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COLLECTIVE AGREEMENT

BETWEEN

MOUNTAIN VIEW SCHOOL DIVISION

AND

MOUNTAIN VIEW TEACHERS' ASSOCIATION

July 1, 2018 – June 30, 2022

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ARTICLE 1.00 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement to promote and improve the professional and academic services rendered to the school children and the citizens of the Mountain View School Division (hereinafter referred to as the Division) and the Mountain View Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association), to establish an acceptable salary schedule as provided for in Article 4.00 Salaries and other conditions of engagement resulting from the operation of this Agreement.

ARTICLE 2.00 - EFFECTIVE PERIOD

2.01 This agreement shall come into force and take effect from the first day of July 2018, and shall continue in full force and effect until the 30th day of June 2022. Thereafter it shall remain in force unless either party gives the other written notice by registered mail to renew and/or amend the agreement. This notice shall be given during the month of April prior to the expiry of this agreement.

ARTICLE 3.00 - DEDUCTION OF M.T.S. FEES

3.01 The Division shall deduct Mountain View Teachers' Local Association fees from all teachers and remit the amount to the Association's Treasurer.

3.02 The Manitoba Teachers' Society membership fees shall be deducted from every teacher. These deductions will be made in twelve equal monthly installments starting with the September cheque according to the scale of fees established by the Manitoba Teachers' Society. Each monthly installment will be forwarded to the Manitoba Teachers' Society normally not later than the fifteenth of the following calendar month.

The onus is on the teacher to make the necessary arrangements with the Manitoba Teachers' Society for rebates of deductions.

3.03 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 The Manitoba Teachers' Society fees.

ARTICLE 4.00 - SALARIES

4.01 For the purpose of application of the salary schedule forming part of this agreement any teacher entering the employ of the Division shall be classified according to that teacher's qualifications as recognized by the Professional Certification and Student Records Branch of Manitoba Education.

4.02 Teachers shall receive a basic annual salary determined from the salary schedule below in relation to their classification and years of experience as recognized by the Professional Certification and Student Records Branch of Manitoba Education.

4.03 The teacher is required to give notice to the Division as soon as possible after credit for increased qualifications has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Certification Section of the Administration and Professional Certification Branch of Manitoba Education. When such evidence has been submitted the salary change shall become effective the first day of September of the school year in which such increased qualifications are obtained, provided evidence of increased qualifications are submitted to the Division by December 31st. If such evidence is not submitted by December 31st, the change in classification will be effective the first of the month following receipt of such evidence by the Division office.

4.04 The anniversary date for annual increments shall be September 1st or February 1st, on the basis of "years of experience" as of that date as recognized by Manitoba Education and Training.

Effective September 1, 2018

Years Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,104	$ 39,198	$ 44,660	$ 53,609	$ 57,400	$ 60,819	$ 64,289
1	$ 36,839	$ 41,300	$ 46,905	$ 56,830	$ 60,699	$ 64,203	$ 67,343
2	$ 41,212	$ 43,389	$ 49,153	$ 60,133	$ 64,007	$ 67,581	$ 70,672
3	$ 42,274	$ 45,480	$ 51,391	$ 63,427	$ 67,331	$ 70,962	$ 73,988
4	$ 44,094	$ 47,567	$ 53,646	$ 66,720	$ 70,653	$ 74,346	$ 77,305
5	$ 45,896	$ 49,648	$ 55,915	$ 70,022	$ 73,988	$ 77,728	$ 80,623
6	$ 46,904	$ 51,762	$ 58,175	$ 73,350	$ 77,324	$ 81,107	$ 83,956
7		$ 53,846	$ 60,437	$ 76,689	$ 80,664	$ 84,491	$ 87,292
8		$ 55,195	$ 62,705	$ 80,013	$ 84,003	$ 87,872	$ 90,622
9			$ 63,853	$ 83,350	$ 87,344	$ 91,254	$ 93,964
10				$ 84,711	$ 90,066	$ 94,632	$ 97,289
11							$ 99,268

Effective September 1, 2019

Years Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,720	$ 39,872	$ 45,411	$ 54,485	$ 58,329	$ 61,795	$ 65,314
1	$ 37,480	$ 42,003	$ 47,687	$ 57,751	$ 61,674	$ 65,227	$ 68,411
2	$ 41,914	$ 44,122	$ 49,966	$ 61,100	$ 65,028	$ 68,653	$ 71,787
3	$ 42,991	$ 46,242	$ 52,236	$ 64,440	$ 68,399	$ 72,080	$ 75,149
4	$ 44,836	$ 48,358	$ 54,522	$ 67,779	$ 71,767	$ 75,512	$ 78,512
5	$ 46,664	$ 50,468	$ 56,823	$ 71,127	$ 75,149	$ 78,941	$ 81,877
6	$ 47,685	$ 52,612	$ 59,115	$ 74,502	$ 78,531	$ 82,368	$ 85,257
7		$ 54,725	$ 61,408	$ 77,888	$ 81,919	$ 85,799	$ 88,639
8		$ 56,093	$ 63,708	$ 81,258	$ 85,304	$ 89,227	$ 92,016
9			$ 64,872	$ 84,642	$ 88,691	$ 92,657	$ 95,404
10				$ 86,022	$ 91,451	$ 96,082	$ 98,776
11							$ 100,783

Effective September 1, 2020

Years Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,847	$ 40,020	$ 45,586	$ 54,706	$ 58,569	$ 62,053	$ 65,588
1	$ 37,616	$ 42,161	$ 47,873	$ 57,988	$ 61,930	$ 65,501	$ 68,701
2	$ 42,072	$ 44,291	$ 50,164	$ 61,354	$ 65,302	$ 68,944	$ 72,094
3	$ 43,154	$ 46,422	$ 52,445	$ 64,710	$ 68,689	$ 72,389	$ 75,473
4	$ 45,008	$ 48,548	$ 54,743	$ 68,066	$ 72,074	$ 75,838	$ 78,853
5	$ 46,845	$ 50,669	$ 57,055	$ 71,431	$ 75,473	$ 79,284	$ 82,234
6	$ 47,872	$ 52,823	$ 59,359	$ 74,823	$ 78,872	$ 82,728	$ 85,631
7		$ 54,947	$ 61,663	$ 78,225	$ 82,277	$ 86,176	$ 89,030
8		$ 56,322	$ 63,974	$ 81,613	$ 85,679	$ 89,622	$ 92,424
9			$ 65,144	$ 85,013	$ 89,083	$ 93,068	$ 95,830
10				$ 86,401	$ 91,857	$ 96,511	$ 99,218
11							$ 101,235

Effective September 1, 2021 – COLA adjustment - Cost of Living Adjustment (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 change is made known, the increase will be applied retroactively to September 2021 - **salary scale to be published**

4.05 Permit Vocational Teachers – Effective September 2015, Qualified Vocational Teachers will be paid Class 4 plus one increment for every two years experience in the trade. In designated trades "qualified" will be defined as having a Journeyman's Certificate. In non-designated trades, "qualified" will be defined as having enough training and experience to be accepted by the Vocational Teachers' Review Board for certification training.

ARTICLE 5.00 - PAYMENT OF SALARIES

5.01 All teachers shall be paid 1/24 of their annual contract salary rate plus allowance on or before the fifteenth day of every month, and on the last banking day before the end of each month.

ARTICLE 6.00 - COORDINATOR

6.01 The Resource Center Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:

- First Day of the Fall Term 2018 $ 3,706
- First Day of the Fall Term 2019 $ 3,758
- First Day of the Fall Term 2020 $ 3,777
- First Day of the Fall Term 2021 TBD - COLA

6.02 The Technology Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:

- First Day of the Fall Term 2018 $ 7,587
- First Day of the Fall Term 2019 $ 7,693
- First Day of the Fall Term 2020 $ 7,731
- First Day of the Fall Term 2021 TBD - COLA

6.03 The Educational Services and Curriculum & Assessment Coordinator shall be paid an allowance in addition to his/her regularly scheduled salary as follows:

- First Day of the Fall Term 2018 $ 13,623
- First Day of the Fall Term 2019 $ 13,814
- First Day of the Fall Term 2020 $ 13,883
- First Day of the Fall Term 2021 TBD - COLA

6.04 Any assignment of less than full time shall have the above-mentioned allowances pro-rated to reflect the full-time equivalent assignment.

ARTICLE 7.00 - ADMINISTRATIVE AND SUPERVISOR ALLOWANCE

7.01 Effective the first day of the fall term 2018, all principals shall be paid at the rate of $982.00 per teacher supervised as at September 30, excluding the principal. In no case will the allowance be less than $8,469. In no case will the allowance be more than $29,017.

Effective the first day of the fall term 2019, all principals shall be paid at the rate of $996.00 per teacher supervised as at September 30, excluding the principal. In no case will the allowance be less than $8,588. In no case will the allowance be more than $29,423.

Effective the first day of the fall term 2020, all principals shall be paid at the rate of $1,001.00 per teacher supervised as at September 30, excluding the principal. In no case will the allowance be less than $8,631. In no case will the allowance be more than $29,570.

Effective the first day of the fall term 2021, all rates to be adjusted by COLA as per calculation in Article 4.00.

7.02 The vice-principal shall receive a sum equal to one half the allowance paid to the principal of the same school.

ARTICLE 8.00 - REASSIGNMENT OF PRINCIPAL AND/OR VICE PRINCIPAL

8.01 An administrator's allowance shall not be reduced for reasons of transfer from one school to an administrative position in another, provided such transfer is affected at the request of the Division. Such administrator's allowance shall be protected for a period of one year, and will not reflect changes in the contract in regards to administrator's allowance. At the end of the aforementioned protection period, the allowance will be adjusted in accordance with Article 7 – Administrative and Supervisory Allowance.

ARTICLE 9.00 - PRINCIPAL DESIGNATE ALLOWANCE

9.01 A principal designate is any teacher designated to be in charge of the school when the principal, or the principal and vice principal are absent from the school.

Effective September 2018, such a designated teacher shall be paid on the basis of 50% of the daily principal allowance for that school for each day of such absence. In no case will the allowance for each day be less than $35.60. A half day of absence shall be paid 25% of the daily principal allowance for that school. In no case will the allowance for the half day be less than $17.80.

Effective September 2019, such a designated teacher shall be paid on the basis of 50% of the daily principal allowance for that school for each day of such absence. In no case will the allowance for each day be less than $36.10. A half day of absence shall be paid 25% of the daily principal allowance for that school. In no case will the allowance for the half day be less than $18.05.

Effective September 2020, such a designated teacher shall be paid on the basis of 50% of the daily principal allowance for that school for each day of such absence. In no case will the allowance for each day be less than $36.30. A half day of absence shall be paid 25% of the daily principal allowance for that school. In no case will the allowance for the half day be less than $18.15.

Effective September 2021, minimum rates to be adjusted by COLA as per calculation in Article 4.00.

ARTICLE 10.00 - SUBSTITUTE TEACHERS

10.01 (a) Effective date of signing, substitute teachers employed in the Mountain View School Division shall be paid at the rate of:

Uncertified; $137.70 per day
Certified; $162.55 per day

including vacation pay.

Effective February 1, 2022, substitute teachers above to be adjusted by COLA as per calculation in Article 4.00

(i) Effective the date of signing, after four (4) days of continuous teaching in the same classroom, a substitute teacher will be paid on the fifth (5th) day and thereafter, a sum equal to 1/n, (where n = the number of days in the current school year as determined by the Minister responsible for Education) of the basic salary schedule per day according to qualifications as set out in Section 4.00. The rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

(b) A substitute teacher is employed by the Division to either replace a regular teacher or fulfill an assignment which is less than twenty (20) days in duration.

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 contract, unless the return of the regular teacher or conclusion of the substitute assignment will occur within five (5) working days.

(c) **Manitoba Teachers' Society Fees**

All substitutes eligible as members in good standing, shall be required to pay the fees of The Manitoba Teachers' Society, such fees shall be deducted monthly and be pro-rated on the basis of the number of days worked in that specific month.

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

(d) **Sick Leave**

A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in that assignment. Sick leave days shall not accumulate from assignment to assignment.

The use of a sick leave day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment.

Assignment shall mean consecutive teaching days in one (1) position.

(e) The following articles of the Collective Agreement shall apply to substitute teachers with amendments as noted *:

Article 1	Purpose
Article 2	Effective Period
Article 4	Salaries *As it relates to Article 5 Payment of Salaries
Article 10	Substitute Teachers
Article 24	Duty Free Lunch
Article 25	Freedom from Violence
Article 29	Provisions for Settlement of Differences

(f) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 10, Substitute Teachers.

(g) The only matters which may be grieved under Article 29 (Provisions for 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.

(h) Substitute teachers shall be paid on a semi-monthly basis, with a one pay period holdback.

(i) A substitute teacher who is called to work and reports for the assignment finding that his or her services are not required shall be offered an alternative assignment of not less than a half (1/2) day.

(j) 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.

(k) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.

ARTICLE 11.00 - INTEREST ON RETROACTIVE PAY

11.01 The Mountain View School Division shall pay to the teachers, interest on the net retroactive pay which may be paid to such members and that interest shall be paid for the period from the first day of the fall term to the date on which payment is made. The net increase is the gross retroactive pay less deductions for Canada Pension, Unemployment Insurance and Income Tax. The interest shall be calculated at the lesser of 10% per annum or a rate equal to that paid by the bonus savings account rate at the Division's financial institution on the day of signing this agreement.

NOTE: For the purposes of the 2018-22 agreement only, the Association agrees to waive interest on retroactive pay.

ARTICLE 12.00 - INSURANCE PLANS

12.01 **Disability Benefits Plan**

a) The Division shall deduct from employees' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.

b) Any employee shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.

c) Any employee 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 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, label applications, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage has terminated on leaving the Division;
iv) completing a premium statement to accompany premium remittances;
v) distributing plan information to employees from time to time;
vi) completing the Disability Notification Form and submitting it to the Plan after an employee has been absent ten (10) consecutive teaching 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.

12.02 **Group Life Insurance Plan**

a) The Division shall administer the Manitoba Public Schools 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 shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Division. Where employees opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the employee.

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

d) The Division'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 application, 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) Conducting periodic re-openings from Accidental Death and Dismemberment applications.

12.03 **Dental / Extended Health Plans**

a) The Division will participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan(s), (MPSE Dental and EHB Plan(s) in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the (collateral agreement).

b) All Employees covered by this Collective Agreement that are eligible under the terms of the MPSE Dental and EHB Plan(s) unless entitled to elect out of the Dental and/or EHB Plan(s) as may be permitted under the terms thereof.

c) The cost of the MPSE Dental and EHB Plan(s) will be paid by the Division in accordance with the terms and conditions of the Dental and EHB Plan(s) Agreement.

d) The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each employee will be the monthly rate for family coverage (that is, entitlement to coverage for an employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s), in which case the Division agrees to make monthly payments to the Employee as follows:

i) 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

ii) 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

iii) 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.

12.04 **Short Term Disability**

Effective September 1, 2016:

(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 eligible 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 and where the sickness or disability may result in the filing of a claims or benefits, as per the requirements of the plan.

(e) Save and except for the express responsibilities set out in (d) of this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short-Term Disability Plan.

(f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short-Term Disability Plan.

(g) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short-Term Disability Plan.

ARTICLE 13.00 - DEFERRED SALARY LEAVE

13.01 The Division shall administer a Deferred Salary Leave Plan in accordance with the separate agreement between the Mountain View School Division and the Mountain View Teachers' Association of the Manitoba Teachers' Society.

ARTICLE 14.00 - LEAVE OF ABSENCE WITHOUT PAY

14.01 Any teacher may request a leave of absence without pay. A teacher on such leave shall be regarded as still on staff. Subject to statute and except where otherwise indicated in the collective agreement, seniority and sick leave will be retained but not accrued for the period of the leave.

a) All applications for leave under this article shall be submitted to the Superintendent of the Division before April 1st.

b) A teacher returning from leave of absence will be offered a position, if possible, in the same community that they were in previous to the leave.

ARTICLE 15.00 - TIME OFF FOR EXAMINATIONS

15.01 Any teacher undertaking studies or courses, which will lead to an improvement of professional qualifications shall be authorized a one day leave of absence at substitute deduction for the express purpose of writing examinations. Confirmation from the educational institution from which the course is being taken indicating the date, time and required place of examination writing must be submitted to the Division at least ten (10) teaching days prior to the examination date.

ARTICLE 16.00 - COURT DUTY

16.01 A teacher subpoenaed for jury duty or as a subpoenaed witness, other than a court proceeding occasioned by the employee's private or personal affairs, shall not be subjected to a deduction from salary as a result of absence from regular teaching duties in that connection, but rather shall endorse and pay over to the Division any compensatory per diem allowance received from the judicial authority, other than that received for food, travel or room. Any teacher required to be absent for these purposes shall submit details at the earliest possible date and keep the Division informed on the teacher's anticipated absence and return date.

ARTICLE 17.00 - MANITOBA TEACHERS' SOCIETY DUTY LEAVE

17.01 A teacher being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or of any special committee of the Society or being appointed an official representative or delegate of the Society or of any branch thereof and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which they are a member or to act as a representative or delegate of the Society or of any Branch of the Society in a matter of Society business requiring absence from school shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purpose or purposes on not more than a total of six (6) teaching days in any school year, providing that a substitute satisfactory to the Division can be secured and that the cost of providing the substitute is assumed by the Society.

17.02 A teacher who is the Association President shall be given an additional fifteen (15) days leave at substitute costs which shall be assumed by the Society. These additional days are not included in the maximum outlined in 17.04. The Association President shall be given an option to use leave either, under Article 17.02 or 17.06, in addition to leave under Article 17.01. Leave beyond this amount may be granted by the Board provided the cost of the teacher's salary (1/200th deduction) is assumed by the Society.

17.03 A teacher who is a member of the Provincial Executive shall be given an additional five (5) days leave at substitute costs which shall be assumed by the Society. Leave beyond this amount to a member of the Provincial Executive may be granted by the Board provided the cost of teacher's salary (1/200th deduction) is assumed by the Society.

17.04 The combined total of teacher absences for Manitoba Teachers' Society business as described in Section 17.01 and 17.02 shall not exceed sixty (60) days per school year.

17.05 In all cases, the teacher shall notify the Division at least two (2) weeks prior to taking such leave. In the event of circumstances beyond the control of the employee the two (2) weeks prior notice may be waived by the Division.

17.06 **Association President's Leave:**

i) The Mountain View 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 Mountain View Teachers' Association will notify the Division as soon as possible but not later than May 31st 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 17.02.

ARTICLE 18.00 - MATERNITY, ADOPTIVE AND PARENTAL LEAVE

18.01 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.

18.02 Every teacher shall be entitled to unpaid parental leave.

18.03 Except as otherwise provided herein the Manitoba Employment Standards Code will apply.

18.04 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.

18.05 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.

18.06 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 an 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.

18.07 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 19.00 - PATERNITY AND ADOPTIVE LEAVE

19.01 Teachers will be allowed one day without loss of pay to fulfill responsibilities associated with bringing a new child into the family.

ARTICLE 20.00 - SICK LEAVE

20.01 (a) Where a teacher is sick, they shall be entitled to sick leave during their sickness and be paid their salary during such sick leave; but subject to subsection 20.01 (b), the leave shall not exceed twenty (20) teaching days in any school year.

(b) Where the employment of a teacher is continued for more than one year, the non-used portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of forty (40) days in the second year; sixty (60) days in the third year; eighty (80) days in the fourth year, one hundred (100) days in the fifth year and one hundred thirty days (130) in subsequent years. (Effective September 2016)

(c) Part time teachers or those employed on a fixed or short-term contract, shall receive the same benefits on a pro-rata basis.

20.02 All teachers shall be notified by the end of September of each year of their total accumulated sick leave entitlement.

20.03 A teacher may utilize up to five (5) sick days per school year to attend to the illness, injury or medical appointment of his/her child(ren), spouse or parents. Every effort shall be made to schedule medical appointments outside of school hours.

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

20.05 **Sick Leave For Pregnant Teachers**

Subject to the provisions of Article 20.00, a pregnant teacher, who as a result of her condition before or after delivery, is unable to be at work and perform her regular duties for a valid health reason, shall be entitled to sick leave. The teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Division.

ARTICLE 21.00 - COMPASSIONATE LEAVE

21.01 Each teacher shall be allowed Compassionate Leave without loss of salary up to five days in each case of death or serious illness of any member of the immediate family of the teacher; immediate family to include, employee's spouse, common-law spouse, child, grandparents, grandchildren, father, mother, sister, brother, son-in-law, daughter-in-law, father-in-law, and mother-in-law, brother-in-law and sister-in-law.

21.02 In the event of the death of a close relative not listed in 21.01, the Superintendent or Secretary Treasurer shall grant up to one (1) day leave at substitute deduction to attend the funeral.

21.03 Leave beyond that specified in 21.01 and 21.02 may be granted at the discretion of the Board. Such leave to be at a deduction of substitute rate for each day's absence.

21.04 Each teacher shall be allowed leave without loss of salary to attend a funeral as a pallbearer or eulogist, as follows, up to one day per year. Additional leave to attend a funeral as a pallbearer or eulogist may be granted by the Board at a deduction of substitute rate for each day's absence.

21.05 Teachers employed on a part-time basis shall be entitled to compassionate leave as provided for in Section 21.01, 21.02, 21.03 and 21.04 pro-rated based on full-time equivalents.

ARTICLE 22.00 - PERSONAL LEAVE

22.01 Each teacher, with the approval of the Superintendent, subject to the availability of a suitable substitute, shall be entitled to two days leave of absence for personal reasons at no cost to the teacher. Unless there are extenuating circumstances, requests for said leave is on a first come first serve basis. No more than two teachers per school shall be granted said leave at the same time, on a staff of ten or more teachers. No more than one teacher shall be granted said leave at any one time, on a staff of less than ten teachers. This leave cannot be used to extend Christmas, Spring and Summer breaks.

ARTICLE 23.00 - EXTRA CURRICULAR

23.01 "Extra-Curricular activities" for the purpose of this collective agreement means student-related athletic, social, recreational and cultural activities occurring with the approval of school administration outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school days, whether such occurs 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.

23.02 An eligible extra-curricular activity is an activity which has received prior approval from the school principal.

23.03 In recognition of exceptional effort for extra curricular activities, the Division will grant teachers who have contributed 50 actual hours per school year toward an extracurricular activity a payment, the equivalent of the current substitute teacher rate, to a maximum of two (2) payments per school year. A teacher will be eligible for his/her first and second payments upon completion of each 50 hours of contribution. In the case where a teacher does not accumulate sufficient hours to qualify for his/her first or second payment, the teacher may carry those hours over to the following school year.

23.04 Teachers who are entitled to the payment or payments in 23.03 above may, in lieu of the payment or payments, be granted one day of leave for each payment with no loss of pay or benefits. Each day of leave taken is to be a time mutually agreeable to the teacher and the Superintendent. Unless there are extenuating circumstances, requests for said leave is on a first come first serve basis. No more than two teachers per school shall be granted said leave at the same time, on a staff of ten or more teachers. No more than one teacher shall be granted said leave at any one time, on a staff of less than ten teachers.

23.05 In the case where a teacher accumulates sufficient hours to qualify for a day or days of leave of absence in any school year, the teacher may choose to take the day or days leave of absence in the following school year. The maximum leave taken under this clause when combined with Personal Leave (under Article 22) shall be no more than three consecutive (3) days at any one time.

ARTICLE 24.00 - DUTY FREE LUNCH PERIOD

24.01 Each teacher is entitled to a daily uninterrupted lunch period of fifty-five (55) minutes.

ARTICLE 25.00 - FREEDOM FROM VIOLENCE

25.01 The parties recognize that all teachers are entitled to a working environment free from physical violence, verbal abuse or the threat of physical assault.

ARTICLE 26.00 - PART TIME TEACHERS

Teachers employed under contract on a part time basis shall:

26.01 Be paid according to their qualifications as established in Article 4.00.

26.02 Be paid on a rate based on the fraction of time employed.

26.03 The service of a part time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year.

26.04 Unless the qualifications, skills, ability and competency of a potential new hired teacher clearly surpass those of a part time teacher employed under contract, part time teachers shall have preference placement, according to their seniority in full time positions that become available over new hired teachers.

26.05 Part-time teachers may participate in school, division and other professional duties during the regular school day when requested and approved by the Superintendent. Part-time teachers shall receive a pro-rata portion of the per diem rate for the time spent over and above their regularly scheduled teaching time during the school day.

ARTICLE 27.00 - SUCCESSIVE TERM CONTRACTS

27.01 Any teacher employed by the Division on a Limited Term Teacher – General contract for two successive full school years shall, on employment for the third consecutive school year, be signed to a Teacher General contract and shall be deemed to have been employed under a Teacher General contract since the commencement of his or her successive duties under a Limited Term Teacher – General contract, and shall be entitled retroactively to seniority and sick leave. There shall not be more Limited Term Teacher - General contracts than the number of teachers on leave.

ARTICLE 28.00 - DISCIPLINE CLAUSE

28.01 The imposition of discipline without just cause by the Mountain View School 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.

28.02 Where the Mountain View School Division or person(s) acting on behalf of the Mountain View School 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 Mountain View School Division's action shall be deemed to be a difference between the parties to or persons bound by this collective agreement under Article 29, Provisions for Settlement of Difference.

28.03 When such a difference is referred to a Board of Arbitration under Article 29, 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 Board 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 subclauses (a), (b), (c), and (d) above.

28.04 This article does not apply to teacher assessment and evaluation processes done pursuant to Mountain View School 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.

28.05 The Association agrees that the Mountain View School Division or any agent thereof has the right to suspend an employee with or without pay for just cause.

ARTICLE 29.00 - PROVISIONS FOR SETTLEMENT OF DIFFERENCE

29.01 Where a difference arises between the parties to or the persons bound by the agreement or on whose behalf it was entered into concerning its contents, meaning, application or violation, either party shall, within 40 teaching days rise to the violation of difference or within 50 teaching days from the date on which the grievor became aware of the event giving rise to the violation or difference, notify the other party in writing, stating the violation or difference and the solutions sought.

29.02 Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within 10 teaching days from the date when the Association takes the matter up with the school division or the school division notifies the Association in writing of its desire to have the difference negotiated,

shall upon the 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 days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators, within a further period of seven days after their appointments, shall meet and select a chairperson. Should the two arbitrators fail to agree upon a chairperson; within the required seven days either party may request the Manitoba Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply.

If a party to the Collective Agreement claims that the time limit imposed under the Collective Agreement has not been complied with, the parties shall proceed to appoint the Arbitration Board and if the Arbitration Board is satisfied that the irregularity with respect to the time limit has not prejudiced the parties to the arbitration and will not affect the merits of the matter submitted to the Arbitration Board, it may on application of any party to the arbitration, declare that the irregularity does not affect validity of the decision of the Arbitration Board; and the declaration is binding on the parties to the arbitration and on any person affected by the decision of the Arbitration Board.

29.03 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an Arbitration Board shall apply mutatis mutandis, to the single arbitrator.

ARTICLE 30.00 - TRANSFER CLAUSE

30.01 The Association recognizes the right of the Mountain View School Division to transfer/assign teachers employed by the School Division to schools and classes under the jurisdiction of the Mountain View School Division.

30.02 A teacher who is transferred or reassigned shall be given reasonable written notice of the proposed transfer or reassignment.

30.03 The Mountain View School Division's right to initiate transfers or reassignment shall always be exercised fairly and reasonably having regard for the educational needs of the Mountain View School Division and the interest of the teacher(s) involved.

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

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

30.06 Teachers who must relocate their residence within the Division due to a Division-initiated transfer, and whose relocation exceeds 50 kilometers, shall be reimbursed by the Division, moving expenses to a maximum of $1,000.00 against receipts.

ARTICLE 31.00 – LAY-OFF PROVISION

31.01 Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest seniority with the Division.

Notwithstanding the foregoing, the Division shall have the right to disregard the seniority of any teacher in the event of a lay-off, if such teacher does not have the necessary training and/or academic qualifications and/or experience and/or ability for a specific teaching assignment.

31.02 During the month of January each year, a seniority list will be prepared by the Division and posted in each school and provided to the Association. Each teacher shall be permitted a period of ten (10) working days after the posting of the seniority list to protest in writing to the Superintendent any alleged omission or incorrect listing, but such protest shall be confined to errors or changes occurring subsequent to the posting of any previous seniority list. In the event that a teacher does not file a written protest with the superintendent within the time stipulated, his or her placement on the seniority list shall be deemed correct.

31.03 Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience from the date of most recent hire by the School Division beginning with the first day of teaching within the School Division.

31.04 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 School Division.

31.05 Where teachers have the same seniority as defined in 31.03 and 31.04, the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.

31.06 Where teachers have the same seniority as defined in 31.03, 31.04 and 31.05, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.

31.07 If the length of teaching experience as defined in 31.03, 31.04, 31.05, and 31.06, is equal, the teacher to be declared surplus shall be determined by the Board.

31.08 A teacher will retain and accrue seniority if absent from work because of:

i) Illness or disability up to the maximum days accumulated under the provisions of the collective agreement;

ii) Illness or disability while on unpaid medical leave and in receipt of benefits from the Manitoba Teachers' Society Disability Benefits Plan to a maximum of 36

months. At the expiry of that 36-month period, the teacher shall retain but not accrue seniority;

iii) A leave of absence up to 30 calendar days;

iv) Sabbatical Leave;

v) Maternity Leave and Parental Leave in accordance with the Employment Standards Code;

31.09 In the event of a lay-off, three (3) representatives from the Division shall meet with three (3) representatives from the Executive of the Association to discuss the implications of the lay off and shall provide the Association with a list of teachers to be laid off.

31.10 It is acknowledged that, insofar as is possible, notice of lay-off shall be given to the teacher by certified mail no later than May 1st, such notice of lay-off to become effective as at June 30th of that school year. However, it is also acknowledged that in certain circumstances, the Division may find it necessary to provide notice of lay-off earlier in the school year and in such cases, shall provide such notice by certified mail no later than November 1st, such notice to be effective as at December 31st of the school year. The teacher within ten calendar days of receiving notice of lay-off shall indicate, in writing, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this collective agreement, failure to respond within the time limit specified in this clause shall relieve the onus on the Division for that teacher's placement on the re-employment list.

31.11 After lay-offs have occurred and for a period of one calendar year after the September 30th directly following the 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, academic qualifications, experience, and ability 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, academic qualifications, experience, and ability

31.12 **Definitions**

i) Training: Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.

ii) Academic Qualifications: Refers to the classification in which a teacher is placed by the Administration and Teacher' Certification Branch of Manitoba Education.

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

iv) Ability - A teachers demonstrated skill and competence to satisfactory and proficiently perform a particular assignment after having acquired the

necessary training and academic qualifications and reasonably current experience.

31.13 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 six working 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 14 calendar days following such notification unless by mutual agreement.

31.14 A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in the Article 31.13 above.

31.15 If the Division terminated the contract of a teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide them with a letter to this effect.

31.16 Notwithstanding any other provision of this article the foregoing lay-off provisions shall not apply to teachers continuously employed under one contract with the Mountain View School Division for one year or less, 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 School Division.

ARTICLE 32.00 - SCHOOL YEAR

32.01 Where reference to "1/200" is made within this collective Agreement, the parties agree it means: 1/n, where n = the number of days in the current school year as determined by the Minister responsible for Education.

ARTICLE 33.00 - PREPARATION TIME

The Division will provide a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle for each full-time teacher K-8.

The Division will provide a minimum of two hundred and ten (210) minutes of preparation time per six (6) day cycle for each full-time teacher 9 - 12.

Part-time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

Preparation time shall be scheduled in blocks of not less than thirty (30) minutes.

It is expected and shall be the responsibility of each teacher to utilize the preparation time provided to them in a productive, efficient manner towards fulfilling the educational needs of his/her students. Teachers shall remain in their assigned school during their preparation time or as otherwise authorized by their school Principal.

ARTICLE 34.00 – RELIGIOUS HOLY DAYS

a) A teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the teacher's religion. Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

i. Teachers on staff requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, no later than September 30th.

ii. In instances where religious holy leave days are required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year, in which case notice shall not be less than five (5) working days.

iii. Where appropriate notice has not been given, religious holy days leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate for the day.

b) The parties agree that this article constitutes reasonable accommodation for religious holy leave.

DATED this 30th day of April, 2021 in Dauphin, Manitoba
Signed and agreed to on behalf of the Mountain View School Division

Chair

Secretary-Treasurer

Signed and agreed to on behalf of the Mountain View Teachers' Association.

President

Secretary

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

Between

The Mountain View School Division

and

The Mountain View Teachers' Association

of the

Manitoba Teachers' Society

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

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated _April 30, 2021_ for the members of the Mountain View Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

STEP	EFFECTIVE SEPTEMBER 2018			Premium: $2931			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,104	$ 39,198	$ 44,660	$ 53,609	$ 57,400	$ 60,819	$ 64,289
1	$ 36,839	$ 41,300	$ 46,905	$ 56,830	$ 60,699	$ 64,203	$ 67,343
2	$ 41,212	$ 43,389	$ 49,153	$ 60,133	$ 64,007	$ 67,581	$ 70,672
3	$ 42,274	$ 45,480	$ 51,391	$ 63,427	$ 67,331	$ 70,962	$ 73,988
4	$ 44,094	$ 47,567	$ 53,646	$ 66,720	$ 70,653	$ 74,346	$ 77,305
5	$ 45,896	$ 49,648	$ 55,915	$ 70,022	$ 73,988	$ 77,728	$ 80,623
6	$ 46,904	$ 51,762	$ 58,175	$ 73,350	$ 77,324	$ 81,107	$ 83,956
7		$ 53,846	$ 60,437	$ 76,689	$ 80,664	$ 84,491	$ 87,292
8		$ 55,195	$ 62,705	$ 80,013	$ 84,003	$ 87,872	$ 90,622
9			$ 63,853	$ 83,350	$ 87,344	$ 91,254	$ 93,964
10				$ 84,711	$ 90,066	$ 94,632	$ 97,289
11							$ 99,268

STEP	EFFECTIVE SEPTEMBER 2019			Premium: $2847			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,720	$ 39,872	$ 45,411	$ 54,485	$ 58,329	$ 61,795	$ 65,314
1	$ 37,480	$ 42,003	$ 47,687	$ 57,751	$ 61,674	$ 65,227	$ 68,411
2	$ 41,914	$ 44,122	$ 49,966	$ 61,100	$ 65,028	$ 68,653	$ 71,787
3	$ 42,991	$ 46,242	$ 52,236	$ 64,440	$ 68,399	$ 72,080	$ 75,149
4	$ 44,836	$ 48,358	$ 54,522	$ 67,779	$ 71,767	$ 75,512	$ 78,512
5	$ 46,664	$ 50,468	$ 56,823	$ 71,127	$ 75,149	$ 78,941	$ 81,877
6	$ 47,685	$ 52,612	$ 59,115	$ 74,502	$ 78,531	$ 82,368	$ 85,257
7		$ 54,725	$ 61,408	$ 77,888	$ 81,919	$ 85,799	$ 88,639
8		$ 56,093	$ 63,708	$ 81,258	$ 85,304	$ 89,227	$ 92,016
9			$ 64,872	$ 84,642	$ 88,691	$ 92,657	$ 95,404
10				$ 86,022	$ 91,451	$ 96,082	$ 98,776
11							$ 100,783

STEP	EFFECTIVE SEPTEMBER 2020			Premium: $2913			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 35,847	$ 40,020	$ 45,586	$ 54,706	$ 58,569	$ 62,053	$ 65,588
1	$ 37,616	$ 42,161	$ 47,873	$ 57,988	$ 61,930	$ 65,501	$ 68,701
2	$ 42,072	$ 44,291	$ 50,164	$ 61,354	$ 65,302	$ 68,944	$ 72,094
3	$ 43,154	$ 46,422	$ 52,445	$ 64,710	$ 68,689	$ 72,389	$ 75,473
4	$ 45,008	$ 48,548	$ 54,743	$ 68,066	$ 72,074	$ 75,838	$ 78,853
5	$ 46,845	$ 50,669	$ 57,055	$ 71,431	$ 75,473	$ 79,284	$ 82,234
6	$ 47,872	$ 52,823	$ 59,359	$ 74,823	$ 78,872	$ 82,728	$ 85,631
7		$ 54,947	$ 61,663	$ 78,225	$ 82,277	$ 86,176	$ 89,030
8		$ 56,322	$ 63,974	$ 81,613	$ 85,679	$ 89,622	$ 92,424
9			$ 65,144	$ 85,013	$ 89,083	$ 93,068	$ 95,830
10				$ 86,401	$ 91,857	$ 96,511	$ 99,218
11							$ 101,235

Dated at Dauphin, Manitoba this 30th day of April, 2021

Signed on behalf of the Mountain View School Division:

Chairperson

Secretary – Treasurer

Signed on behalf of the Mountain View Teachers' Association:

President

Tuila Brinkman

Secretary

THIS AUXILIARY AGREEMENT made as of the 30th day of April, 2021

BETWEEN:

MOUNTAIN VIEW SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated April 30, 2021, the Division has agreed to participate in a number of insurance programs, including:

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

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

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

STEP	EFFECTIVE JULY 1, 2018 (1.6%)						
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 38,035	$ 42,129	$ 47,591	$ 56,540	$ 60,331	$ 63,750	$ 67,220
1	$ 39,770	$ 44,231	$ 49,836	$ 59,761	$ 63,630	$ 67,134	$ 70,274
2	$ 44,143	$ 46,320	$ 52,084	$ 63,064	$ 66,938	$ 70,512	$ 73,603
3	$ 45,205	$ 48,411	$ 54,322	$ 66,358	$ 70,262	$ 73,893	$ 76,919
4	$ 47,025	$ 50,498	$ 56,577	$ 69,651	$ 73,584	$ 77,277	$ 80,236
5	$ 48,827	$ 52,579	$ 58,846	$ 72,953	$ 76,919	$ 80,659	$ 83,554
6	$ 49,835	$ 54,693	$ 61,106	$ 76,281	$ 80,255	$ 84,038	$ 86,887
7		$ 56,777	$ 63,368	$ 79,620	$ 83,595	$ 87,422	$ 90,223
8		$ 58,126	$ 65,636	$ 82,944	$ 86,934	$ 90,803	$ 93,553
9			$ 66,784	$ 86,281	$ 90,275	$ 94,185	$ 96,895
10				$ 87,642	$ 92,997	$ 97,563	$ 100,220
11							$ 102,199

STEP	EFFECTIVE JULY 1, 2019 (1.4%)						
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 38,567	$ 42,719	$ 48,258	$ 57,332	$ 61,176	$ 64,642	$ 68,161
1	$ 40,327	$ 44,850	$ 50,534	$ 60,598	$ 64,521	$ 68,074	$ 71,258
2	$ 44,761	$ 46,969	$ 52,813	$ 63,947	$ 67,875	$ 71,500	$ 74,634
3	$ 45,838	$ 49,089	$ 55,083	$ 67,287	$ 71,246	$ 74,927	$ 77,996
4	$ 47,683	$ 51,205	$ 57,369	$ 70,626	$ 74,614	$ 78,359	$ 81,359
5	$ 49,511	$ 53,315	$ 59,670	$ 73,974	$ 77,996	$ 81,788	$ 84,724
6	$ 50,532	$ 55,459	$ 61,962	$ 77,349	$ 81,378	$ 85,215	$ 88,104
7		$ 57,572	$ 64,255	$ 80,735	$ 84,766	$ 88,646	$ 91,486
8		$ 58,940	$ 66,555	$ 84,105	$ 88,151	$ 92,074	$ 94,863
9			$ 67,719	$ 87,489	$ 91,538	$ 95,504	$ 98,251
10				$ 88,869	$ 94,298	$ 98,929	$ 101,623
11							$ 103,630

STEP	EFFECTIVE JULY 1, 2020 (0.5%)						
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	$ 38,760	$ 42,933	$ 48,499	$ 57,619	$ 61,482	$ 64,966	$ 68,501
1	$ 40,529	$ 45,074	$ 50,786	$ 60,901	$ 64,843	$ 68,414	$ 71,614
2	$ 44,985	$ 47,204	$ 53,077	$ 64,267	$ 68,215	$ 71,857	$ 75,007
3	$ 46,067	$ 49,335	$ 55,358	$ 67,623	$ 71,602	$ 75,302	$ 78,386
4	$ 47,921	$ 51,461	$ 57,656	$ 70,979	$ 74,987	$ 78,751	$ 81,766
5	$ 49,758	$ 53,582	$ 59,968	$ 74,344	$ 78,386	$ 82,197	$ 85,147
6	$ 50,785	$ 55,736	$ 62,272	$ 77,736	$ 81,785	$ 85,641	$ 88,544
7		$ 57,860	$ 64,576	$ 81,138	$ 85,190	$ 89,089	$ 91,943
8		$ 59,235	$ 66,887	$ 84,526	$ 88,592	$ 92,535	$ 95,337
9			$ 68,057	$ 87,926	$ 91,996	$ 95,981	$ 98,743
10				$ 89,314	$ 94,770	$ 99,424	$ 102,131
11							$ 104,148

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 30__, 2021.

CONCURRING SIGNATORIES

Dated at __Dauphin___, Manitoba this __30th__ 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 30th day of April , 2021

BETWEEN:

THE MOUNTAIN VIEW SCHOOL DIVISION
(hereinafter referred to as the *"Division"*)

OF THE FIRST PART,

- and -

THE MOUNTAIN VIEW 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 30, 2021 , made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the *"Plan"*) for all of the eligible employees (the *"Employees"*) as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the *"Trust"*) in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.

2. The terms and conditions of the Plan shall be as formulated by the Trust.

3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.

4. The Division shall make the following payments:

   a) Subject to paragraph (b) which follows, for September, 2018 the Division shall pay monthly $104.00 on behalf of each Employee in respect of the Dental plan and/or $124.00 on behalf of each Employee in respect of the Extended Health plan, and $16.25 in respect of the Vision plan said $104.00, $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 $95.00 on behalf of each Employee in respect of the Dental plan and/or $126.00 on behalf of each

Employee in respect of the Extended Health plan, and $16.25 in respect of the Vision plan said $95.00, $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 $95.50 on behalf of each Employee in respect of the Dental plan and/or $131.00 on behalf of each Employee in respect of the Extended Health plan, and $16.25 in respect of the Vision plan said $95.50, $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:

MOUNTAIN VIEW SCHOOL DIVISION
Box 715
Dauphin MB R7N 3B3

To the Association:

MOUNTAIN VIEW TEACHERS' ASSOCIATION
16 Earl Avenue
Dauphin MB R7N 0N3

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 MOUNTAIN VIEW 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 MOUNTAIN VIEW TEACHERS' ASSOCIATION

President

Secretary