4% increase, salary schedule to be published.

Effective the first day of the Fall Term 2020 – 0.5% increase, salary schedule to be published.

Effective the first day of the Fall Term 2021 – COLA * increase, salary schedule to be published.

*Cost of Living Adjustment (COLA) to be determined as follows:

COLA is to be determined based on the 12 month (January to December 2021) average annual Statistics Canada consumer price index change (Manitoba CPI - All Items). For clarity, this measure is calculated by comparing the average of the 12 monthly index value changes in the two comparator years. In January 2022, the increase will be applied retroactively to September 1, 2021.

Note these rates will also apply to Articles 3:07; 3:10

- (b) It shall be the responsibility of each teacher to present proof of qualifications and experience to the Professional Certification Branch, Manitoba Education, upon initial employment or re-classification.

3.02 (a) Classification

Each teacher shall be placed on the salary schedule according to his or her classification as determined by the Professional Certification Branch, Manitoba Education.

(b) Reclassification

Reclassification to occur upon receipt, by the Board, of notification from the Professional Certification Branch, Manitoba Education.

Salaries shall be calculated according to the new classification effective the first day of the month during which notification of reclassification is received, with the exception of notification received during July or August when salaries will be adjusted in the following September.

3.03 Allowance for Previous Experience

The minimum rates indicated in the basic schedule (Article 3.01) are for teachers with less than one year of teaching experience before joining the Rolling River Division staff. For teachers with one or more years' experience the minimum rates are increased in accordance with the years of teaching experience as verified by the Professional Certification Branch, Manitoba Education subject to Manitoba Regulations 195/83. The increments for past experience shall be the same as those stated in Article 3.01 above.

3.04 Annual Increments

Teachers shall receive annual increments as indicated in 3.01 above to maximum salary. The anniversary dates for increments for teachers shall be the first day of teaching month that follows the date on which the teacher completes a year of teaching experience as recognized by Manitoba Education.

3.05 Special Qualifications and Related Experience

A teacher assigned to a recognized Vocational Industrial Program and holding a valid special certificate for Vocational Industrial Education or special permission from the Director of Teacher Certification to teach a recognized Vocational Industrial program shall be paid one (1) increment for every year of recognized trade experience in the areas of Vocational Industrial Education in which he/she is teaching, up to a maximum of eight (8) increments.

3.06 Payment of Salaries

All salaries shall be paid in ten (10) payments on the last Friday of each month, except in the months of March, June and December when payment shall be made on the last teaching day of the month.

3.07 Administrative Allowance

- (a) Principals of schools with one teacher (including themselves) shall be paid an administrative allowance as follows:

\$1,634	effective the first day of the Fall Term 2018
\$1,657	effective the first day of the Fall Term 2019
\$1,665	effective the first day of the Fall Term 2020
COLA*	effective the first day of the Fall Term 2021

- (b) Principals employed in schools with two teachers (including themselves) shall be paid an administrative allowance as follows:

\$5,057	effective the first day of the Fall Term 2018
\$5,128	effective the first day of the Fall Term 2019
\$5,154	effective the first day of the Fall Term 2020
COLA*	effective the first day of the Fall Term 2021

- (c) Principals of all other schools shall be paid an administrative allowance as follows:

\$6,522	effective the first day of the Fall Term 2018
\$6,613	effective the first day of the Fall Term 2019
\$6,646	effective the first day of the Fall Term 2020
COLA*	effective the first day of the Fall Term 2021

Plus the following allowance for every teacher in excess of five (5):

\$821	for every teacher in excess of five (5) to a maximum of \$22,012 effective the first day of the Fall Term 2018
\$832	for every teacher in excess of five (5) to a maximum of \$22,320 effective the first day of the Fall term 2019
\$838	for every teacher in excess of five (5) to a maximum of \$22,432 effective the first day of the Fall Term 2020
COLA*	for every teacher in excess of five (5) to a maximum of \$22,432 with COLA* applied effective the first day of the Fall Term 2021

A principal shall not be classified as a teacher for this calculation.

- (d) Vice-Principals shall receive one half of what he/she would receive as principal of that school.

Reference - Appendix 5: Memorandum of Agreement: Administrative Allowance

3.08 Acting Principal

Subject to prior approval by the Superintendent, when a school has a principal and, where applicable, a vice principal absent due to illness or school business, a teacher shall be appointed to act as a principal for the days necessary and that teacher so appointed shall receive **\$30** or 1/2 of the regular principal's daily administrative allowance for each day or part day of such appointment, whichever is greater.

This article does not apply to schools with one or two teachers (including the Principal).

3.09 Clinics, Workshops, Conferences, etc.

The Board agrees to pay all reasonable expenses for all workshops and conferences that the Board or Superintendent or designate requires a teacher to attend. Regular Division In-service and

Orientation Sessions are excluded from this article.

3.10 Coordinators Allowance

Effective the first day of the Fall Term 2018 the following shall apply:

Year One	\$7,690
Year Two	\$8,546
Year Three	\$9,495
Year Four	\$10,550

Effective the first day of the Fall Term 2019 the following shall apply:

Year One	\$7,798
Year Two	\$8,666
Year Three	\$9,628
Year Four	\$10,698

Effective the first day of the Fall Term 2020 the following shall apply:

Year One	\$7,837
Year Two	\$8,709
Year Three	\$9,676
Year Four	\$10,751

Effective the first day of the Fall Term 2021 the following shall apply:

Year One	COLA* applied to Fall Term 2020 rate
Year Two	COLA* applied to Fall Term 2020 rate
Year Three	COLA* applied to Fall Term 2020 rate
Year Four	COLA* applied to Fall Term 2020 rate

3.11 Interest on Back Pay

The Board shall pay interest on net retroactive pay to all employees covered by this Agreement at the lesser of 10% per annum or the average cost of borrowing to the Division for the 12 month period preceding the calculation date, and the interest shall be paid for the period from the expiry of the collective agreement until the monies become due and payable.

Reference - Appendix 6: Letter of Agreement: Interest On Back Pay

Interest on back pay will be paid based on the average interest payable to a full time equivalent teacher. Teachers working part time will have the average interest payable amount pro-rated based on their part time equivalent.

For the September 2018- June 2022 Collective Agreement, the parties agree that Article 3:11 Interest on Back Pay will be waived

3.12 Payroll Savings Plan

Where requested by a teacher the Board shall deduct from the teacher's monthly salary an amount and deposit said amount in the

Payroll Savings Plan, administered by the Minnedosa Credit Union Ltd., according to the following provisions:

- (a) that each teacher requesting such deduction inform the Secretary-Treasurer between September 1 and September 15 of the constant amount to be deducted from each monthly cheque during the school year.
- (b) that the Board submit to the said Payroll Savings Plan the total amounts deducted each month during the school year.

ARTICLE 4: SUBSTITUTE TEACHERS

- 4.01** Any changes to the article shall be made effective Date of Signing.
- 4.02** Substitute teacher means a teacher employed on a day-to-day basis.
- 4.03** Substitution days cannot be accumulated from one assignment to another.
- 4.04** Substitute teachers shall not be eligible for wages, benefits or rights under this collective agreement except as may be specifically covered in this article.
- 4.05** In addition to Article 4, the following Articles of the Collective Agreement apply to substitute teachers:

Article 1	Purpose
Article 1 (a)	Scope
Article 2	Effective Period
Article 3.01	Basic Salary Schedule [as it relates to 4.07 (b)]
Article 3.02 (a)	Classification
Article 3.02 (b)	Reclassification
Article 3.03	Allowance for Previous Experience
Article 3.05	Special Qualifications
Article 3.06	Payment of Salary
Article 3.09	Clinics, Workshops, Conferences
Article 6	MTS Membership
Article 8	Duty Free Noon Hour
Article 10	Complaints Concerning Teachers
Article 11	Discipline
Article 17	Content, Meaning, Application or Violation of the Agreement
Letter of Understanding	Record of Employment

- 4.06** A substitute teacher shall be allowed one (1) day of Sick Leave with pay for each nine (9) consecutive days taught in an assignment. Sick Leave days shall not accumulate from assignment to assignment. The

use of a Sick Leave day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment. Assignment shall mean consecutive teaching days in one (1) position.

- 4.07** (a) Short-term substitute teachers (1 to 5 days) shall be paid at the rate of per day, which includes vacation pay, as follows:

\$160 effective May 1, 2021

COLA* (rounded to the nearest \$1.00)

effective on the date the parties confirm the amount of the COLA adjustment (in January 2022 or as soon as possible thereafter).

- (b) A substitute teacher who, in the judgment of the Principal adequately fulfills the duties of a regular teacher for a continuous period exceeding five (5) consecutive school days shall be paid on a retroactive basis at the rate on salary schedule commensurate with his or her qualifications and experience.

Reference - Appendix 7: Letter of Agreement: Retroactive Payment for Substitute Teachers

- 4.08** A substitute who is called for a teaching assignment, who reports, and who finds that his or her services are not required shall be paid a half-day's pay for reporting to work.

- 4.09** The only matters which may be grieved under Article 17: Content, Meaning, Application or Violation of the Agreement 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.

- 4.10** Manitoba Teachers' Society and Rolling River Teachers' Association fees shall be deducted and remitted from a substitute's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.

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

ARTICLE 5: PART-TIME TEACHERS

- (a) A teacher employed on a part-time basis shall be paid that fraction of the applicable salary rate proportionate to the contracted fraction for which he or she is employed.
- (b) At initial placement, the applicable rate shall be the annual rate appropriate to the teacher's experience and classification as described in Article 3.02(a) Classification.
- (c) For the purpose of Article 12: Lay-Off, a part-time teacher shall accrue seniority based on his or her length of continuous employment with the board, commencing with the date of his or her most recent hiring.
- (d) When required by the Division to attend meetings or professional development beyond their assigned full time equivalent assignment, part-time teachers will be paid a pro-rated portion of their daily salary rate.

ARTICLE 6: MANITOBA TEACHERS' SOCIETY MEMBERSHIP

6.01 Compulsory Membership

Effective the opening day of the Fall Term 1968 membership in The Manitoba Teachers' Society will become a condition of initial employment and continuing employment for a full-time teacher not already employed in the Rolling River School Division.

6.02 Professional Fees

The teachers' annual Divisional Association fees shall be deducted in ten (10) equal monthly installments between the months of September and June. The Secretary-Treasurer of the Association shall notify the Secretary-Treasurer of the Division as to the amount of dues per teacher to be deducted and the person on the executive of the Association to whom the sum of dues are to be remitted. The teachers' annual professional fees to The Manitoba Teachers' Society shall be deducted in ten (10) equal installments in accordance with the current scale of fees and shall be remitted to The Manitoba Teachers' Society at the end of each month.

ARTICLE 7: LEAVE OF ABSENCE

7.01 Association Leave

- (a) A teacher being a member of The Manitoba Teachers' Society Executive Committee or any branch thereof or of any special committee or any branch thereof, and being authorized by the Executive Committee of the Society in a matter of society business requiring absence from school, shall have the right to attend such meeting or to act as such representative or delegate shall be excused from school duties on not more than a total of five teaching days in any school year.

A maximum of thirty (30) days in total may be taken for the purposes mentioned in this clause during any one school year by the members of the Association. This maximum shall not be applied to collective bargaining between the parties.

- (b) A teacher who is serving as president of the local association of the Manitoba Teachers' Society shall be excused from school duties up to 1/6 time. A substitute teacher satisfactory to the Board shall be provided. The cost of the president's salary and benefits shall be borne by the Association. The number of teaching days so excused may be extended if the Manitoba Teachers' Society member makes a request for an extension to the Superintendent. The reasons for the extension shall be included in any such request and any such request shall not be unreasonably denied. In all cases the teacher shall notify the Superintendent's office five (5) teaching days prior to taking such leave. In emergency cases the five (5) days notice may be waived by mutual consent.

7.02 Post Secondary Examination Leave

In the case of a teacher requiring a day from teaching duties for the purpose of writing examinations on subjects required to raise teaching qualifications, such teacher shall provide a substitute teacher, satisfactory to the Board. The substitute's salary shall be deducted from the teacher and the substitute will be paid by the Board.

7.03 General Leave

- (a) Short-Term

A teacher may be granted a leave of absence with or without pay for personal reasons with the approval of the Superintendent.

- (b) Long-Term

A teacher may be granted, upon request, leave of absence without pay, subject to the following conditions:

1. All applications for such leave shall be submitted to the Board prior to April 1st of the year in which leave is to be granted.
2. A teacher granted leave of absence shall be regarded as still on staff and this leave shall not constitute a break in tenure.
3. Teachers engaged in educational duties during this leave of absence shall accrue increments during that period as outlined in Article 3.01, provided this experience is recognized by Manitoba Education for grant purposes.
4. A teacher, after leave, shall return to a salary in accordance with the current collective agreement.
5. The final decision on granting leave of absence shall rest with a committee composed of three (3) members of the School Board and two (2) members of the Teachers' Association.

7.04

Sabbatical Leave

- (a) The Board may, upon request, grant Sabbatical Leave to members of the teaching staff.
- (b) Sabbatical Leave may, upon request, be granted to a maximum of one teacher for every one hundred (100) teaching staff, or fraction thereof.
- (c) Where all other considerations are very nearly equal, seniority shall be the basis for awarding Sabbatical Leave.
- (d) All applications must be submitted not later than February 1st of the year in which consideration is asked.
- (e) Remuneration while on Sabbatical Leave shall be two-thirds (2/3rds) of the basic salary received by the teacher in the year completed before leave is granted.
- (f) Sabbatical Leave will be granted for further study. The merit of the particular program chosen should be set forth by the teacher applying in a letter to the Board.

- (g) Sabbatical Leave will be granted or rejected by a joint Committee of the Board and the Manitoba Teachers' Society Association. Such committee will be composed of three (3) Board members appointed by the Board and two (2) Association members appointed by the Association President.
- (h) Payment of the leave shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the leave will be made with the provisions that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, he or she shall repay the amount received as set out below.
 - 1. If not returning - full payment.
 - 2. If returning for one year only - 50% repayment.

If a teacher fails to return after sabbatical, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.

7.05

Sick Leave

- (a) When a teacher is absent from work because of sickness, he/she shall be entitled to sick leave during such absence and to be paid his/her salary during this leave. Subject to subsection (b) of this Article, the leave shall not exceed twenty (20) teaching days in any school year.
- (b) Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of one hundred, thirty (130) days.
- (c) Should the Division become eligible for a reduction in premium under the Unemployment Insurance Act, the teachers' five-twelfth (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.
- (d) A teacher may be required to furnish a medical certificate when requested by the division.
- (e) Up to five (5) days of accumulated sick leave per school year may be used to attend to the illness or injury a teacher's spouse or common law partner, child, or parent.

7:06 Personal Leave

Teachers shall be granted two (2) days personal leave per school year at no cost to the teacher. This leave is contingent on the Division providing a replacement teacher. Prior notification must be submitted in writing to the teacher's principal for Personal Leave except in emergency situations where the written notification may be submitted after the use of Personal Leave.

Said leave is on a first come first served basis and each day must be taken in its entirety.

No more than two teachers per school shall be granted said leave at the same time on a staff of ten or more teachers. A staff having less than ten teachers shall only be entitled to one personal leave at the same time.

This leave shall not be used on scheduled in-service, administration days, parent teacher days, pupil evaluation days nor to extend Christmas or summer break unless the Division has expressly given consent to do so by the Superintendent. Personal Leave cannot be accumulated from year to year.

7:07 Jury Duty

A teacher who is required to serve on a jury shall receive regular pay during that period. The teacher shall refund to the School Division any payment received for jury duty.

7:08 Parenting Leave

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

Top-Up Benefits

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

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

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

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

(3) up to fifty (50) teaching days of Parental 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 Leave and continues to receive Employment Insurance benefits.

For greater certainty, a teacher who is receiving Employment Insurance benefits shall be entitled to:

(1) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both Maternity Leave and Parental 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 Leave;

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

c) Non-Application

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

ARTICLE 8: DUTY FREE NOON HOUR

Effective June 30, 2003:

Except in cases of emergency or unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period equal to five (5) minutes less than the students' mid-day intermission of the school in which the teacher is employed, to a maximum of fifty-five (55) minutes.

Designated professional staff will be on call during this meal period to deal with discipline, parent inquiries and the problems normally under the jurisdiction of a teacher.

ARTICLE 9: TRANSFERS

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

The Division shall exercise its discretion to transfer in a manner which is fair and reasonable. The Division shall consult with teachers who are being involuntarily transferred prior to making a final decision.

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 needs of the Division.

Any teacher who is given notice of transfer after May 31st shall be given specifics as to location and teaching assignment. If the teacher wishes to resign before June 30th of that year, the Division will accept the resignation provided it is offered in writing within fourteen days of the notice of transfer.

The Division shall pay for all reasonable expenses incurred, to a maximum of \$1,000.00, in the transfer of household and personal effects of the teachers who on the initiation of the Division is transferred by the Division to a different school within the Division.

Before June 30th in any given year, the Division shall send a list of all teachers that have been transferred, the reasons for the transfer and the replaced teacher, to the Association President.

ARTICLE 10: COMPLAINTS CONCERNING TEACHERS

It is agreed that before the Board formally considers any complaints concerning a teacher's professional ability, the complaints must be made in writing by the complainant to the Board and this teacher must be advised of the contents of the complaint before any action whatsoever is taken by the Board against the teacher and the teacher must be given opportunity to refute such charges either personally or through agent or counsel.

If the Board does not take action on one or any complaint, the complaint shall be destroyed immediately.

ARTICLE 11: DISCIPLINE

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

- (a) Where the Division or person(s) acting on behalf of the Division so disciplines a teacher covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 17: Content, Meaning, Application or Violation of the Agreement.
- (b) When such a difference is referred to a Board of Arbitration under Article 17 the Board of Arbitration shall have the power to:
 - 1. uphold the discipline
 - 2. rescind the discipline
 - 3. vary or modify the discipline
 - 4. order the board to pay all or part of any loss of pay and/or benefits in respect of the discipline
 - 5. do one or more of the things set out in sub-clause (1), (2), (3) and (4) above.
- (c) The written warning(s) shall not include Performance Evaluations done pursuant to Board Policy and any regulations and amendments thereto (hereinafter referred to as the policy), except where the implementation of said policy against a teacher covered by this Collective Agreement is for the purpose of disciplining said teacher.
- (d) The Association agrees that the Division has the right to suspend a teacher with or without pay for just cause.

ARTICLE 12: LAY-OFF PROVISIONS

- (a) 1. The Board shall provide the Association with a seniority list containing the names of all tenured teachers employed by the Division and the Board shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to dispute in writing any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7th in each year by both the Association and the Board in writing to be correct.
- 2. When it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff then lay-offs shall take place in the manner hereinafter set forth.
- (b) Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off if such teacher does not have the necessary training, academic qualifications and experience for a specific training assignment.
- (c) Seniority for the purposes of this Agreement is defined to mean the length of continuous teaching experience beginning with the first day of teaching thereafter with 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), 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), 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), and (e) and (f) is equal, the teacher to be declared surplus shall be determined by the Board.

- (h) A teacher will retain and accrue seniority if absent from work because of:
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;
 3. sabbatical leave;
 4. maternity leave 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 (j) (4) hereof;
 3. will be 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 Division has granted more maternity leave than required by the Employment Standards Code.
- (j) Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
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 Board;
 4. the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
 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 teacher has the necessary training, academic qualifications, and ability to perform the work in the positions offered shall forfeit all right of seniority and re-employment subject to the exception contained in (j) (2) hereof. In circumstances as outlined in (j) (2), any teacher who refuses 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 leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
2. Academic Qualification: Refer to the classification in which the teacher is placed by the Professional Certification Branch of Manitoba Education.
3. Experience: The practical application of the training over a period of time with respect to the particular subject or subjects.

- (l) In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off.

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

- (n) If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid-off and have given written notice that they wish to be recalled shall be offered the position first, when positions become available and provided such teachers have the necessary training, academic qualifications and experience for the positions available. Seniority with the Board will be used to determine the order in which laid-off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications and experience.

- (o) It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and 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) working days of the registered letter being sent, his/her intent to return to work shall be required to return to work on the date set out in the notice which date shall not be less than fourteen (14) calendar days following such notification, unless by mutual agreement.
- (p) A teacher's accumulated sick leave credit shall not be affected if the teacher is recalled as provided in (n) above.
- (q) If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this office.
- (r) Notwithstanding any other provision of this article, the foregoing lay-off provisions shall not apply to teachers continuously employed under one contract with the Division for only one (1) year or to teachers employed for a specific term where during that term the teachers employed on the express written understanding that such teacher will not after the completion of such term be employed by the Division.

ARTICLE 13: GROUP INSURANCE

- (a) The Board will administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master policy of the said plan.
- (b) Unless otherwise excluded, the teacher's share of the annual premiums shall be deducted in equal amounts from each salary cheque for all participants in the plan.
- (c) All teachers coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan.

ARTICLE 14: DENTAL AND EXTENDED HEALTH PLAN

- (a) Effective September 1, 2013, the Division will participate in the administration of the Manitoba Public Schools Employees Dental and Extended Health Plan in accordance with the terms and conditions of the agreement entered into by the Division and the Association.
- (b) The cost of the Manitoba Public Schools Employees Dental and Extended Health Plan will be paid by the Division in accordance with the terms and conditions of the Dental and Extended Health Plan Agreement.
- (c) All teachers covered by this collective agreement that are eligible under the terms of the Manitoba Public Schools Employees Dental and Extended Health Plan shall be required to participate in the Manitoba Public Schools Employees Dental and Extended Health Plan.

Reference - Appendix 2: Auxiliary Agreement –Insurance Programs; Appendix 3: Collateral Agreement; Appendix 4: Letter of Understanding Dental and Extended Health Care Plan.

ARTICLE 15: DISABILITY BENEFITS PLAN

- (a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the MTS Disability Benefits Plan (the Plan) and shall forward such premiums on a monthly basis to the Plan.
- (b) All teachers shall be enrolled and participate in the Plan, in accordance with the terms and conditions of the Plan.
- (c) Any eligible teacher on a limited term or general teaching contract over 40 days in length and over 0.3 full time equivalency who enters the Division's employ shall be enrolled 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. reducing premiums from the teachers;
 - 2. enrolling newly hired teachers in the Plan;

3. maintaining records of the teachers who are and are not insured, including maintaining files of, late applicants, employees whose coverage was rejected on late application, and teachers whose coverage has terminated on leaving the Division;
 4. completing a premium statement to accompany premium remittances;
 5. distributing plan information to teachers from time to time;
 6. completing the Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive days and where the sickness or disability may result in the filing of a claims for benefits;
 7. reporting to the Plan salary changes for teachers in receipt of benefits.
- (e) Save and except for the deduction and remittance of premiums, and the express responsibilities set out in (d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- (f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

ARTICLE 16: EXTRA CURRICULAR ACTIVITIES

- (a) The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
- (b) An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- (c) Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out-of-pocket expenses.
- (d) A teacher will be entitled to a paid leave of absence of one half (0.5) day per every twenty-five (25) hours of eligible extra-curricular duties during a school year up to a maximum of two

(2) days of leave. These days may be carried over to December 31st of the next school year.

- (e) Extra-curricular days will be earned on a pro-rated basis for part time teachers.
- (f) This leave is contingent on the Division finding a replacement teacher. Prior notification must be submitted in writing to the teacher's principal for extra-curricular leave.
- (g) Said leave is on a first come first served basis and must be taken in its entirety. No more than two teachers per school shall be granted said leave at the same time for a staff of ten or more teachers. A staff having less than ten teachers shall only be entitled to one teacher for said leave at the same time.
- (h) This leave shall not be used on scheduled in-service, administration days, parent teacher days, pupil evaluation days unless the Division has expressly given consent to do so by the Superintendent.

ARTICLE 17: CONTENT, MEANING, APPLICATION OR VIOLATION OF THE AGREEMENT

Any difference between the parties to, or persons bound by this Agreement or whose behalf it was entered into, concerning its content, meaning, application or violation which is not settled to the satisfaction of the parties within ten (10) days from the date when the Association takes up the matter with the Board or the Board 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 members.

Each of the parties of the dispute shall, within seven (7) days of the date of the request for the arbitration appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required seven (7) days either party may request the Manitoba Labour Board to make the appointment. Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 18: TERM CONTRACTS

Any teacher who has been employed on a limited Term-Teacher General Contract for one or more successive school years and then is assigned a regular Teacher General Contract shall be deemed to have been continuously employed on a Teacher General Contract since the commencement of his/her duties with the Division with respect to all benefits such as, but not limited to, accumulated seniority and sick leave.

ARTICLE 19: PREPARATION TIME

Effective June 30, 2014:

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

ARTICLE 20: SHORT TERM DISABILITY PLAN

Effective May 1, 2015:

- (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 Board'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 Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- (f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- (g) The 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.


SIGNED and DATED at Minnedosa in the Province of Manitoba this 25th day of April, 2021.

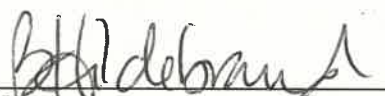
ROLLING RIVER SCHOOL DIVISION


Chairperson, Board of Trustees


Secretary-Treasurer

ROLLING RIVER TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY


President


Chairperson, Negotiating Committee

APPENDIX 1

LETTER OF AGREEMENT

WHEREAS effective January 1, 1997 Human Resources Development Canada requires hours of work to be recorded on Records of Employment; and

WHEREAS for those employee groups for whom there are no pre-determined hours of work Human Resources Development Canada requires that an agreement be reached between the employer and the employee group as to what hours of work will be recorded on Records of Employment;


IT IS HEREBY AGREED between the School Division/District and the Association:

1. The hours of work of full-time teachers to be recorded on Records of Employment will be 45.5 hours per week for 40 weeks per school year.
2. The hours of work of part-time teachers to be recorded on Records of Employment will be the same per cent of 45.5 hours per week that their per cent of employment is of full-time.
3. The hours of work of substitute teachers to be recorded on Records of Employment will be 9.1 hours per day of employment as a substitute teacher.

IT IS FURTHER AGREED that this agreement is solely for the purpose of completing *Records of Employment* for Employment Insurance and is not to be used for any other purpose whatsoever or submitted as a document to any proceedings or in relation to any matter not related to Employment Insurance.


SIGNED and DATED at Minnedosa in the Province of Manitoba this 25th day of April, 2021.

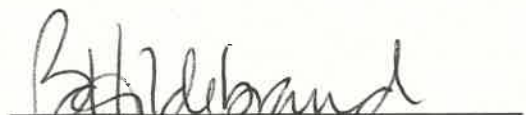
ROLLING RIVER SCHOOL DIVISION


Chairperson, Board of Trustees


Secretary-Treasurer

ROLLING RIVER TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY


President


Chairperson, Negotiating Committee

APPENDIX 2

THIS AUXILIARY AGREEMENT made as of the 25th day of April, 2021

BETWEEN:

ROLLING RIVER SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated April 25, 2021, the Division has agreed to participate in a number of insurance programs, including:

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

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

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

2018-2019 - Effective First Day of the Fall Term 2018 - 1.6 % increase							
Years of Experience	CLASS						
	1	2	3	4	5	6	7
0	\$38,325	\$42,457	\$46,337	\$56,482	\$60,427	\$63,758	\$67,091
1	\$39,794	\$44,202	\$48,575	\$59,615	\$63,669	\$67,113	\$70,546
2	\$41,257	\$45,948	\$50,811	\$62,747	\$66,913	\$70,468	\$73,998
3	\$42,721	\$47,688	\$53,048	\$65,879	\$70,155	\$73,823	\$77,456
4	\$44,191	\$49,433	\$55,286	\$69,013	\$73,401	\$77,177	\$80,909
5	\$45,656	\$51,174	\$57,524	\$72,144	\$76,644	\$80,531	\$84,363
6	\$47,118	\$52,918	\$59,759	\$75,277	\$79,887	\$83,885	\$87,817
7	\$48,584	\$54,660	\$61,997	\$78,411	\$83,130	\$87,240	\$91,272
8	\$50,052	\$56,404	\$64,236	\$81,543	\$86,373	\$90,595	\$94,729
9		\$58,149	\$66,482	\$84,674	\$89,618	\$93,950	\$98,181
10				\$87,807	\$92,861	\$97,303	\$101,637

2019-2020 - Effective First Day of the Fall Term 2019 -1.4% increase							
Years of Experience	CLASS						
	1	2	3	4	5	6	7
0	\$38,861	\$43,051	\$46,985	\$57,273	\$61,273	\$64,651	\$68,030
1	\$40,351	\$44,821	\$49,255	\$60,449	\$64,560	\$68,052	\$71,534
2	\$41,834	\$46,591	\$51,523	\$63,626	\$67,850	\$71,454	\$75,034
3	\$43,319	\$48,356	\$53,791	\$66,802	\$71,137	\$74,856	\$78,540
4	\$44,810	\$50,126	\$56,060	\$69,979	\$74,429	\$78,258	\$82,042
5	\$46,295	\$51,890	\$58,329	\$73,154	\$77,717	\$81,659	\$85,544
6	\$47,778	\$53,659	\$60,596	\$76,331	\$81,005	\$85,059	\$89,046
7	\$49,264	\$55,425	\$62,865	\$79,509	\$84,294	\$88,461	\$92,550
8	\$50,753	\$57,194	\$65,135	\$82,685	\$87,582	\$91,863	\$96,055
9		\$58,963	\$67,413	\$85,860	\$90,873	\$95,265	\$99,556
10				\$89,036	\$94,161	\$98,666	\$103,059

202-2021 - Effective First Day of the Fall Term 2020 -0.5% increase							
Years of Experience	CLASS						
	1	2	3	4	5	6	7
0	\$39,055	\$43,266	\$47,220	\$57,560	\$61,579	\$64,974	\$68,370
1	\$40,553	\$45,045	\$49,501	\$60,752	\$64,883	\$68,393	\$71,891
2	\$42,043	\$46,824	\$51,780	\$63,944	\$68,189	\$71,812	\$75,409
3	\$43,535	\$48,597	\$54,060	\$67,136	\$71,493	\$75,230	\$78,933
4	\$45,034	\$50,376	\$56,340	\$70,329	\$74,801	\$78,649	\$82,452
5	\$46,527	\$52,150	\$58,621	\$73,520	\$78,106	\$82,067	\$85,971
6	\$48,017	\$53,928	\$60,899	\$76,713	\$81,411	\$85,485	\$89,492
7	\$49,511	\$55,702	\$63,180	\$79,906	\$84,715	\$88,904	\$93,013
8	\$51,007	\$57,480	\$65,461	\$83,098	\$88,020	\$92,322	\$96,535
9		\$59,258	\$67,750	\$86,289	\$91,327	\$95,741	\$100,053
10				\$89,481	\$94,632	\$99,159	\$103,575

2021-2022 - Effective First Day of the Fall Term 2021 COLA applied to First Day of the Fall Term 2020 rates
<p>*Cost of Living Adjustment (COLA) to be determined as follows:</p> <p><i>COLA is to be determined based on the 12 month (January to December 2021) average annual Statistics Canada consumer price index change (Manitoba CPI - All Items). For clarity, this measure is calculated by comparing the average of the 12 monthly index value changes in the two comparator years. In January 2022, the increase will be applied retroactively to September 1, 2021.</i></p>

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

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

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated April 25, 2021.

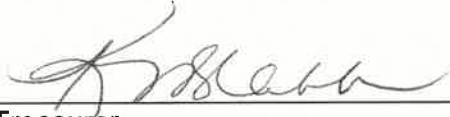
CONCURRING SIGNATORIES

SIGNED and DATED at Minnedosa in the Province of Manitoba, this 25th day of April, 2021.

Signed and agreed on behalf of the Division:



Chairperson



Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Chairperson, Negotiating Committee

APPENDIX 3

THIS COLLATERAL AGREEMENT made this 25th day of April, 2021

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated April 25, 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits Trust (the "*Trust*") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.

4. The Division shall make the following payments:

- a) Subject to paragraph (b) which follows, for Sept. 2018, the Division shall pay monthly \$107.40 on behalf of each Employee in respect of the Dental plan and/or, \$148.80 on behalf of each Employee in respect of the Extended Health plan, and/or, \$19.50 on behalf of each Employee in respect of the Vision plan, said \$107.40, \$148.80, and \$19.50 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 Sept. 2019, the Division shall pay monthly \$114.60 on behalf of each Employee in respect of the Dental plan and/or, \$151.20 on behalf of each Employee in respect of the Extended Health plan, and/or, \$19.50 on behalf of each Employee in respect of the Vision plan, said \$114.60, \$151.20, and \$19.50 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 Sept. 2020, the Division shall pay monthly \$121.20 on behalf of each Employee in respect of the Dental plan and/or, \$157.20 on behalf of each Employee in respect of the Extended Health plan, and/or, \$19.50 on behalf of each Employee in respect of the Vision plan, said \$121.20, \$157.20, and \$19.50 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:

ROLLING RIVER SCHOOL DIVISION
Box 1170 36 Armitage Avenue
Minnedosa MB R0J 1E0

To the Association:


ROLLING RIVER TEACHERS' ASSOCIATION
c/o Box 629
Minnedosa, MB R0J 1E0

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 ROLLING RIVER 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 ROLLING RIVER TEACHERS' ASSOCIATION


President


Chairperson, Negotiating Committee

APPENDIX 4

LETTER OF AGREEMENT

Manitoba Public School Employees Dental and Extended Health Plan

Between

The Rolling River School Division

and

The Rolling River 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 _____ for the members of the Rolling River 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: \$2757		6	7
	1	2	3	4	5		
0	\$35,568	\$39,700	\$43,580	\$53,725	\$57,670	\$61,001	\$64,334
1	\$37,037	\$41,445	\$45,818	\$56,858	\$60,912	\$64,356	\$67,789
2	\$38,500	\$43,191	\$48,054	\$59,990	\$64,156	\$67,711	\$71,241
3	\$39,964	\$44,931	\$50,291	\$63,122	\$67,398	\$71,066	\$74,699
4	\$41,434	\$46,676	\$52,529	\$66,256	\$70,644	\$74,420	\$78,152
5	\$42,899	\$48,417	\$54,767	\$69,387	\$73,887	\$77,774	\$81,606
6	\$44,361	\$50,161	\$57,002	\$72,520	\$77,130	\$81,128	\$85,060
7	\$45,827	\$51,903	\$59,240	\$75,654	\$80,373	\$84,483	\$88,515
8	\$47,295	\$53,647	\$61,479	\$78,786	\$83,616	\$87,838	\$91,972
9		\$55,392	\$63,725	\$81,917	\$86,861	\$91,193	\$95,424
10				\$85,050	\$90,104	\$94,546	\$98,880


STEP	EFFECTIVE SEPTEMBER 2019			Premium: \$2853		6	7
	1	2	3	4	5		
0	\$36,008	\$40,198	\$44,132	\$54,420	\$58,420	\$61,798	\$65,177
1	\$37,498	\$41,968	\$46,402	\$57,596	\$61,707	\$65,199	\$68,681
2	\$38,981	\$43,738	\$48,670	\$60,773	\$64,997	\$68,601	\$72,181
3	\$40,466	\$45,503	\$50,938	\$63,949	\$68,284	\$72,003	\$75,687
4	\$41,957	\$47,273	\$53,207	\$67,126	\$71,576	\$75,405	\$79,189
5	\$43,442	\$49,037	\$55,476	\$70,301	\$74,864	\$78,806	\$82,691
6	\$44,925	\$50,806	\$57,743	\$73,478	\$78,152	\$82,206	\$86,193
7	\$46,411	\$52,572	\$60,012	\$76,656	\$81,441	\$85,608	\$89,697
8	\$47,900	\$54,341	\$62,282	\$79,832	\$84,729	\$89,010	\$93,202
9		\$56,110	\$64,560	\$83,007	\$88,020	\$92,412	\$96,703
10				\$86,183	\$91,308	\$95,813	\$100,206

STEP	EFFECTIVE SEPTEMBER 2020			Premium: \$2979		6	7
	1	2	3	4	5		
0	\$36,076	\$40,287	\$44,241	\$54,581	\$58,600	\$61,995	\$65,391
1	\$37,574	\$42,066	\$46,522	\$57,773	\$61,904	\$65,414	\$68,912
2	\$39,064	\$43,845	\$48,801	\$60,965	\$65,210	\$68,833	\$72,430
3	\$40,556	\$45,618	\$51,081	\$64,157	\$68,514	\$72,251	\$75,954
4	\$42,055	\$47,397	\$53,361	\$67,350	\$71,822	\$75,670	\$79,473
5	\$43,548	\$49,171	\$55,642	\$70,541	\$75,127	\$79,088	\$82,992
6	\$45,038	\$50,949	\$57,920	\$73,734	\$78,432	\$82,506	\$86,513
7	\$46,532	\$52,723	\$60,201	\$76,927	\$81,736	\$85,925	\$90,034
8	\$48,028	\$54,501	\$62,482	\$80,119	\$85,041	\$89,343	\$93,556
9		\$56,279	\$64,771	\$83,310	\$88,348	\$92,762	\$97,074
10				\$86,502	\$91,653	\$96,180	\$100,596


SIGNED and DATED at Minnedosa in the Province of Manitoba, this 25th day of April, 2021.

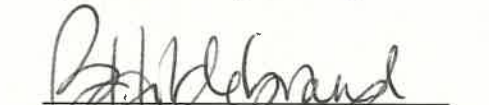
Signed on behalf of the
Rolling River School Division:


Chairperson


Secretary – Treasurer

Signed on behalf of the
Rolling River Teachers' Association:


President


Chairperson, Negotiating Committee

APPENDIX 5

MEMORANDUM OF AGREEMENT

BETWEEN:

ROLLING RIVER SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

The Parties agreed during the collective bargaining negotiations for the 2005-2010 Rolling River Teachers' Association Collective Agreement that effective the first day of the fall term of 2005, the application of Article 3.07 (c) - Administrative Allowance shall continue as changed in the previous Collective Agreement.

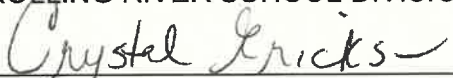
This article states:

"Principals of all other schools shall be paid administrative allowance as follows... for every teacher in excess of five (5) to a maximum of ..."

The parties will interpret this to mean that principals will get credit for each and every single teacher under their supervision rather than counting teacher Full Time Equivalents (FTEs).

SIGNED and DATED at Minnedosa in the Province of Manitoba, this 25th day of April, 2021.

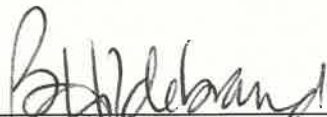
ROLLING RIVER SCHOOL DIVISION


Chairperson, Board of Trustees


Secretary-Treasurer

ROLLING RIVER TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY


President


Chairperson, Negotiating Committee

APPENDIX 6

LETTER OF AGREEMENT

Between:

Rolling River School Division

-and-

Rolling River Teachers Association

Re: Application of Article 3:11 – Interest on Back Pay

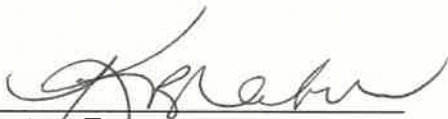
For the collective agreement covering the period July 2014 to June 2018 the parties agree that Article 3:11 Interest on Back Pay will be calculated in the following manner:

Interest on back pay will be paid based on the average interest payable to a full time equivalent teacher. Teachers working part time will have the average interest payable amount pro-rated based on their part time equivalent.

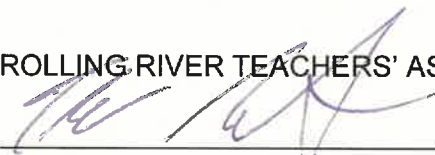
SIGNED and DATED at Minnedosa in the Province of Manitoba, this 25th day of April, 2021.

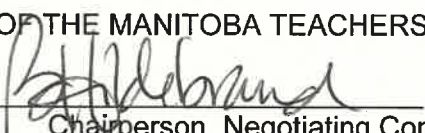
ROLLING RIVER SCHOOL DIVISION


Chairperson, Board of Trustees


Secretary-Treasurer

ROLLING RIVER TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY


President


Chairperson, Negotiating Committee

APPENDIX 7

LETTER OF AGREEMENT

Between:

Rolling River School Division

-and-

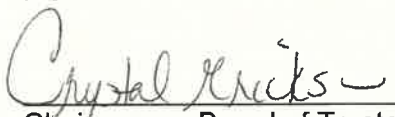
Rolling River Teachers Association

Re: Application of Article 4:07 a) – Retroactive Payment for Substitute Teachers

Notwithstanding Article 4:01, the parties have agreed that Substitute Teachers will not receive retroactive pay for the collective agreement covering the period September 2018 to June 2022.

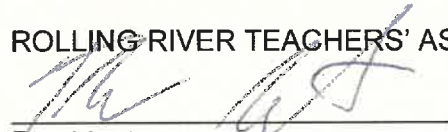
SIGNED and DATED at Minnedosa in the Province of Manitoba, this 25th day of April, 2021.

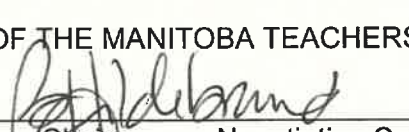
ROLLING RIVER SCHOOL DIVISION


Chairperson, Board of Trustees


Secretary-Treasurer

ROLLING RIVER TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY


President


Chairperson, Negotiating Committee

THIS COLLATERAL AGREEMENT made this 14th day of February, 2022

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated April 25, 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits Trust (the "*Trust*") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for Sept. 2021, the Division shall pay monthly \$129.00 on behalf of each Employee in respect of the Dental plan and/or, \$163.20 on behalf of each Employee in respect of the Extended Health plan, and/or, \$19.50 on behalf of each Employee in respect of the Vision plan, said \$129.00, \$163.20, and \$19.50 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:

ROLLING RIVER SCHOOL DIVISION
Box 1170 36 Armitage Avenue
Minnedosa MB R0J 1E0

To the Association:

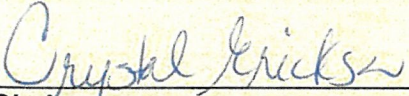
ROLLING RIVER TEACHERS' ASSOCIATION
c/o Box 629
Minnedosa, MB R0J 1E0

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.

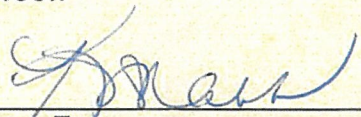
- 8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
- 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 ROLLING RIVER SCHOOL DIVISION

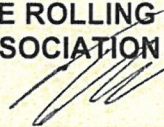
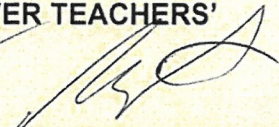


Chairperson

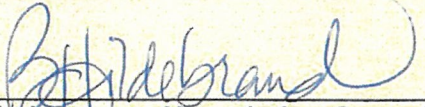


Secretary - Treasurer

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 ROLLING RIVER TEACHERS' ASSOCIATION
 

President



Chairperson, Negotiating Committee

THIS AUXILIARY AGREEMENT made as of the 14th day of February, 2022

BETWEEN:

ROLLING RIVER SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated April 25, 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 2021/22 school year which follows:

	EFFECTIVE JULY 1, 2021 (3.3%)						
STEP	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 40,344	\$ 44,694	\$ 48,779	\$ 59,459	\$ 63,611	\$ 67,118	\$ 70,626
1	\$ 41,891	\$ 46,532	\$ 51,135	\$ 62,756	\$ 67,024	\$ 70,650	\$ 74,264
2	\$ 43,431	\$ 48,369	\$ 53,489	\$ 66,054	\$ 70,439	\$ 74,181	\$ 77,898
3	\$ 44,972	\$ 50,201	\$ 55,844	\$ 69,351	\$ 73,852	\$ 77,713	\$ 81,538
4	\$ 46,520	\$ 52,039	\$ 58,199	\$ 72,650	\$ 77,269	\$ 81,245	\$ 85,173
5	\$ 48,062	\$ 53,871	\$ 60,555	\$ 75,946	\$ 80,683	\$ 84,775	\$ 88,808
6	\$ 49,601	\$ 55,707	\$ 62,908	\$ 79,245	\$ 84,097	\$ 88,306	\$ 92,445
7	\$ 51,144	\$ 57,540	\$ 65,265	\$ 82,543	\$ 87,511	\$ 91,837	\$ 96,082
8	\$ 52,690	\$ 59,377	\$ 67,621	\$ 85,840	\$ 90,925	\$ 95,369	\$ 99,721
9		\$ 61,213	\$ 69,986	\$ 89,137	\$ 94,341	\$ 98,901	\$ 103,355
10				\$ 92,434	\$ 97,755	\$ 102,431	\$ 106,993

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

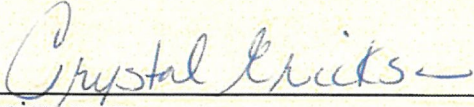
1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated April 25, 2021.

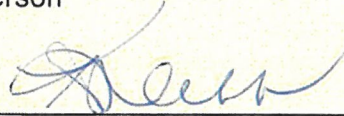
CONCURRING SIGNATORIES

Dated at Minnedosa, Manitoba this 14th day of February, 2022.

Signed and agreed on behalf of the Division:

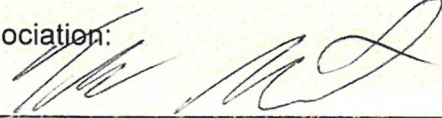


Chairperson

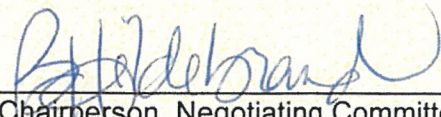


Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Chairperson, Negotiating Committee

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

Between

The Rolling River School Division

and

The Rolling River Teachers' Association

of the

Manitoba Teachers' Society

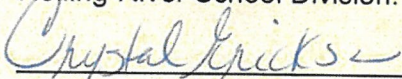
RE: Sept 2021 Salary grid net of Dental and Extended Health

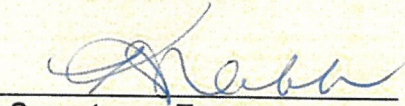
The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated February 14, 2022 for the members of the Rolling River Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according 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: \$3117			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 37,227	\$ 41,577	\$ 45,662	\$ 56,342	\$ 60,494	\$ 64,001	\$ 67,509
1	\$ 38,774	\$ 43,415	\$ 48,018	\$ 59,639	\$ 63,907	\$ 67,533	\$ 71,147
2	\$ 40,314	\$ 45,252	\$ 50,372	\$ 62,937	\$ 67,322	\$ 71,064	\$ 74,781
3	\$ 41,855	\$ 47,084	\$ 52,727	\$ 66,234	\$ 70,735	\$ 74,596	\$ 78,421
4	\$ 43,403	\$ 48,922	\$ 55,082	\$ 69,533	\$ 74,152	\$ 78,128	\$ 82,056
5	\$ 44,945	\$ 50,754	\$ 57,438	\$ 72,829	\$ 77,566	\$ 81,658	\$ 85,691
6	\$ 46,484	\$ 52,590	\$ 59,791	\$ 76,128	\$ 80,980	\$ 85,189	\$ 89,328
7	\$ 48,027	\$ 54,423	\$ 62,148	\$ 79,426	\$ 84,394	\$ 88,720	\$ 92,965
8	\$ 49,573	\$ 56,260	\$ 64,504	\$ 82,723	\$ 87,808	\$ 92,252	\$ 96,604
9		\$ 58,096	\$ 66,869	\$ 86,020	\$ 91,224	\$ 95,784	\$ 100,238
10				\$ 89,317	\$ 94,638	\$ 99,314	\$ 103,876

Dated at Minnedosa, Manitoba this 14th day of February, 2022.

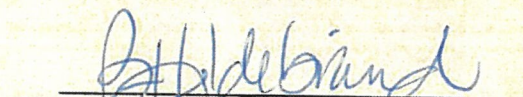
Signed on behalf of the
Rolling River School Division:


Chairperson


Secretary - Treasurer

Signed on behalf of the
Rolling River Teachers' Association:


President


Chairperson, Negotiating Committee

APPENDIX A

OTHER RATE ADJUSTMENTS - September 2021

Appendix to the Collective Agreement between
The Rolling River School Division
and
The Rolling River Teachers' Association
of the
Manitoba Teachers' Society

RE: SEPTEMBER 2021 OTHER RATE ADJUSTMENTS (COLA Increase 3.3%)

The following other rate adjustment listed below reflect the COLA increase at 3.3%.

3.07 Administrative Allowance

- (a) Principals of schools with one teacher (including themselves) shall be paid an administrative allowance as follows:
\$1,720. effective the first day of the Fall Term 2021
 - (b) Principals employed in schools with two teachers (including themselves) shall be paid an administrative allowance as follows:
\$5,324. effective the first day of the Fall Term 2021
 - (c) Principals of all other schools shall be paid an administrative allowance as follows:
\$6,865. effective the first day of the Fall Term 2021
- Plus the following allowance for every teacher in excess of five (5):
\$864. for every teacher in excess of five (5) to a maximum
of \$23,172 effective the first day of the Fall Term 2021.
- A principal shall not be classified as a teacher for this calculation.
- (d) Vice-Principals shall receive one half of what he/she would receive as principal of that school.

3.10 Coordinators Allowance

Effective the first day of the Fall Term 2021 the following shall apply:

Year One	\$8,096.
Year Two	\$8,996.
Year Three	\$9,995.
Year Four	\$11,106.

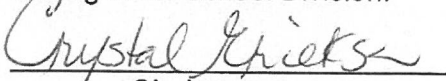
4.07


- (a) Short-term substitute teachers (1 to 5 days) shall be paid at the rate of per day, which includes vacation pay, as follows:

\$165. effective February 1, 2021

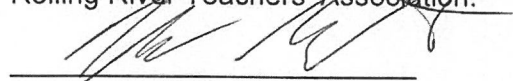
Dated at Minnedosa, Manitoba this 14th day of February, 2022.

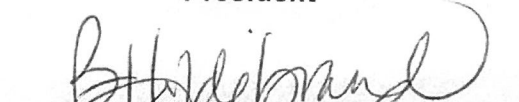
Signed on behalf of the
Rolling River School Division:


Chairperson


Secretary – Treasurer

Signed on behalf of the
Rolling River Teachers' Association:


President


Chairperson, Negotiating Committee