

# **AGREEMENT**

*Between*

*The Swan Valley School*

*Division*

*and*

*The Swan Valley Teachers'*

*Association*

*July 1, 2018 to June 30, 2022*



## TABLE OF CONTENTS

Article 1: Purpose	Page 1
Article 2: Effective Period	Page 1
Article 3: Salaries	Pages 2 - 9
Article 4: Leave of Absence	Pages 9 - 11
Article 5: Leave of Absence for Executive Duties	Page 11
Article 6: Sabbatical Leave	Page 11
Article 7: Maternity, Adoptive and Parental Leave, Supplementary Employment Benefits (SEB) Plan	Pages 12 - 13
Article 8: Personal Leave	Page 13
Article 9: Extracurricular	Page 13 - 14
Article 10: Preparation Time	Page 14
Article 11: Group Life Insurance Plan	Page 14 - 15
Article 12: Long-Term Disability	Pages 15 - 16
Article 13: Dental/Extended Health Insurance	Pages 16 - 17
Article 14: Noon Hour	Page 17
Article 15: Manitoba Teachers' Society Fee Deductions	Pages 17 - 18
Article 16: Security of Tenure	Page 18
Article 17: Jury Duty	Page 18
Article 18: Complaints Against Teachers	Page 18
Article 19: Settlement of Dispute	Page 18 - 19
Article 20: Layoff	Pages 19 - 21
Article 21: Written Warnings and Suspensions	Page 21 - 22
Article 22: Interest On Retroactive Pay	Page 22
Article 23: Freedom From Violence	Page 22 - 23
Article 24: Signage	Page 23
Letter of Understanding – Vocational (Technology) Teachers	Page 24
The Auxiliary Agreement	Pages 25 - 27
The Collateral Agreement	Pages 28 - 30
Letter of Agreement - MTS Short Term Disability Plan	Pages 31 - 32
Letter of Agreement – Manitoba Public School Employees Dental and Extended Health Plan	Page 33

**AGREEMENT BETWEEN  
THE SWAN VALLEY SCHOOL DIVISION  
AND  
THE SWAN VALLEY TEACHERS' ASSOCIATION**

**July 1, 2018 to June 30, 2022**

**ARTICLE 1: PURPOSE**

It is the intent and purpose of the parties to this agreement (hereinafter referred to as this agreement) to promote and improve the working relations between The Swan Valley School Division and The Swan Valley Teachers' Association, to establish an acceptable salary schedule and other conditions of employment and finally, to provide a basis for both parties to improve the professional and academic services rendered to the school children and the citizens of The Swan Valley School Division.

**ARTICLE 2: EFFECTIVE PERIOD**

This agreement shall come into force and take effect as of July 1, 2018 and shall remain in force from that date until June 30, 2022 and shall automatically renew itself unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement, such notice to be given not more than ninety (90) days and not less than thirty (30) days prior to the expiry of the collective agreement. It is agreed that, in such case, the parties will confer not later than ten (10) days after receipt of such notice, or another date as may be mutually agreed to.

During negotiations for amendment or for a new agreement, the parties may agree to extend this agreement temporarily for a specific period, but not indefinitely.

Any settlement reached regarding the amendment of said agreement shall be effective as from the first day of July following the commencement of negotiations, unless some other effective date is agreed to by both parties.

**ARTICLE 3: SALARIES**

**3.01** For the purposes of this salary schedule, the teachers are classified according to their qualifications as recognized by Manitoba Education, Citizenship and Youth.

**3.02** A basic salary, as per the accompanying schedule, shall be paid each teacher with a valid classification as in Section 3.01 above.

**3.03** Salary Schedule

Salary/Allowances and other monetary items:

Effective first day of fall term 2018 Family Premium \$2,805

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,645	39,706	45,624	54,528	58,115	61,068	64,503
1	37,518	41,869	47,745	57,322	61,068	64,672	67,796
2	40,669	44,018	49,874	60,746	64,672	67,679	71,078
3	41,731	46,126	52,000	63,868	67,799	71,058	74,382
4	43,549	48,221	54,138	66,990	70,919	74,441	77,658
5	45,352	50,316	56,267	70,118	74,085	77,824	80,961
6	46,535	52,415	58,396	73,448	77,421	81,206	84,250
7	47,202	54,528	60,527	76,787	80,761	84,585	87,537
8		55,190	62,654	80,110	84,099	87,966	90,819
9			63,932	83,445	87,440	91,350	94,114
10				84,805	90,162	94,731	99,365

Effective first day of fall term 2019 Family Premium \$2,901

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	36,087	40,205	46,206	55,235	58,872	61,866	65,349
1	37,987	42,398	48,357	58,068	61,866	65,521	68,688
2	41,182	44,578	50,516	61,540	65,521	68,570	72,016
3	42,259	46,715	52,671	64,705	68,691	71,996	75,367
4	44,102	48,839	54,839	67,871	71,855	75,426	78,688
5	45,930	50,964	56,998	71,043	75,065	78,857	82,038
6	47,130	53,092	59,157	74,420	78,448	82,286	85,373
7	47,806	55,235	61,318	77,805	81,835	85,712	88,706
8		55,906	63,474	81,175	85,220	89,141	92,034
9			64,770	84,557	88,607	92,572	95,375
10				85,936	91,368	96,001	100,699

Effective first day of fall term 2020 Family Premium \$3,099

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$36,084	\$40,223	\$46,254	\$55,328	\$58,983	\$61,992	\$65,492
1	\$37,993	\$42,426	\$48,415	\$58,175	\$61,992	\$65,665	\$68,848
2	\$41,204	\$44,617	\$50,585	\$61,664	\$65,665	\$68,729	\$72,193
3	\$42,287	\$46,765	\$52,751	\$64,845	\$68,851	\$72,172	\$75,560
4	\$44,139	\$48,900	\$54,930	\$68,027	\$72,031	\$75,620	\$78,898
5	\$45,976	\$51,035	\$57,100	\$71,215	\$75,257	\$79,068	\$82,265
6	\$47,182	\$53,174	\$59,269	\$74,609	\$78,657	\$82,514	\$85,616
7	\$47,862	\$55,328	\$61,441	\$78,011	\$82,061	\$85,957	\$88,966
8		\$56,002	\$63,608	\$81,397	\$85,463	\$89,403	\$92,311
9			\$64,910	\$84,796	\$88,867	\$92,851	\$95,668
10				\$86,182	\$91,641	\$96,298	\$101,019

Effective first day of fall term 2021: Salary Schedule to be adjusted by 2021 COLA to be determined as follows: In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021 and adjustments as provided by the Collateral Dental and Extended Health Plan Agreement.

### 3.04 Annual Increments

Annual increments shall be paid as per Table 3.03 as of September 01.

- (a) Full-time teachers entering the service of the School Division in the fall term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the fall term next following.
- (b) Full-time teachers entering the service of the School Division in the spring term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the spring term next following.
- (c) Part-time teachers shall receive an adjustment to the next higher rate in their Class based on the fraction of the time employed at the beginning of the fall or spring term following the accumulation of service with the School Division equals the equivalent of one full-time year of service as verified by The Manitoba Education Professional Certification Branch.

**3.05**      Credit for Past Experience

Full credit shall be allowed for past experience, as recognized by Manitoba Education, Citizenship and Youth.

**3.06**      **A**      Principal's Administrative Allowance

Effective first day of fall term 2018, all principals shall be paid at the rate of \$961.00, per teacher(s) supervised, excluding himself/herself. In no case will the allowance be less than \$7,823.00. In no case will the allowance be more than \$27,940.00.

Effective first day of fall term 2019, all principals shall be paid at the rate of \$974.00, per teacher(s) supervised, excluding himself/herself. In no case will the allowance be less than \$7,933.00. In no case will the allowance be more than \$28,331.00.

Effective first day of fall term 2020, all principals shall be paid at the rate of \$979.00, per teacher(s) supervised, excluding himself/herself. In no case will the allowance be less than \$7,973.00. In no case will the allowance be more than \$28,473.00.

Effective first day of fall term 2021, the 2021 COLA adjustment as defined in Article 3.03 applied to above fall term 2020 per teacher rate, minimum and maximum allowance, all principals shall be paid at the rate of \$TBA, per teacher(s) supervised, excluding himself/herself. In no case will the allowance be less than \$TBA. In no case will the allowance be more than \$TBA.

In addition to the above, principals who have obtained a Level 1 Manitoba School Administrator's Certificate shall receive an allowance per annum of effective fall term 2018 \$254.00, effective fall term 2019 \$258.00, effective fall term 2020 \$259.00 and effective fall term 2021 \$259.00 plus the 2021 COLA adjustment as defined in Article 3.03.

Those principals who have obtained a Level 11 Manitoba Principal's Certificate shall receive an additional allowance per annum of effective fall term 2018 \$254.00, effective fall term 2019 \$258.00, effective fall term 2020 \$259.00 and effective fall term 2021 \$259.00 plus the 2021 COLA adjustment as defined in Article 3.03.

Those principals who have obtained a Certificate in School Leadership shall receive an allowance per annum of effective fall term 2018 \$508.00, effective fall term 2019 \$515.00, effective fall term 2020 \$518.00 and effective fall term 2021 \$518.00 plus the 2021 COLA adjustment as defined in Article 3.03.

**3.06 B Vice-Principal's Administrative Allowance**

A vice-principal shall receive an administrative allowance, which is equal to one-half of that of the principal.

In addition to the above, vice-principals who have obtained a Level I Manitoba School Administrator's Certificate shall receive an allowance per annum of effective fall term 2018 \$254, effective fall term 2019 \$258, effective fall term 2020 \$259 and effective fall term 2021 \$259 the plus the 2021 COLA adjustment as defined in Article 3.03.

Those vice-principals who have obtained a Level II Manitoba Principal's Certificate shall receive an additional allowance per annum of effective fall term 2018 \$254, effective fall term 2019 \$258, effective fall term 2020 \$259 and effective fall term 2021 \$259 plus the 2021 COLA adjustment as defined in Article 3.03.

Those vice-principals who have obtained a Certificate in School Leadership shall receive an allowance per annum of effective fall term 2018 \$508.00, effective fall term 2019 \$515.00, effective fall term 2020 \$518.00 and effective fall term 2021 \$518.00 plus the 2021 COLA adjustment as defined in Article 3.03.

**3.06 C Interim Vice-principal**

In schools where there is no permanent vice-principal appointment, an interim vice-principal shall be designated when the need arises. The designee shall assume the duties of the vice-principal during the absence of the principal. When such absence extends to one full day, the designee shall be paid a per diem allowance of one half of the principal's administrative allowance of that school.

In the event of one half day absence, the designated teacher shall be paid a per diem allowance of one quarter of the principal's administrative allowance of that school.

**3.06 D Supervisory Allowance**

Coordinator of Student Services, shall be paid an administrative allowance, prorated to a full time position, according to the following schedule:

<u>Years in Designated Position</u>	<u>First Day Fall Term 2018</u>	<u>First Day Fall Term 2019</u>	<u>First Day Fall Term 2020</u>	<u>First Day Fall Term 2021</u>
0	\$10,351	\$10,496	\$10,548	2020 allowances plus the
1	\$11,279	\$11,437	\$11,494	2021 COLA adjustment as
2	\$12,209	\$12,380	\$12,442	defined in Article 3.03.

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**3.07**      Change in Classification

Any teacher who improves his/her classification on the schedule shall be paid a salary as per the improved classification as follows:

- (a)      If Manitoba Education, Citizenship and Youth recognizes the change in classification by the fifteenth of the month, then the change in salary shall be made effective on the first day of that month.
- (b)      If Manitoba Education, Citizenship and Youth recognizes the change in classification after the fifteenth of the month, then the change in salary shall be made effective on the first day of the following month.

**3.08**      Qualifications

The onus of providing the Board with satisfactory proof of qualifications rests with the teacher concerned.

**3.09**      Salary Protection

No teacher, now on a negotiated contract, shall suffer a reduction in basic salary by reason of the adoption of this agreement, but shall remain at the same basic salary until this agreement is in accord therewith.

**3.10**      Irregular Qualifications

The salary of a teacher, whose qualifications and experience do not permit him/her to be paid according to the classification in this schedule, shall be paid by the Division subject to negotiation and agreement with the Swan Valley Teachers' Association.

**3.11**      Payment of Salary

Payment of salary shall be on the basis of twenty-four (24) approximately equal payments from September to August, said payments to be made respectively on the last banking day on or before the 15 day of the month and the end of the month. The payment shall be made by direct deposit.

Where a teacher leaves the employ of the Division during the course of the school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the number of school days in the current school year.

**3.12**      Per Diem

Wherever 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 repayment shall be calculated in accordance with the appropriate formula set out below:



- a) Payment at Per Diem Rate  
 $\frac{\text{Number of days for which payment is due}}{\text{Number of school days in the school year as defined by the Minister of Education.}} \times \text{Teacher's current annual salary}$
  
- b) Deduction at Per Diem Rate  
 $\frac{\text{Number of days of leave without pay}}{\text{Number of school days in the school year as defined by the Minister of Education.}} \times \text{Teacher's current annual salary}$

**3.13** Substitute Teachers

Effective September 01 or the date of signing this agreement, whichever is the latter, the following shall apply:

- (a) Substitute teacher means a teacher employed on a day-to-day basis.
- (b) The salary rate for substitute teachers will be in accordance with the following schedule:

\$160.00 per day, effective date of signing

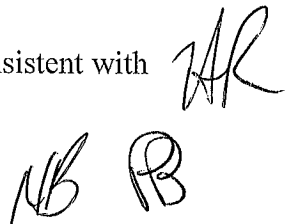
Substitute rates for the 2021/22 school year will be effective on the date the parties confirm the amount of the 2021 COLA adjustment defined in Article 3.03. For clarity, this adjustment will not be applied retroactively.

- (c) A period of substitute teaching in one particular assignment of at least five (5) days shall be deemed extended substitute teaching. A substitute teacher employed for a period in excess of five (5) consecutive teaching days in any extended teaching assignment, shall be paid on the sixth (6) day thereafter a per diem of his/her qualifications according to Table 3.03.

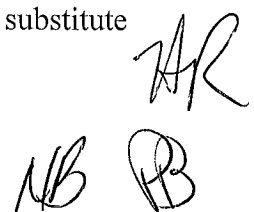
In-service days and/or Administrative days, shall not constitute a break in the extended teaching assignment.

- (d) In addition, where during an extended substitute teaching assignment, the substitute teacher becomes unavailable to work due to attending what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family or for attending to Association or MTS business as a representative of the Association and where the substitute teacher returns to the teaching assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.

Definition of family for the above clause to be applied consistent with the current collective agreement.



- (e) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- (f) A substitute teacher who is called to work for an assignment for one half (1/2) day or less shall be paid one half (1/2) of the daily rate. A substitute teacher, who is called to work for an assignment of greater than a half day but less than a full day, shall be paid the daily rate. Notwithstanding the above, where the substitute teacher is replacing a teacher whose contractual assignment is more than 50% time but less than full time, the substitute shall be paid for a period equivalent in time to the assignment of the teacher being replaced.
- (g) A substitute teacher who is called to work for an assignment and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute's original assignment and when such an alternative assignment is not available shall be paid a half (1/2) day's pay at the applicable rate in lieu.
- (h) Limited Term Teacher-General Contract  
A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21) day, be signed to a Limited Term Teacher-General contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.
- (i) Sick Leave  
A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teacher assignment to another.  
  
The use of a sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.
- (j) Pay relating to the salary earned by substitute teachers during any month shall be received by those teachers via direct deposit not later than the fifteenth (15) day of the following calendar month.
- (k) Manitoba Teachers' Society fees shall be deducted from a substitute teacher's monthly pay.
- (l) The following clauses of the Collective Agreement apply to substitute teachers:  
Article 1 – Purpose



Article 2 – Effective Period

Article 3.01, 3.02, 3.03, 3.05, 3.07, 3.08, 3.09, 3.10, 3.13 (as it relates to the conversion to per diem in accordance with 3.13 c)

Article 14 – Noon Hour

Article 18 – Complaints Against Teachers

Article 19 – Settlement of Dispute

- the only matters which may be grieved under Article 19 (Settlement of Dispute) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

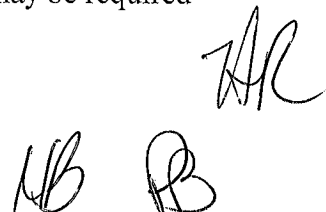
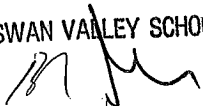
Article 22 – Interest on Retroactive Pay

Article 23 – Freedom From Violence

Article 24 – Signing Page

**ARTICLE 4: LEAVE OF ABSENCE**

- 4.01**
1. Where a teacher is sick, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her leave; but subject to subsection 2, the leave shall not exceed twenty (20) teaching days in any school year.
  2. Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
    - 40 teaching days in the second year
    - 60 teaching days in the third year
    - 80 teaching days in the fourth year
    - 100 teaching days in the fifth year
    - 120 teaching days in the sixth year
    - 127 teaching days in the seventh
    - 130 teaching days in the eighth and subsequent years
  3. Leave beyond three (3) consecutive days shall require a medical certificate.
  4. There shall be no accumulation of sick leave credited for periods of "Leave of Absence" and/or "Sabbatical Leave".
  5. The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.



**4.02** Bereavement Leave

Each teacher shall be allowed bereavement leave without loss of salary up to, but not exceeding four (4) days at any one time in the case of death of any member of the immediate family of the teacher. Up to two (2) of the four (4) days may be reserved to be used at a later date where the internment is delayed. Leave beyond this amount for compassionate grounds may be granted at the discretion of the Board.

Immediate family is defined as employee's father, mother, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild and grandparents.

Effective date of signing: Each teacher shall be allowed bereavement leave without loss of salary up to, but not exceeding, three (3) days at any one time in the case of death of the teacher's great grandparent, grandparent-in-law, son-in-law and daughter-in-law. Up to two (2) of the three (3) days may be reserved to be used at a later date where the internment is delayed.

**4.03** Compassionate Leave

Each teacher shall be allowed compassionate leave up to four (4) days in the event of serious illness of a member of the immediate family. The amount of salary deducted for each day of absence shall be the equivalent of the substitute teacher's salary for that particular class.

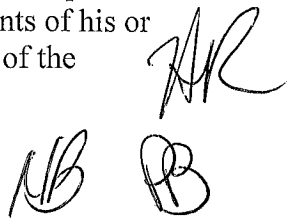
Immediate family is defined as employee's father, mother, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild and grandparents.

Effective date of signing: Each teacher shall be allowed compassionate leave up to three (3) days in the event of serious illness of the teacher's great grandparent, grandparent-in-law, son-in-law and daughter-in-law. The amount of salary deducted for each day of absence shall be the equivalent of the substitute teacher's salary for that particular class.

**4.04** Leave other than that allowed in Section 4.02 and 4.03 may be granted at the discretion of the Board, at no loss of salary, or per diem rate of the teacher's salary, or the substitute teacher's salary will be deducted for each day's leave of absence so granted. The question of the amount deducted must be defined at the time the leave is granted.

**4.05** Family Medical Leave

Each teacher shall be entitled to use up to four (4) 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.



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

**ARTICLE 5: LEAVE OF ABSENCE FOR EXECUTIVE DUTIES**

A teacher being a member of The Manitoba Teachers' Society Executive Committee or of a committee of the Society or of any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he is a member, or to act as a representative, or a delegate shall be excused from school duties for either purpose or both purposes for not more than a total of seven (7) teaching days in any school year, and provided that a substitute satisfactory to the Board can be secured, and that the cost of providing a substitute is assumed by the Society and shall not be a charge upon the Board concerned. Upon request, the president of the Swan Valley Teachers' Association may be granted an additional five (5) teaching days in any school year. The maximum number of days of leaves of absence by all teachers and the president of the Swan Valley Teachers' Association shall not exceed forty (40) days. No additional leave of absence beyond seven (7) days for a teacher, and seventeen (17) days for the president of the Swan Valley Teachers' Association in a school year shall be taken for the purpose mentioned above, except with the consent and approval of the Board.

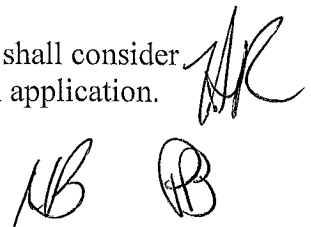

**To be effective date of signing**

Association President's Leave:

- i) The Swan Valley Teachers Association shall have the option to use up to 50% of the school year for President Release Time.
- ii) The Association agrees to reimburse the Division for the president's salary and benefits required for the leave taken by the President of the Association.
- iii) The Swan Valley Teachers' Association will notify the Division as soon as possible but not later than April 30th if they intend to exercise the leave of absence for the President. An acceptable arrangement for the leave shall be developed with the Principal and the Superintendent.
- iv) The Division and Association agree to be fair and reasonable in administering this clause. This leave cannot be combined with leave available for the Association President under Article 5.

**ARTICLE 6: SABBATICAL LEAVE**

The Board recognizes the principle of Sabbatical Leave and shall consider applicants for Sabbatical Leave on the basis of merit of each application.

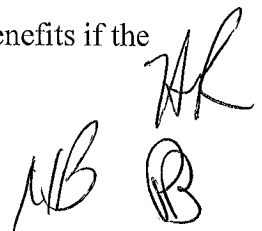


**ARTICLE 7: MATERNITY, ADOPTIVE AND PARENTAL LEAVE, SUPPLEMENTARY  
EMPLOYMENT BENEFITS (SEB) PLAN**

- A. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave and parental leave in accordance with this article.
- B. Every teacher shall be entitled to unpaid parental leave.
- C. Except as otherwise provided herein the Manitoba Employment Standards **Code will apply.**
- D. The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- E. A teacher taking maternity leave and/or parental/adoptive leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.
- F. The Division shall pay a teacher on maternity leave and/or parental/adoptive leave:
  - a) if the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
  - b) if the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;
  - c) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

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

- a) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;



- b) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;
- c) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

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

G. Non-Application

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

**ARTICLE 8: PERSONAL LEAVE**

Each teacher shall be entitled to Two (2) day Personal Leave, in any school year, at no deduction of salary.

Personal Leave shall be subject to the teacher providing reasonable notice of such leave to the Division.

No more than two (2) teachers per school shall be granted leave on the same day; for schools with ten (10) or less teaching staff, the maximum number of teachers absent shall be one (1).

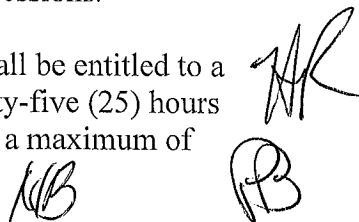
Personal Leave shall accumulate from school year to school year to a maximum of two (2) days.

The Personal Leave Day shall be taken prior to a teacher requesting discretionary leave from the Division.

**ARTICLE 9: EXTRACURRICULAR**

"Extracurricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day but does not include activities related to academic or instructional matters outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work and in-service sessions.

A teacher who participates in extracurricular activities shall be entitled to a paid leave of absence of one-half (1/2) day for each twenty-five (25) hours of extracurricular duties performed in that school year, to a maximum of



two (2) full days or four (4) one-half (1/2) days per school year noncumulative.

Part-time teachers who participate in extracurricular activities shall be entitled to a paid leave of absence of one-half (1/2) day prorated to his/her part-time assignment for each twenty-five (25) hours, prorated to his/her part-time assignment, of extracurricular duties performed in that school year to a maximum of two (2) full days or four (4) one-half (1/2) days prorated to his/her part-time assignment per school year noncumulative.

Notwithstanding the above, when a teacher becomes entitled to a leave of up to a maximum one (1) day of leave after April 30, of any school year, the teacher may elect to carry forward his/her entitlement to the following school year. In such cases the entitlement must be used in the Fall Term.

Notwithstanding the above, a teacher who has contributed less than twenty-five (25) hours within a particular school year shall be allowed to carry over said hours until such time as the twenty-five (25) actual hours are obtained.

#### **ARTICLE 10: PREPARATION TIME**

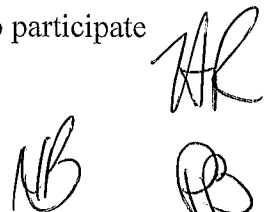
With the exception of the Swan Valley Regional Secondary School, the Division will provide, the equivalent of, a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle for each full time teacher. Preparation time shall be scheduled in blocks of not less than twenty-five (25) minutes, and shall be exclusive of recess. Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of teaching assignment.

At the Swan Valley Regional Secondary School, the Division will provide, the equivalent of, a minimum of two hundred (200) minutes of preparation time per six (6) day cycle for each full time teacher. Preparation time shall be scheduled in blocks of not less than twenty-five (25) minutes, and shall be exclusive of recess. Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of teaching assignment.

#### **ARTICLE 11: GROUP LIFE INSURANCE PLAN**

**11.01** The Division shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan, and subject to the limitations set out in Article 11.03.

**11.02** All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the plan.





**11.03** The Board's responsibility with respect to the administration of this Plan shall be limited to the following:

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

**11.04** Save and except for the express responsibilities set out in 11.03 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 Manitoba Public School Employees Group Life Insurance Plan.

**11.05** 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 Group Life Insurance Plan.

**ARTICLE 12: LONG-TERM DISABILITY**

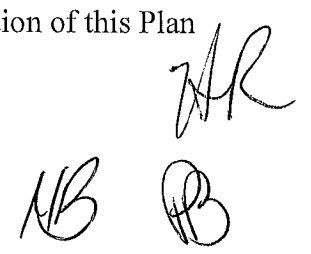
**12.01** The Division shall deduct from teachers' salaries the full premium costs prescribed by the MTS Disability Benefits Plan (the Plan) and shall forward such premiums on a monthly basis to the Plan.

**12.02** All teachers shall be enrolled and participate in the Plan, in accordance with the terms and conditions of the Plan.

**12.03** 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.

**12.04** The Division's responsibility with respect to the administration of this Plan shall be limited to the following:

- i) deducting premiums from the teachers;
- ii) enrolling newly hired teachers in the Plan;



- iii) 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;
- iv) completing a premium statement to accompany premium remittances;
- v) distributing plan information to teachers from time to time;
- vi) 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 claim for benefits;
- vii) reporting to the Plan salary changes for teachers in receipt of benefits.

**12.05** Save and except for the deduction and remittance of premiums, and the express responsibilities set out in 12.04 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.

**12.06** 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.

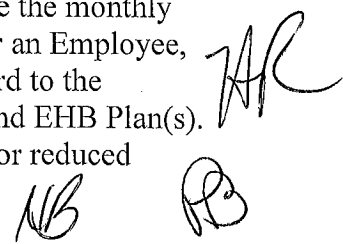
**ARTICLE 13: DENTAL/EXTENDED HEALTH INSURANCE**

**13.01** 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*).

**13.02** 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.

**13.03** 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.

**13.04** The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced



coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:

- a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
- b) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and Extended Health Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
- c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group Dental and/or Extended Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

**ARTICLE 14: NOON HOUR**

Each teacher will be scheduled for a duty free lunch period between 11:00 A.M. and 2:00 P.M. each school day. This lunch period shall be equal to the midday intermission given to the students of the school, in which the teacher is employed and which shall be a maximum of sixty (60) minutes. Designated Professional Staff will be on call during this lunch period to deal with discipline, parent inquiries and other problems normally under the jurisdiction of a teacher.

**ARTICLE 15: MANITOBA TEACHERS' SOCIETY FEE DEDUCTIONS**

**15.01** The Manitoba Teachers' Society professional membership fees shall be deducted in twelve (12) equal installments from the salaries of all teachers employed by the Swan Valley School Division and forwarded to the central office of the Manitoba Teachers' Society in the month following the month of deduction. The onus is on the teachers to make the necessary arrangements with the Manitoba Teachers' Society for nondeductions or rebate of deductions.

- 15.02**
- a) The Division agrees to the compulsory check-off of Union dues for all teachers covered by this Agreement.
  - b) The deductions will be made in equal monthly installments commencing with the September pay according to the scale of dues established by the Swan Valley Teachers' Association. Each



monthly installment will be forwarded to the Swan Valley Teachers' Association normally not later than the fifteenth (15) day of the following calendar month.

- c) The Association shall notify the Division, in writing, of any change in the amount of dues deducted at least thirty (30) days prior to the expected change.

**15.03** The Association shall indemnify and save harmless the Board from any and all losses, costs, liabilities or expenses suffered or sustained by the Board as a result of legal action arising from the deductions of local Association and Manitoba Teachers' Society fees made pursuant to this section; provided, however, that should the Association so require, the Association shall be permitted to take over and conduct such legal action and make such settlement thereof as it may see fit.

**ARTICLE 16: SECURITY OF TENURE**

**16.01** Section 92(5) of The Public Schools Act shall apply.

**16.02** Leaves of absence granted by the Board shall constitute continuity of tenure.

**ARTICLE 17: JURY DUTY**

A teacher who is subpoenaed for jury duty shall be entitled to his or her daily salary, less any payments made by the court, other than the payments representing costs of travel, accommodation and meals.

**ARTICLE 18: COMPLAINTS AGAINST TEACHERS**

It is agreed that should the Board receive any serious complaint regarding a teacher in its employ, the Board shall as early as possible communicate in writing said complaint to the teacher concerned and shall, before passing judgment, afford the teacher an opportunity to make a personal presentation of his or her case in refutation. In such a case, the teacher may use a representative to present his or her case.

**ARTICLE 19: SETTLEMENT OF DISPUTE**

Where a violation of this agreement is alleged by a party to or persons bound by the agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this agreement, either party shall, within forty (40) teaching days of the event giving rise to the alleged violation or difference, or within forty (40) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or



difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.

The time limits, as described above, may be waived by mutual agreement of the parties.

If a settlement is not reached within ten (10) teaching days from the date of notification, either party may request the matter be submitted to an arbitrator or an arbitration board as herein prescribed. Within ten (10) teaching days of the delivery of the written request to settle the difference by arbitration, each party shall nominate one (1) member, to sit on the arbitration board, and the two (2) members so selected shall, within a further period of ten (10) teaching days nominate a chairman, to serve in the capacity of the chairman of the arbitration board. In the event of the failure of the two (2) first mentioned members of the board to agree upon the selection of a chairman, the matter shall be referred by them to the Manitoba Labor Board who shall choose the chairman.

**ARTICLE 20: LAYOFF**

- I. Where it is determined by the Board that a layoff is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Board shall identify those teachers to be laid off according to the procedures set out below.
- II. For the purpose of identifying the teachers to be laid off, first consideration will be given to seniority provided that the teacher has the qualifications, training and experience for a specific teaching assignment.
- III. The Board shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 01 of each year. Teachers shall have until February 28 to protest, in writing, any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7 by both parties, in writing, to be correct.

IV. Definitions

**A. 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.

**B. Qualifications**

Refers to the classification in which the teacher is placed by the Professional Certification and Student Records Unit of Manitoba Education, Citizenship and Youth.



**C. Experience**

The practical application of the training over a period of time with respect to the particular subject or subjects.

**D. Seniority**

1. The length of continuous teaching experience with the Division beginning with the first day of teaching within the Division. (Effective November 9, 2010). For teachers who are under one or more temporary contracts (Limited Term Teacher - General) with the Division prior to being placed on a permanent contract, the length of teaching experience shall be continuous teaching experience with the Division from the date of hire under one or more successive regular or temporary contracts provided there is no break in actual teaching service between contracts.
2. Where the teachers have the same length of continuous teaching experience as defined in (D)(1), the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
4. Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total recognized teaching experience.
5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.
6. For the purpose of this article, an approved leave of absence of one (1) school year or less in duration shall not be deemed to interrupt the continuity of service and the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
7. For the purpose of this article, any approved leave of absence in excess of one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
8. A teacher who has been laid off shall lose recall rights for any of the following reasons:
  - i. A teacher resigns.
  - ii. The teacher becomes employed by another school board



as a regular full-time teacher on a Teacher-General Contract.

iii. The teacher is not reemployed within one (1) calendar year after September 30 following the date of layoff.

E. In the event of a layoff, the Board shall meet with the Executive of the Association to discuss the implications of the layoff and shall provide the Association with a list of teachers to be laid off.

F. Notice of layoff shall be given to the teacher by registered letter no later than the fifteenth day of May. The teacher, within twenty (20) teaching days of receiving notice of layoff, shall indicate, in writing by registered mail, his/her wish to be placed on the reemployment list. Notwithstanding anything else in this article, failure to respond within the time limit specified shall relieve the onus on the Division for that teacher's placement on the reemployment list and the teacher shall lose seniority.

Notice of layoff must clearly direct the teacher's attention to Paragraph F of Article 20 of this Agreement.

G. If after layoffs have occurred and for a period of one calendar year after the 30<sup>th</sup> day of September following the date of layoff, 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 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 qualifications and experience.

H. If a teacher is recalled as provided in (G) above, the following will not be affected:

- i. accumulated sick leave;
- ii. seniority gained prior to being laid off but seniority shall not be accrued for the period of time of the layoff.

**ARTICLE 21: WRITTEN WARNINGS AND SUSPENSIONS**

21.01 The Division or any agent thereof shall have the right to issue a written warning(s) to any teacher or suspend a teacher with or without pay.

Where the Division or person(s) acting on behalf of the Division issued a written warning(s) or suspension affecting any person covered by this

Collective Agreement and where the affected person is not satisfied that the written warning(s) or suspension is for a just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement.

**21.02** When such a difference is referred to a Board of Arbitration under Article 19, the Board of Arbitration shall have the power to:

- (1) uphold the written warning(s) or suspension;
- (2) rescind the written warning(s) or suspension;
- (3) vary or modify the written warning(s) or suspension;
- (4) order the Division to pay all or part of any loss of pay and/or benefits in respect of the written warning(s) or suspension;
- (5) do one or more of the things set out in subclause (1) or (2), (3), (4) above.

**21.03** This Article does not apply to teacher assessment and evaluation process done pursuant to Division policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.

#### **ARTICLE 22: INTEREST ON RETROACTIVE PAY**

Waived for this collective agreement, July 01, 2018 to June 30, 2022

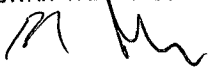
The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Employment Insurance and Income Tax due with respect to that pay. The interest is to be calculated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

The interest shall be computed at the lesser of 8.25% per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date.

If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be calculated at the rate paid by TD Canada Trust in Swan River on its premium rate savings account.

#### **ARTICLE 23: FREEDOM FROM VIOLENCE**

**23.01** The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.



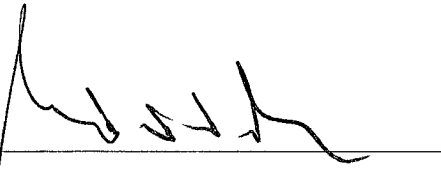


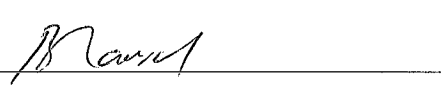
- 23.02 This section is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.
- 23.03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

**ARTICLE 24:**


Dated at Swan River, Manitoba this 26<sup>th</sup> day of April, 2021.


Signed and agreed to on behalf of The Swan Valley School Division.

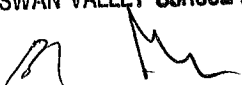
  
\_\_\_\_\_  
Gary Wowchuk, Chair

  
\_\_\_\_\_  
Brent Rausch, Secretary-Treasurer

Signed and agreed to on behalf of The Swan Valley Teachers' Association.

  
\_\_\_\_\_  
Nicole Bobick, President

  
\_\_\_\_\_  
Hayden Rooks, Collective Bargaining Chair  
Collective Bargaining/Salaries Chair



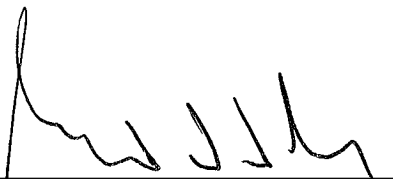
## LETTER OF UNDERSTANDING

### VOCATIONAL (TECHNOLOGY) TEACHERS

#### SALARY PLACEMENT


Effective the date of signing, the parties agree that the following Letter of Understanding is to be utilized for the life of the current Collective Agreement, July 1, 2010 to June 30, 2014, or until such time as a new Collective Agreement has been negotiated and signed, whichever is later. Unless otherwise renewed, this Letter of Understanding shall expire as at such time.

- 1) This letter of Understanding shall apply only to those teachers hired after date of signing of this Memorandum.
- 2) Vocational (Technology) teachers shall be classified in accordance with the classification recognized by Manitoba Education, Citizenship and Youth.
- 3) Vocational (Technology) teachers coming on staff after date of signing of this Letter, to teach in a vocational (technology) area which is recognized as such by Manitoba Education, Citizenship and Youth for grant purposes and for which they are qualified to teach, as determined by Manitoba Education, Citizenship and Youth, shall be paid one (1) increment for every three (3) years of related trades work experience gained subsequent to the acquisition of journeyman's papers, to a maximum of six (6) increments.

  
\_\_\_\_\_  
Swan Valley School Division

  
\_\_\_\_\_  
Swan Valley Teachers' Association

  
\_\_\_\_\_  
Swan Valley School Division

  
\_\_\_\_\_  
Swan Valley Teachers' Association

  
\_\_\_\_\_  
Collective Bargaining Chair

April 26 2021  
Date

April 29, 2021  
Date



THIS AUXILIARY AGREEMENT made as of the 26<sup>th</sup> day of April, 2021

BETWEEN:

**SWAN VALLEY SCHOOL DIVISION**  
(hereinafter referred to as the "Division")

- and -

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

**WHEREAS** pursuant to a certain collective agreement dated April 26 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, 2020/21, and 2021/22 school years which follow:

**YEAR 1: 2018-19**  
**Effective First Day Fall Term 2018**

1.6% increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	38,450	42,511	48,429	57,333	60,920	63,873	67,308
1	40,323	44,674	50,550	60,127	63,873	67,477	70,601
2	43,474	46,823	52,679	63,551	67,477	70,484	73,883
3	44,536	48,931	54,805	66,673	70,604	73,863	77,187
4	46,354	51,026	56,943	69,795	73,724	77,246	80,463
5	48,157	53,121	59,072	72,923	76,890	80,629	83,766
6	49,340	55,220	61,201	76,253	80,226	84,011	87,055
7	50,007	57,333	63,332	79,592	83,566	87,390	90,342
8		57,995	65,459	82,915	86,904	90,771	93,624
9			66,737	86,250	90,245	94,155	96,919
10				\$87,610	\$92,967	\$97,536	\$102,170

**YEAR 2: 2019-20**  
**Effective First Day Fall Term 2019**

1.4% increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	38,988	43,106	49,107	58,136	61,773	64,767	68,250
1	40,888	45,299	51,258	60,969	64,767	68,422	71,589
2	44,083	47,479	53,417	64,441	68,422	71,471	74,917
3	45,160	49,616	55,572	67,606	71,592	74,897	78,268
4	47,003	51,740	57,740	70,772	74,756	78,327	81,589
5	48,831	53,865	59,899	73,944	77,966	81,758	84,939
6	50,031	55,993	62,058	77,321	81,349	85,187	88,274
7	50,707	58,136	64,219	80,706	84,736	88,613	91,607
8		58,807	66,375	84,076	88,121	92,042	94,935
9			67,671	87,458	91,508	95,473	98,276
10				88,837	94,269	98,902	103,600

**YEAR 3: 2020-21**  
**Effective First Day Fall Term 2020**

0.5% increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	39,183	43,322	49,353	58,427	62,082	65,091	68,591
1	41,092	45,525	51,514	61,274	65,091	68,764	71,947
2	44,303	47,716	53,684	64,763	68,764	71,828	75,292
3	45,386	49,864	55,850	67,944	71,950	75,271	78,659
4	47,238	51,999	58,029	71,126	75,130	78,719	81,997
5	49,075	54,134	60,199	74,314	78,356	82,167	85,364
6	50,281	56,273	62,368	77,708	81,756	85,613	88,715
7	50,961	58,427	64,540	81,110	85,160	89,056	92,065
8		59,101	66,707	84,496	88,562	92,502	95,410
9			68,009	87,895	91,966	95,950	98,767
10				89,281	94,740	99,397	104,118

**YEAR 4: 2021-22**

**Effective First Day Fall Term 2021**

2021 COLA adjustment/calculation as defined in Article 3.03

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	TBA	TBA	TBA	TBA	TBA	TBA	TBA
1	TBA	TBA	TBA	TBA	TBA	TBA	TBA
2	TBA	TBA	TBA	TBA	TBA	TBA	TBA
3	TBA	TBA	TBA	TBA	TBA	TBA	TBA
4	TBA	TBA	TBA	TBA	TBA	TBA	TBA
5	TBA	TBA	TBA	TBA	TBA	TBA	TBA
6	TBA	TBA	TBA	TBA	TBA	TBA	TBA
7	TBA	TBA	TBA	TBA	TBA	TBA	TBA
8		TBA	TBA	TBA	TBA	TBA	TBA
9			TBA	TBA	TBA	TBA	TBA
10				TBA	TBA	TBA	TBA

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.

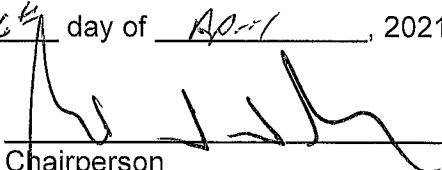
This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the

Parties dated April 26<sup>th</sup>, 2021.

**CONCURRING SIGNATORIES**


Dated at Swan River, Manitoba this 26<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of the Division:

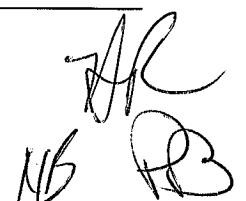
  
 \_\_\_\_\_  
 Chairperson

  
 \_\_\_\_\_  
 Secretary-Treasurer

Signed and agreed on behalf of the Association:

  
 \_\_\_\_\_  
 President

  
 \_\_\_\_\_  
 Secretary





THIS COLLATERAL AGREEMENT made this 26<sup>th</sup> day of April, 2021

BETWEEN:

**THE SWAN VALLEY SCHOOL DIVISION**  
(hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

**THE SWAN VALLEY 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 26 2014, 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

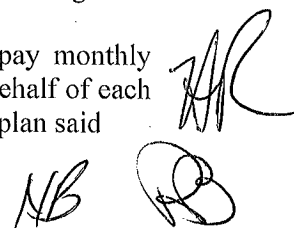
**WHEREAS** the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

**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 \$93.50 on behalf of each Employee in respect of the Dental plan and/or \$124.00 on behalf of each Employee in respect of the Extended Health plan, and \$16.25 in respect of the Vision plan, said \$93.50, \$124.00, and \$16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September, 2019 the Division shall pay monthly \$99.50 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each Employee in respect of the Extended Health plan, and \$16.25 in respect of the Vision plan said



\$99.50, \$126.00, and \$16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September, 2020 the Division shall pay monthly \$111.00 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, and \$16.25 in respect of the Vision plan said \$111.00, \$131.00, and \$16.25 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
  - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
  6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
  7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

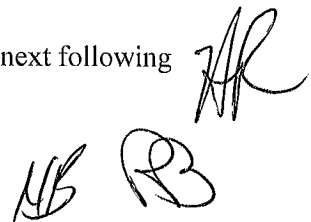
To the Division:

**SWAN VALLEY SCHOOL DIVISION**  
**Box 995, 1481-3rd St. N.**  
**Swan River MB R0L 1Z0**

To the Association:

**SWAN VALLEY TEACHERS' ASSOCIATION**  
**Box 457**  
**Swan River MB R0L 1Z0**

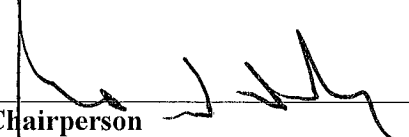
and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.



- 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 SWAN VALLEY SCHOOL DIVISION**

  
\_\_\_\_\_

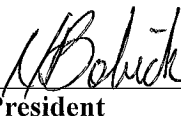
Chairperson

  
\_\_\_\_\_

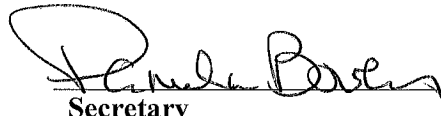
Secretary-Treasurer

**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 SWAN VALLEY TEACHERS' ASSOCIATION**

  
\_\_\_\_\_

President

  
\_\_\_\_\_

Secretary







**LETTER OF AGREEMENT – MTS SHORT TERM DISABILITY PLAN**

Between

The Swan Valley School Division

and

The Swan Valley Teachers' Association

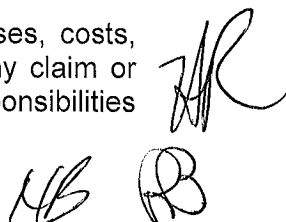
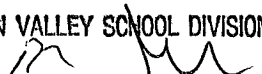
of the

Manitoba Teachers' Society

**Re: Implementation and Administration of the Manitoba Teachers' Society Short Term Disability Plan**

The Division agrees to administer the Manitoba Teachers' Society Short Term Disability Plan effective when the new payroll system is implemented, no later than Fall Term 2017, under the following terms and conditions.

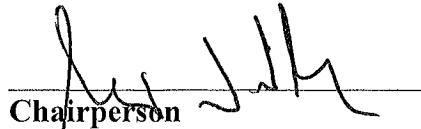
- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
  - i) deducting premiums from the teachers;
  - ii) enrolling newly hired teachers in the Plan;
  - iii) completing a premium statement to accompany premium remittances;
  - iv) distributing plan information to teachers from time to time;
  - v) completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent 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.

Dated at Swan River, Manitoba this 26<sup>th</sup> day of April, 2021

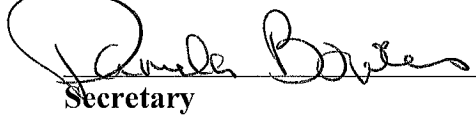
Signed on behalf of the Swan Valley School Division:

  
Chairperson

  
Secretary-Treasurer

Signed on behalf of the Swan Valley Teachers' Association:

  
President

  
Secretary

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

Between

Swan Valley School Division

and

Swan Valley Teachers' Association

of the

Manitoba Teachers' Society

**RE: Article 11.02 Group Life Insurance**

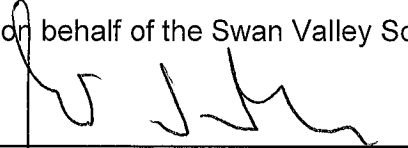
That the Division and Association agree to waive the provisions of, and amend the following Article 11.02, to the following language, from the Collective Agreement dated April 26 2021

**ARTICLE 11.02 – GROUP LIFE INSURANCE**

All employees coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan. ~~unless granted exclusion by the Trustees of the Manitoba Public School Employees' Group Life Insurance Plan.~~


Dated at Swan River, Manitoba this 26<sup>th</sup> day of April, 2021

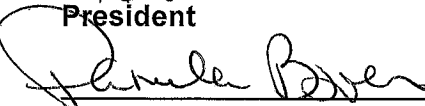
Signed on behalf of the Swan Valley School Division:

  
\_\_\_\_\_  
**Chairperson**

  
\_\_\_\_\_  
**Secretary – Treasurer**

Signed on behalf of the Swan Valley Teachers' Association:

  
\_\_\_\_\_  
**President**

  
\_\_\_\_\_  
**Secretary**



