

2018 - 2022

COLLECTIVE AGREEMENT

BETWEEN

THE FORT LA BOSSE SCHOOL DIVISION

AND

THE FORT LA BOSSE DIVISION ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

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2018 - 2022

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THE FORT LA BOSSE SCHOOL DIVISION

AND

THE FORT LA BOSSE DIVISION ASSOCIATION
OF

THE MANITOBA TEACHERS' SOCIETY

This Agreement is by and between the Fort la Bosse School Division (hereinafter called "the Division") and the Fort la Bosse Division Association of The Manitoba Teachers' Society (hereinafter referred to as "the Association").

ARTICLE 1: PURPOSE

It is the intent and purpose of the parties of this Agreement to promote and improve the working relations between the trustees and the teachers, to establish a Salary Schedule as provided for in Section 2 of the Individual Statutory Contract, and to establish other conditions of work resulting from the operation of the said schedule.

ARTICLE 2: EFFECTIVE PERIOD

2.01 This Agreement shall come into force and take effect on the first day of July 2018, and shall remain in force until June 30, 2022. This Agreement shall automatically renew itself from year to year unless either party to this Agreement gives to the other party, by registered mail, an indication of a desire to terminate or amend this Agreement on or after April first and not later than April thirtieth in any year.

2.02 *Scope Clause*

Teachers holding a valid teaching certificate and under contract with the Division come under the scope of this Agreement.

ARTICLE 3: SALARIES**3.01 Salary schedules**

**Effective first day of
Fall Term 2018** **\$1,488
Benefits
Premium**

YEARS EXPERIENCE	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS
	1	2	3	4	5	6
0	38,625	42,683	47,479	56,729	60,552	64,202
1	40,475	44,653	49,936	59,867	63,888	67,603
2	42,014	46,621	52,401	63,082	67,219	70,987
3	43,701	48,589	54,858	66,307	70,548	74,383
4	45,384	50,562	57,320	69,535	73,878	77,764
5	47,076	52,530	59,780	72,788	77,215	81,172
6	48,758	54,498	62,239	76,006	80,536	84,553
7	50,462	56,466	64,699	79,259	83,872	87,951
8		58,436	67,159	82,487	87,216	91,355
9				85,633	90,535	94,739
10				87,866	93,092	98,151

**Effective first day
of Fall Term 2019** **\$1,512
Benefits
Premium**

YEARS EXPERIENCE	CLASS	CLASS	CLASS	CLASS	CLASS	CLASS
	1	2	3	4	5	6
0	39,166	43,281	48,143	57,524	61,399	65,101
1	41,042	45,278	50,636	60,705	64,783	68,549
2	42,602	47,274	53,135	63,966	68,160	71,981
3	44,313	49,269	55,626	67,236	71,536	75,425
4	46,019	51,270	58,122	70,509	74,913	78,852
5	47,735	53,266	60,617	73,807	78,296	82,309
6	49,440	55,261	63,110	77,070	81,664	85,736
7	51,168	57,257	65,605	80,369	85,046	89,182
8		59,254	68,099	83,642	88,438	92,634
9				86,831	91,802	96,065
10				89,096	94,395	99,525

Effective first day of Fall Term 2020	\$1,572 Benefits Premium					
	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
YEARS EXPERIENCE						
0	39,362	43,497	48,384	57,811	61,706	65,426
1	41,247	45,505	50,889	61,008	65,106	68,892
2	42,815	47,510	53,401	64,285	68,500	72,341
3	44,535	49,516	55,904	67,572	71,893	75,802
4	46,249	51,526	58,413	70,861	75,287	79,247
5	47,974	53,532	60,920	74,176	78,687	82,720
6	49,688	55,538	63,426	77,455	82,072	86,165
7	51,424	57,543	65,933	80,771	85,471	89,628
8		59,551	68,439	84,060	88,880	93,097
9				87,266	92,261	96,546
10				89,541	94,867	100,022

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

(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 first day of the Fall Term 2021)

3.02 *Annual Increments*

Following placement on the Salary Schedule in accordance with Articles 3.04, 7(a) and 11, the dates for increments will be as follows:

- (a) Full-time teachers entering the service of the Fort la Bosse 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 Fort la Bosse 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 Fort la Bosse School Division equals the equivalent of one full-time year of service as verified by the Administration and Teachers' Certification Branch.

A teacher shall proceed from his/her initial salary by increments until the maximum salary is reached in that class. Each increment will take effect on either the first day of the Fall Term,

January 1st, or April 1st, whichever date first follows the completion by the teacher of each additional year of experience (and for part-time teachers the completion of the equivalent of one full-time year of experience) as recognized by the Administration and Teachers' Certification Branch of Manitoba Education. It is agreed that no teacher shall receive more than one increment in any single school year.

3.03 *Change in Classification*

The onus is on the teacher to give notice to the Division after earning credits which result in a change of classification. When increased qualifications are obtained which qualify a teacher for an advance in classification on the Salary Schedule, the resulting increase in salary shall become effective on the first day of the Fall Term of the year in which such improved qualifications have been obtained, providing proof of improved qualifications from Manitoba Education is submitted to the Division by November 1st of that year. When proof of improved qualifications is submitted to the Division after November 1st, the change in classification shall be effective in the month in which confirmation is provided from Manitoba Education. The method of moving on the Salary Schedule shall be that the teacher will be placed at the same step of the schedule on which he/she had been placed in the previous classification.

3.04 *Allowance for Past Experience*

- (a) All teachers employed by the Division shall be paid a salary in accordance with the schedule outlined in Article 3.01. Each teacher shall be given full placement on the schedule for past experience as recognized by the Department of Education, Province of Manitoba.
- (b) Teachers who have had one or more years experience on Permit granted by the Manitoba Department of Education or teachers who have had one or more years experience while on Letter of Authority granted by the Manitoba Department of Education or one or more years experience while teaching in a private school inspected by the Department of Education shall be allowed one year experience on the Salary Schedule (only one applies).
- (c) Industrial Arts teachers commencing on staff shall be allowed one increment for every two years of related experience gained while holding a Journeyman Certificate. Experience gained while holding a Trade Certificate may be considered by the Division.
- (d) Vocational Industrial teachers commencing on staff shall be allowed one increment for each of the first three (3) years of related experience, and one increment for each two (2) years of related experience thereafter to a maximum of six (6) increments. For purposes of this calculation, related experience shall be defined as experience gained while in possession of a Journeyman Certificate.

3.05 *Part-Time Teachers*

Part-time teachers who are required to perform job-related duties which are scheduled during the regular school day and which are in addition to the time normally scheduled, shall be compensated on a pro-rata basis for the additional time, provided that prior approval for the additional work time has been granted by the Superintendent of Schools.

ARTICLE 4: ADMINISTRATIVE ALLOWANCES

4.01 *Administrative Allowances*

- (a) The allowance for principals will be calculated using the following formula: Effective the first day of the Fall Term of 2018, \$2,032 + \$610 per FTE staff; Effective the first day of the Fall Term of 2019, \$2,060 + \$619 per FTE staff; Effective the first day of the Fall Term of 2020, \$2,070 + \$622 per FTE staff; Effective the first day of the Fall Term of 2021, COLA (as defined in 3.01) will be applied to the formula.
- (b) The allowance will be calculated based on the FTE staff as at the preceding September 30th and will be adjusted October 1st for the current year. Any retroactive adjustment will be applied to October pay. FTE staff will include: Administrators, Teachers, Educational Assistants, Administrative Assistants and School Librarians.
- (c) The Division reserves the right to appoint Vice-Principals. The Vice-Principal so appointed shall receive an allowance based upon applying the percentage of their Vice-Principal assignment to the Principal allowance of that school.

4.02 *Administrative Allowance for Schools Without Vice-Principals*

Where a teacher is appointed by the Superintendent to act as an acting principal in the absence of the Principal, or when the Principal and Vice-Principal are both absent at the same time and a teacher is appointed, an allowance shall be paid to that teacher at the rate of 1/N of the administrator's allowance to a maximum of \$80.00 per day, with N referring to the number of school days in the current school year, effective the first day of the Fall Term of 2018.

ARTICLE 5: SUBSTITUTE TEACHERS

- (a) Certified substitute teachers shall be paid at a rate of \$153.40 per day for any number of days up to five consecutive days of teaching for any one teacher effective the Fall Term 2018; at a rate of \$158.83 per day for any number of days up to five consecutive days of teaching for any one teacher effective the date of signing of this Agreement; for the **2021/2022 School** year the rate will be effective on the date the parties confirm the amount of the adjustment (in January 2022 or as soon as possible thereafter). Non-certified substitute teachers shall be paid at a rate of \$114.94 per day effective the Fall Term 2018; at a rate of \$119.00 per day effective the date of signing of this Agreement; for the **2021/2022 School** year the rate will be effective on the date the parties confirm the amount of the adjustment (in January 2022 or as soon as possible thereafter).
- b) Upon the commencement of the sixth (6th) day of extended substitute teaching in the same assignment for consecutive days, a substitute teacher shall be paid for each day taught at the per diem rate to be calculated as 1/x of the salary to which a full time or part time teacher at the same qualifications and experience would be entitled to under the basic salary schedule as outlined in Article 3.01 of the Current Collective Agreement, where x = the number of days in the current school year. This rate of pay shall be retroactive to the first day of the extended teaching assignment and shall continue in effect until the end of that instance of extended teaching

assignment. Sick leave days, in-service days and/or administration days shall not constitute a break in the extended substitute teaching.

- (c) A substitute teacher who has been employed for at least nine (9) consecutive days of 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 teaching assignment to another.
- (d) 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 as the teacher who is being replaced.
- (e) 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.
- (f) 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 teacher's original assignment and when such an alternative assignment is not available shall be paid one half (1/2) day's pay at the applicable rate in lieu.
- (g) A substitute teacher who has been employed for at least twenty (20) days extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher – General Contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.
- (h) Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers via electronic funds transfer on the last Friday of each month, except March, June and December, when the payment will be made on the last teaching day of the month. The cut-off day for payroll in any given month is the fifteenth (15th) of that month.
- (i) The following clauses of the collective agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 3.01	Salaries – as it relates to conversion to per diem in accordance with Article 4 (b)
Article 22	Settlement of Differences The only matters which may be grieved under Article 22 (Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.
Article 24	Duty Free Lunch
Article 26	Freedom from Violence

ARTICLE 6: MULTI-GRADE/VIDEO CONFERENCE CLASSROOMS

Teachers teaching in multi-grade/video conference classrooms shall be paid an additional \$406.40 per annum for each grade or classroom over one to an annual maximum of \$1,219.20 effective the Fall Term 2018; an additional \$412.09 per annum for each grade or classroom over one to an annual maximum of \$1,236.27 effective the Fall Term 2019; an additional \$414.15 per annum for each grade or classroom over one to an annual maximum of \$1,245.45 effective the Fall Term 2020; effective the first day of the Fall Term of 2021, COLA (as defined in 3.01) will be applied to the formula.

The article shall not apply to special education teachers, itinerant music teachers or to situations where the same material is being taught to a single group of students at different grade levels.

ARTICLE 7: INTEREST ON RETROACTIVE PAY

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

- (a) 8.25%, and
- (b) the Division's average borrowing rate during the twelve months preceding the calculation date or, in the absence of any such borrowing, the average rate paid by the Virden branches of Canada's Chartered Banks on their premium rate savings accounts during that same twelve month period.

Both parties have agreed that for the effective period of this agreement, interest on retroactive pay will be waived.

ARTICLE 8 - METHOD OF PAYMENT

8.01 *Frequency of Payment*

The annual salary of the teacher shall be paid in ten instalments. Payment by direct bank deposit via electronic funds transfer will be made on the last Friday of each month, except March, June and December, when the payment will be made on the last teaching day of the month.

8.02 *Summer Savings Plan*

The Division administers a summer savings plan whereby individual teachers may choose to defer net salary and have such deferred salary paid over the summer. Details of this plan are included in Appendix A, attached to the collective agreement.

ARTICLE 9: EDUCATIONAL QUALIFICATIONS

- 9.01 Teachers coming on staff shall be classified according to the classification granted them by Manitoba Education, Administration and Teachers' Certification Branch, and as set forth in Manitoba Regulation 515/88.
- 9.02 The salary of a teacher, whose qualifications and experience do not permit him to be paid according to the classifications on this schedule, shall be paid by the Division, subject to negotiations and agreement with the Division Association.

ARTICLE 10: SABBATICAL LEAVE

The Division recognizes the principle of sabbatical leave and shall consider applications for sabbatical leave on the basis of merit of each application.

ARTICLE 11: BEREAVEMENT/SERIOUS ILLNESS LEAVE

Bereavement/serious illness leave shall be granted with pay according to the following terms:

- (a) Five (5) working days off with pay shall be granted in the event of death or serious illness as diagnosed by a medical doctor, of a member of the employee's immediate family and/or the employee's spouse's immediate family. Immediate family for both the employee and his or her spouse shall mean spouse, common-law spouse, child, grandchild, parent, brother or sister, including step and foster relationships.
- (b) Three (3) working days off with pay shall be granted in the event of the death or serious illness as diagnosed by a medical doctor of an employee's son-in-law or daughter-in-law.
- (c) One (1) working day off with pay shall be granted in the event of the death of an employee's or the employee's spouse's or common-law spouse's grandparent, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, including step and foster relationships. One (1) additional working day off with pay shall be granted in situations where travel time is required to attend the funeral.
- (d) One (1) working day off with pay shall be granted to any employee acting as an active pallbearer or eulogist at a funeral.

The Division may grant additional leave for the above or other related causes deemed necessary. It is the responsibility of all employees to obtain permission from the School Principal or his or her designate prior to taking such leave.

ARTICLE 12: PERSONAL LEAVE OF ABSENCE

Each teacher shall be entitled to two (2) days leave of absence per year for personal reasons at no cost to the teacher with the approval of the school principal or designate; personal leave of absence for principals shall be approved by the Superintendent. One of these personal days may be carried over to the following year.

ARTICLE 13: SICK LEAVE

- (a) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- (b) Teachers in the employ of the Division shall commence each school year with twenty (20) sick leave days plus all previously unused sick leave subject to a maximum accumulation of one hundred and twenty-eight (130) sick leave days.
- (c) Any teacher hired other than at the beginning of the school year shall be entitled to a fraction of the twenty (20) day sick leave equal to the fraction of the remaining year. On September first of the following year this teacher shall be entitled to twenty (20) sick leave days plus the number of days which he/she was entitled to in the previous year minus those which he/she has used.
- (d) Sick leave shall not continue to accrue while on any leave of absence without pay.
- (e) The Division may require that the sickness be certified by a physician, who may be appointed by the Division for the purpose.
- (f) The Division agrees to pay to the Local M.T.S. Association 5/12th of any rebates received under the Unemployment Insurance Premium Reduction plan in the year in which the Division receives the rebate.
- (g) This article shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1971.
- (h) Notwithstanding subsection (a) above, a teacher shall be entitled to five (5) days of leave per school year charged against his/her sick leave accrual to attend to the illness or injury or medical appointment of his/her spouse, dependent children, or parents. If the above teacher's spouse is also a teacher with Fort La Bosse School Division, they cannot access this article concurrently.

ARTICLE 14: MATERNITY, ADOPTIVE, and PARENTAL LEAVE

- a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental and adoptive leave in accordance with this article.
- b) Every teacher shall be entitled to unpaid parental and adoptive leave.
- c) Except as otherwise provided therein 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:
 - (i) 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;
 - (ii) 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;
 - (iii) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

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

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

Unless the teacher takes a shorter period of maternity leave 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 15: LEAVE OF ABSENCE FOR M.T.S. DUTIES**A. *M.T.S. Duties***

A teacher being a member of The Manitoba Teachers' Society Executive or of any branch thereof, or any special committee of the Society or any branch thereof, and being authorized by the Executive committee of the Society to attend a meeting of the Society in a matter of the Society business requiring absence from school, shall have the right to attend such meeting or to act as a representative or delegate and shall be excused from school duties for either purposes or both purposes on not more than a total of five (5) teaching days in any school year. Additional days may be granted at the discretion of the Division.

B. *Association President's Duties*

1. A teacher who is President of the Association shall be granted release time from regular teaching duties to attend to the duties of the Association.
2. This release time shall be an amount of time up to but not more than twenty-five (25) days in any one academic year. Additional days may be granted at the discretion of the Division.
3. The amount and scheduling of this time shall be mutually agreed to by the Division and administration, and the Executive of the Association.
4. The Association shall reimburse the Division for costs incurred as a result of this release time.
5. The teacher taking this release time shall suffer no loss of benefits as a result.
6. The Association shall give the Division the maximum practicable length of notice prior to the President's taking that release time, failing which the Division may be justified in denying the leave.

C. *General*

All leaves of absence under (A) or (B) above are conditional upon the availability of an acceptable substitute, except in cases of genuine emergency. The cost of the substitute teacher shall be borne by the Association.

ARTICLE 16: LEAVE FOR JURY OR WITNESS DUTY

Any teacher required to be absent from duties due to attendance at a court of law for purposes of acting as either a juror or when subpoenaed as, a witness, shall do so without loss of pay. Any moneys received by the teacher as a result of aforementioned duties shall be paid directly to the Division upon receipt. Any teacher required to be absent for these purposes shall submit details at the earliest possible date.

ARTICLE 17: 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:
 - 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 claims for benefits;
 - vii) reporting to the Plan salary changes for teachers in receipt of benefits.
- e) Save and except for the deduction and remittance of premiums, and the express responsibilities set out in d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

ARTICLE 18: SHORT-TERM DISABILITY BENEFITS PLAN

The Division agrees to administer the Manitoba Teachers' Society Short Term Disability Plan under the following terms and conditions:

- a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired 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 Association will continue to receive 5/12 of the EI Premium Reduction as a result of the Sick Leave Plan and the Short-Term Disability Plan.

ARTICLE 19: GROUP LIFE INSURANCE

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

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

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

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

D) Save and except for the express responsibilities set out in (D) of this Article, the Association acknowledges and agrees that the Board has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.

ARTICLE 20: M.T.S. FEE DEDUCTIONS

20.01 *Provincial Fees*

- (a) The Manitoba Teachers' Society membership fees shall be deducted from the salary of every teacher.
- (b) These deductions shall be made in ten (10) equal monthly instalments starting with the September cheque, according to the scale of fees established by The Manitoba Teachers' Society. Each monthly instalment will be forwarded to The Manitoba Teachers' Society normally not later than the last day of the following calendar month.

20.02 *Local Association Fees*

- (a) The annual fee of the Association shall be deducted from the salary of every teacher employed by the Division. The fee shall be deducted from all teachers at the end of their first month of employment. The fee shall be pro-rated for any teacher who begins employment after the start of the school year. The President of the Association shall inform the Division by letter of the amount to be deducted prior to the first day of September for each year's fees.
- (b) The Secretary-Treasurer shall send a cheque for the total amount of fees deducted to the Association no later than the last day of the following month.

ARTICLE 21: TRANSFER WITHIN A DIVISION

- (a) Teachers required by the Division to transfer to a different community within the Division shall receive reasonable notice of such transfer, and shall be entitled to receive from the Division reimbursement for their necessary, reasonable and actual moving expenses. The final

arrangements for the moving and the costs of same shall be subject to Division approval prior to the move.

- (b) In the case of a Board initiated transfer, the teacher shall have up to 2 days on site at their new school in which to prepare for their new assignment, the dates subject to approval of the Superintendent. Substitute costs, if any, are to be paid by the Division.

ARTICLE 22: SETTLEMENT OF DIFFERENCES

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-five (45) teaching days of the event given rise to the alleged violation or difference, or within forty-five (45) teaching days from the date on which the grievor became aware of the event given rise to the alleged violation or difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.

Any difference between the parties to, or persons bound by this Agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation which is not settled to the satisfaction of the parties within ten (10) teaching days from the date when the Association takes up the matter with the Division or the Division notifies the Association in writing of a 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 to 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 chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairman within the required seven (7) days, either party may request the Manitoba Labour Board to make the appointment.

Nothing herein shall prohibit the parties from agreeing to a single arbitrator, and should the parties so agree, the provisions of this article shall apply, mutatis mutandis, to the single arbitrator.

ARTICLE 23: DISCIPLINE CLAUSE

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

1. Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 22 in Settlement of Differences.
2. When such a difference is referred to a Board of Arbitration under Article 23, the Board of Arbitration shall have the power to:

- (a) uphold the discipline;
 - (b) rescind the discipline;
 - (c) vary or modify the discipline;
 - (d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - (e) do one or more of the things set out in sub-clause (a), (b), (c) and (d) above.
3. This article does not apply to teacher assessment and evaluation process done pursuant to Division policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
 4. The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 24: DUTY FREE LUNCH

- (a) Every teacher, except in the case of emergency or unforeseen circumstances, shall be entitled to an uninterrupted meal period between 11:30 a.m. and 1:30 p.m. each school day. This meal period shall equal 55 minutes or the time of the noon hour break of the school in which the teacher teaches, if it is greater or less than 55 minutes.
- (b) A designated professional staff member will be available on school premises to deal with discipline, parental inquiries and other issues under the jurisdiction of the teachers.

ARTICLE 25: EXTENDED HEALTH BENEFIT PLAN

- (1) The Division will participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan, (EHB Plan) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (*collateral agreement*).
- (2) All Employees covered by this Collective Agreement that are eligible under the terms of the EHB Plan shall be required to participate in the EHB Plan unless entitled to elect out of the EHB Plan as may be permitted under the terms thereof.
- (3) The cost of the EHB Plan will be paid by the Division in accordance with the terms and conditions of the EHB Plan Agreement.
- (4) The Division agrees that the Division's monthly contribution to the EHB Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the EHB Plan. Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the EHB Plan in which case the Division agrees to make monthly payments to the Employee as follows:

- a) 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 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
- b) 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 Extended Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 26: FREEDOM FROM VIOLENCE

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

This section is subject to the Public Schools Act, the Workplace Safety and Health Act and any other relevant legislation and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.

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

ARTICLE 27: EXTRA-CURRICULAR ACTIVITIES

- (a) Extra-curricular activities shall be voluntary.
- (b) "Extra-curricular activities" means student-related athletic, social, recreational and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.
- (c) The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience.
- (d) An eligible extra-curricular activity is an activity which has received prior approval from the school principal.
- (e) A teacher will be entitled to a paid leave of absence of up to two days provided that he/she:
 - (i) performs 25 hours of eligible extra-curricular duties for each half-day of paid leave of absence during a school year, and
 - (ii) the date for such leave shall be agreed upon between the principal and the teacher and,

- (iii) the teacher may elect to carry forward his or her entitlement to the following school year, with two days of paid leave of absence being the maximum number of days allowed to accumulate.
- (f) A teacher who contributes less than 25 hours of extra-curricular duties within a particular school year shall be allowed the option of carrying these hours into the second year until such time as 25 hours are obtained, thus becoming eligible for one half day of paid leave of absence in the second year. In such cases the entitlement must be used within 12 months of the days the 25 hours were completed.
- (g) Teachers authorized to engage in approved extra-curricular activities shall be reimbursed for their proven reasonable and actual out-of-pocket expenses.

ARTICLE 28: LAY-OFF

1. When it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those tenured teachers having the least seniority identified in sufficient numbers to enable the Division to lay-off the required number of teachers after taking into account the special subject, program and administrative needs of the Division. The Association and the teacher shall be permitted a period of ten (10) teaching days after May 1 of that year to protest in writing to the Division any alleged omission or incorrect listing, but such protest shall be confined to errors in or changes occurring since the last seniority list.
2. Notwithstanding the foregoing, the Division 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 or academic qualifications or experience for a specific teaching assignment.
3. Seniority for the purposes of this Agreement is defined to mean the length of continuous teaching experience from the date of last hire by the Division beginning with the first day of teaching thereafter within the Division.
4. 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.
5. Where teachers have the same seniority as defined in (3) and (4), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
6. Where teachers have the same seniority as defined in (3), (4), and (5), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
7. If the length of teaching experience as defined in (3), (4), (5) and (6), is equal, the teacher to be declared surplus shall be determined by the Division.
8. A teacher will retain and accrue seniority if absent from work because of:

- (a) illness or accident up to the maximum days accumulated under the provisions of the Collective Agreement;
- (b) a leave of absence up to thirty (30) calendar days, other than following sick leave per 8(a);
- (c) sabbatical leave;
- (d) maternity leave under the provisions of the Employment Standards Code (C.C.S.M. E110).

9. A teacher shall retain but not accrue seniority if the teacher is:

- (a) on leave of absence in excess of thirty (30) calendar days;
- (b) laid off for a period of time less than that set out in Article 10. (d) hereof;
- (c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the Collective Agreement;
- (d) absent because the Division has granted more maternity leave than required by the Employment Standards Code (C.C.S.M. E110).

10. A laid off teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:

- (a) the teacher resigns;
- (b) the teacher is employed by 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;
- (c) the teacher fails to return to work after the termination of any leave granted by the Division;
- (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
- (e) the teacher's contract is terminated for cause;
- (f) any teacher on the re-employment list who refuses to accept a position for which the Division has determined that the teacher has the necessary training, academic qualifications, or experience to perform the work in the positions offered shall forfeit all right of seniority and re-employment subject to the exception contained in (b) hereof. In circumstances as outlined in 10. (b), refusal to accept employment shall forfeit all claims to the position offered.

11. 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) Academic Qualifications: Refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of the Department of Education.

(c) Experience: The practical application of the training over a period of time with respect to the particular subject or subjects.

- 12.** In the event of a lay-off, the Division 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 that may be laid off and with a copy of the seniority list. The principal of each school that might be affected by possible lay-off would be notified.
- 13.** Notice of lay-off and a copy of this policy shall be given to the teacher no later than the first day of May of the school year. The teacher, within ten (10) teaching days of receiving notice of a possible lay-off, shall indicate, in writing, his/her wish to be considered for re-employment, if said teacher is laid off.
- 14.** If after lay-offs have occurred and for a period 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 provided such teachers have the necessary training or academic qualifications or experience for the positions available. Seniority with the Division will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training or academic qualifications or experience.
- 15.** 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 within (6) teaching days of registration of same his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than fourteen (14) teaching days following such notification unless by mutual agreement.
- 16.** A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in Article 14 above.
- 17.** If the Division terminates the contract of a teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide him/her with a letter to this effect.
- 18.** Notwithstanding any provision of this policy the foregoing lay-off provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one (1) year, or to teachers employed for a specific term where during that term the teacher is employed on the express written understanding that such teacher will not after the completion of such term be employed by the Division.

ARTICLE 29: PER DIEM (FORMERLY 1/200TH LANGUAGE)

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

(a) Payment at Per Diem Rate

$\frac{\text{No of days for which payment is due}}{\text{No. of school days in the school year}} \times \text{Teacher's current annual salary}$
As defined by the Minister of Education

(b) Deduction at Per Diem Rate

$\frac{\text{No. of days leave without pay}}{\text{No. of school days in the school year}} \times \text{Teacher's current annual salary}$
As defined by the Minister of Education

ARTICLE 30: PREPARATION TIME

Within a six (6) day cycle the Division shall provide a minimum of one hundred and eighty (180) minutes of preparation time within the school timetable for a full time teacher. Part-time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.

ARTICLE 31: PD DURING SUMMER TIME

Teacher attendance at division directed Professional Development sessions during July and August shall be voluntary. Teachers who attend division directed PD during July and August shall receive during the following school year compensatory time equal to the number of days during July and August that they attended PD. The method and timing of such compensatory time shall be mutually agreed to by the principal and the teacher. The details of such arrangement shall be subject to the prior approval of the Superintendent of Schools.

ARTICLE 32

Dated at VIRDEN Manitoba, this 12 day of May A.D. 2021.

Signed and agreed on behalf of the
Fort La Bosse School Division

Gerry Draper
Chairperson of the Board
Heid
Secretary-Treasurer

Signed and agreed on behalf of the
Fort La Bosse Division Association
of the Manitoba Teachers' Society

Ed Pattison
President
Therese Heaman
Secretary

APPENDIX "A"**Summer Savings Plan**

- (A) Effective September, 2000 the Division will establish a Summer Savings Plan for teachers. The purpose of the Plan is to defer net pay. Rules regarding eligibility, enrolment in the Plan, access to deferred net pay and methods of payment are as set out below.
- i) Eligible employees are teachers on a Form 2 contract and teachers on a Form 2A contract whose term of employment will extend to or beyond June 30th in any year.
 - ii) Current employees, and employees commencing employment at the beginning of a school year, may opt into the Plan only once per year at the beginning of the school year, but not later than September 15th.
 - iii) Employees on a Form 2A contract may opt into the Plan only once per school year regardless of the number of Form 2A contracts they may be signed to in a school year.
 - iv) New employees hired at other than the beginning of a school year may opt into the Plan only once per year at commencement of their employment with the Division but not before October 1st in a school year.
 - v) Employees must submit a signed request to opt into the Plan on the approved Division form. No other form of notice to opt into the Plan will be accepted.
 - vi) Deductions from net pay in any month shall not exceed 1.1% of the estimated annual gross pay of an employee for the current school year.
 - vii) No withdrawals from the Plan of deferred net pay may be made prior to the final regular pay date in June in a school year.
 - viii) Employees terminating employment with the Division prior to June 30th in a school year will have the entire amount of their deferred net pay paid out in one payment on or before their termination date.
 - ix) Employees must withdraw all net pay deferred in one school year before the commencement of the next immediate school year.
 - x) An employee may choose to have their deferred net pay paid -to them in either one, two or three payments as follows:
 - a) One lump sum at the end of June;
 - b) Equal payments at the end of June and July;
 - c) Equal payments at the end of July and August;
 - d) Equal payments at the end of June, July and August.

Payment will be made by negotiable cheque in all cases.

APPENDIX "A**Summer Savings Plan (continued)**

- (B)** The Division will deposit deferred net pay in a separate Division bank account. Earned interest in this account as of June 30th in each year will be paid to the Local Association.
- (C)** The Division will ensure that accounting records adequately provide for identification of each employee's deferred net pay accrual.
- (D)** The Division will provide a written statement to each employee of their deferred net pay balance once per year in June.

THIS AUXILIARY AGREEMENT made as of the 12 day of MAY, 2021

BETWEEN:

FORT LA BOSSE SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

FORT LA BOSSE TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY,
(hereinafter referred to as the "Association")

WHEREAS pursuant to a certain collective agreement dated MAY 12/2021, the Division has agreed to participate in a number of insurance programs, including:

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

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

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

STEP	EFFECTIVE SEPTEMBER 2018 (1.6%)					
0	\$ 38,625	\$ 42,683	\$ 47,479	\$ 56,729	\$ 60,552	\$ 64,202
1	\$ 40,475	\$ 44,653	\$ 49,936	\$ 59,867	\$ 63,888	\$ 67,603
2	\$ 42,014	\$ 46,621	\$ 52,401	\$ 63,082	\$ 67,219	\$ 70,987
3	\$ 43,701	\$ 48,589	\$ 54,858	\$ 66,307	\$ 70,548	\$ 74,383
4	\$ 45,384	\$ 50,562	\$ 57,320	\$ 69,535	\$ 73,878	\$ 77,764
5	\$ 47,076	\$ 52,530	\$ 59,780	\$ 72,788	\$ 77,215	\$ 81,172
6	\$ 48,758	\$ 54,498	\$ 62,239	\$ 76,006	\$ 80,536	\$ 84,553
7	\$ 50,462	\$ 56,466	\$ 64,699	\$ 79,259	\$ 83,872	\$ 87,951
8		\$ 58,436	\$ 67,159	\$ 82,487	\$ 87,216	\$ 91,355
9				\$ 85,633	\$ 90,535	\$ 94,739
10				\$ 87,866	\$ 93,092	\$ 98,151

STEP	EFFECTIVE SEPTEMBER 2019 (1.4%)					
0	\$ 39,166	\$ 43,281	\$ 48,143	\$ 57,524	\$ 61,399	\$ 65,101
1	\$ 41,042	\$ 45,278	\$ 50,636	\$ 60,705	\$ 64,783	\$ 68,549
2	\$ 42,602	\$ 47,274	\$ 53,135	\$ 63,966	\$ 68,160	\$ 71,981
3	\$ 44,313	\$ 49,269	\$ 55,626	\$ 67,236	\$ 71,536	\$ 75,425
4	\$ 46,019	\$ 51,270	\$ 58,122	\$ 70,509	\$ 74,913	\$ 78,852
5	\$ 47,735	\$ 53,266	\$ 60,617	\$ 73,807	\$ 78,296	\$ 82,309
6	\$ 49,440	\$ 55,261	\$ 63,110	\$ 77,070	\$ 81,664	\$ 85,736
7	\$ 51,168	\$ 57,257	\$ 65,605	\$ 80,369	\$ 85,046	\$ 89,182
8		\$ 59,254	\$ 68,099	\$ 83,642	\$ 88,438	\$ 92,634
9				\$ 86,831	\$ 91,802	\$ 96,065
10				\$ 89,096	\$ 94,395	\$ 99,525

STEP	EFFECTIVE SEPTEMBER 2020 (0.5%)					
0	\$ 39,362	\$ 43,497	\$ 48,384	\$ 57,811	\$ 61,706	\$ 65,426
1	\$ 41,247	\$ 45,505	\$ 50,889	\$ 61,008	\$ 65,106	\$ 68,892
2	\$ 42,815	\$ 47,510	\$ 53,401	\$ 64,285	\$ 68,500	\$ 72,341
3	\$ 44,535	\$ 49,516	\$ 55,904	\$ 67,572	\$ 71,893	\$ 75,802
4	\$ 46,249	\$ 51,526	\$ 58,413	\$ 70,861	\$ 75,287	\$ 79,247
5	\$ 47,974	\$ 53,532	\$ 60,920	\$ 74,176	\$ 78,687	\$ 82,720
6	\$ 49,688	\$ 55,538	\$ 63,426	\$ 77,455	\$ 82,072	\$ 86,165
7	\$ 51,424	\$ 57,543	\$ 65,933	\$ 80,771	\$ 85,471	\$ 89,628
8		\$ 59,551	\$ 68,439	\$ 84,060	\$ 88,880	\$ 93,097
9				\$ 87,266	\$ 92,261	\$ 96,546
10				\$ 89,541	\$ 94,867	\$ 100,022

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

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

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated MAY 12, 2021

CONCURRING SIGNATORIES

Dated at VIRDEN, Manitoba this 12 day of May, 2021.

Signed and agreed on behalf of the Division:

Gary Harper
Chairperson

Heidi
Secretary - Treasurer

Signed and agreed on behalf of the Association:

Sam Elliott
President

Valerie Okerman
Secretary

THIS COLLATERAL AGREEMENT made this 12 day of MAY, 2021.

BETWEEN:

THE FORT LA BOSSE SCHOOL DIVISION
(hereinafter referred to as the "Division")

OF THE FIRST PART,

- and -

THE FORT LA BOSSE TEACHERS' ASSOCIATION OF
THE MANITOBA TEACHERS' SOCIETY
(hereinafter referred to as the "Association")

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated MAY 12, 2021 made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (the "Plan") for all of the eligible employees (the "Employees") as described by the Manitoba Public School Employees Benefits Trust (the "Trust") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, effective September 2018 the Division shall pay monthly, from September 2018 to June 2019, \$148.80 on behalf of each Employee in respect of the Extended Health plan, said \$148.80 being the monthly rate for family coverage under the 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, effective September 2019 the Division shall pay monthly, from September 2019 to June 2020, \$151.20 on behalf of each Employee in respect of the Extended Health plan, said \$151.20 being the monthly rate for family coverage under the 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, effective September 2020 the Division shall pay monthly, from September 2020 to June 2021, \$157.20 on behalf of each Employee in respect of the Extended Health plan, said \$157.20 being the monthly rate for family coverage under the 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:

Fort la Bosse School Division
523 9th Ave Box 1420
Virden MB R0M 2C0

To the Association:

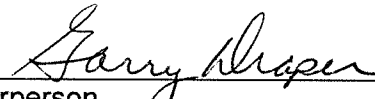
Fort la Bosse Teachers' Association
Box 2347
Virden MB R0M 2C0

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.

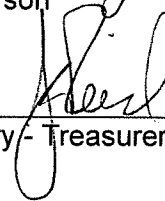
- 8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
- 9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 FORT LA BOSSE SCHOOL DIVISION



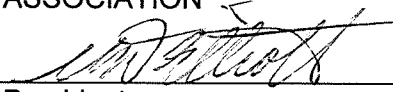
 Chairperson




 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 FORT LA BOSSE TEACHERS' ASSOCIATION



 President



 Secretary

LETTER OF AGREEMENT
Manitoba Public School Employees Extended Health Plan

Between

The Fort La Bosse School Division

and

The Fort La Bosse Teachers' Association

of the

Manitoba Teachers' Society

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

The Division administers the Manitoba Public School Employees Extended Health Plan as per the Collateral Agreement dated 11/12/21 for the members of the Fort La Bosse Teachers' Association. Teachers who are participants in the Extended Health Plan shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

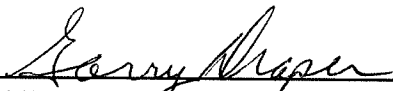
STEP	EFFECTIVE SEPTEMBER 2018			Premium: \$1488		
0	\$ 37,137	\$ 41,195	\$ 45,991	\$ 55,241	\$ 59,064	\$ 62,714
1	\$ 38,987	\$ 43,165	\$ 48,448	\$ 58,379	\$ 62,400	\$ 66,115
2	\$ 40,526	\$ 45,133	\$ 50,913	\$ 61,594	\$ 65,731	\$ 69,499
3	\$ 42,213	\$ 47,101	\$ 53,370	\$ 64,819	\$ 69,060	\$ 72,895
4	\$ 43,896	\$ 49,074	\$ 55,832	\$ 68,047	\$ 72,390	\$ 76,276
5	\$ 45,588	\$ 51,042	\$ 58,292	\$ 71,300	\$ 75,727	\$ 79,684
6	\$ 47,270	\$ 53,010	\$ 60,751	\$ 74,518	\$ 79,048	\$ 83,065
7	\$ 48,974	\$ 54,978	\$ 63,211	\$ 77,771	\$ 82,384	\$ 86,463
8		\$ 56,948	\$ 65,671	\$ 80,999	\$ 85,728	\$ 89,867
9				\$ 84,145	\$ 89,047	\$ 93,251
10				\$ 86,378	\$ 91,604	\$ 96,663

STEP	EFFECTIVE SEPTEMBER 2019			Premium: \$1512		
0	\$ 37,654	\$ 41,769	\$ 46,631	\$ 56,012	\$ 59,887	\$ 63,589
1	\$ 39,530	\$ 43,766	\$ 49,124	\$ 59,193	\$ 63,271	\$ 67,037
2	\$ 41,090	\$ 45,762	\$ 51,623	\$ 62,454	\$ 66,648	\$ 70,469
3	\$ 42,801	\$ 47,757	\$ 54,114	\$ 65,724	\$ 70,024	\$ 73,913
4	\$ 44,507	\$ 49,758	\$ 56,610	\$ 68,997	\$ 73,401	\$ 77,340
5	\$ 46,223	\$ 51,754	\$ 59,105	\$ 72,295	\$ 76,784	\$ 80,797
6	\$ 47,928	\$ 53,749	\$ 61,598	\$ 75,558	\$ 80,152	\$ 84,224
7	\$ 49,656	\$ 55,745	\$ 64,093	\$ 78,857	\$ 83,534	\$ 87,670
8		\$ 57,742	\$ 66,587	\$ 82,130	\$ 86,926	\$ 91,122
9				\$ 85,319	\$ 90,290	\$ 94,553
10				\$ 87,584	\$ 92,883	\$ 98,013

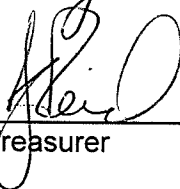
STEP	EFFECTIVE SEPTEMBER 2020			Premium: \$1572		
0	\$ 37,790	\$ 41,925	\$ 46,812	\$ 56,239	\$ 60,134	\$ 63,854
1	\$ 39,675	\$ 43,933	\$ 49,317	\$ 59,436	\$ 63,534	\$ 67,320
2	\$ 41,243	\$ 45,938	\$ 51,829	\$ 62,713	\$ 66,928	\$ 70,769
3	\$ 42,963	\$ 47,944	\$ 54,332	\$ 66,000	\$ 70,321	\$ 74,230
4	\$ 44,677	\$ 49,954	\$ 56,841	\$ 69,289	\$ 73,715	\$ 77,675
5	\$ 46,402	\$ 51,960	\$ 59,348	\$ 72,604	\$ 77,115	\$ 81,148
6	\$ 48,116	\$ 53,966	\$ 61,854	\$ 75,883	\$ 80,500	\$ 84,593
7	\$ 49,852	\$ 55,971	\$ 64,361	\$ 79,199	\$ 83,899	\$ 88,056
8		\$ 57,979	\$ 66,867	\$ 82,488	\$ 87,308	\$ 91,525
9				\$ 85,694	\$ 90,689	\$ 94,974
10				\$ 87,969	\$ 93,295	\$ 98,450

Dated at VIRIDEN, Manitoba this 12 day of MAY, 2021

Signed and agreed on behalf of the Division:




 Chairperson




 Secretary - Treasurer

Signed and agreed on behalf of the Association:



President



Secretary

Memorandum of Agreement
Between
THE FORT LA BOSSE SCHOOL DIVISION
And
THE FORT LA BOSSE TEACHERS' ASSOCIATION OF
THE MANTIOBA TEACHERS' SOCIETY
On
Release Time for Report Card Writing

The Association's proposal that "A minimum of two (2) administration days shall be used for the purpose of writing report cards" will be referred to a Joint Committee comprised of the Superintendent and the Association President.

Dated at VIRIDEN, Manitoba, this 12 day of MAY, A.D. 2012.

Signed and agreed on behalf of
The Fort La Bosse School Division:

Signed and agreed on behalf of
the Fort La Bosse Teachers' Associaton of
The Manitoba Teachers' Society:

Garry Drape
Board Chairperson

[Signature]
President

[Signature]
Secretary Treasurer

Cherie Okaman
Secretary