

COLLECTIVE AGREEMENT

between



SOUTHWEST HORIZON SCHOOL DIVISION

and



SOUTHWEST HORIZON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHER'S SOCIETY

July 1, 2018 – June 30, 2022

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AGREEMENT BETWEEN
SOUTHWEST HORIZON SCHOOL DIVISION
and
SOUTHWEST HORIZON TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

This agreement is by and between the Southwest Horizon School Division (hereafter referred to as the Division) and the Southwest Horizon Teachers' Association of the Manitoba Teachers' Society (hereafter referred to as the Association).

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – RECOGNITION OF MANAGEMENT

The Association recognizes the powers and responsibilities delegated under the "Public Schools Act", "The Education Administration Act", and other relevant statutes and regulations made there under having the force of law, to the Division to hire, discharge for cause, assign to schools and classes, and in general to manage and direct the employment of its instructional staff. Staff members assigned as principals, being also part of management, will also be directed by and responsible to management to fulfill their duties.

The Division shall act reasonably and fairly in administering the Collective Agreement.

ARTICLE 3 – EFFECTIVE PERIOD

This agreement shall come into force and take effect on the first day of July **2018**, and shall remain in force and effect until June 30, **2022**, and shall thereafter continue in effect from year to year unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Such notice shall be given not more than ninety (90) days and not less than thirty (30) days prior to the last day of the collective agreement.

ARTICLE 4 – EDUCATIONAL QUALIFICATIONS

- a. Definition of a teacher: A teacher means a person who holds a valid teacher certificate or a limited teaching permit under the Department of Education or who is authorized by the Minister to teach in a school.
- b. Scope: All teachers under contract with the Division come under the scope of this agreement.
- c. Educational Qualifications: For the purpose of this agreement the members of the teaching staff shall be classified according to the classification set forth in the most current Department of Education Regulation, except as otherwise provided in this agreement.

ARTICLE 5 – SALARIES

5.01 – Salary Schedule

September 2018 Salary Grid Net of Extended Health Plan

First day of fall term 2018 to June 30, 2019				Family \$2,970 EHB and Dental Premium			
Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,396	39,551	43,870	53,277	57,063	60,862	63,850
1	37,376	42,172	47,082	56,298	60,374	64,279	67,441
2	39,362	44,796	50,436	59,526	63,679	67,692	70,938
3	41,331	47,416	53,788	62,771	66,990	71,102	74,449
4	43,305	50,045	57,140	66,068	70,294	74,515	77,976
5	45,291	52,665	60,500	69,379	73,597	77,934	81,492
6	47,266	55,299	63,849	72,672	76,901	81,347	85,025
7				75,975	80,210	84,760	88,555
8				79,243	83,511	88,185	92,073
9				82,259	86,815	91,592	95,606
10				84,767	90,028	95,008	99,136

September 2019 Salary Grid Net of Extended Health Plan

First day of fall term 2019 to June 30, 2020				Family \$2,940 EHB and Dental Premium			
Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,963	40,176	44,555	54,094	57,934	61,786	64,816
1	37,971	42,834	47,813	57,158	61,290	65,251	68,457
2	39,984	45,495	51,214	60,431	64,642	68,711	72,003
3	41,981	48,152	54,612	63,722	67,999	72,170	75,563
4	43,983	50,817	58,011	67,065	71,349	75,630	79,139
5	45,997	53,474	61,418	70,422	74,699	79,097	82,705
6	47,999	56,144	64,815	73,761	78,049	82,557	86,287
7				77,110	81,404	86,018	89,867
8				80,424	84,752	89,491	93,433
9				83,482	88,102	92,946	97,016
10				86,025	91,359	96,410	100,595

September 2020 Salary Grid Net of Extended Health Plan

First day of fall term 2020 to June 30, 2021	Family \$2,808 EHB and Dental Premium						
Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	36,290	40,523	44,925	54,511	58,370	62,242	65,287
1	38,308	43,195	48,199	57,591	61,743	65,723	68,946
2	40,331	45,869	51,616	60,880	65,112	69,201	72,509
3	42,337	48,539	55,032	64,187	68,486	72,677	76,088
4	44,349	51,218	58,448	67,547	71,853	76,155	79,681
5	46,373	53,888	61,872	70,921	75,219	79,639	83,265
6	48,386	56,572	65,286	74,277	78,586	83,117	86,865
7				77,643	81,958	86,595	90,463
8				80,972	85,322	90,085	94,047
9				84,047	88,689	93,557	97,648
10				86,602	91,963	97,038	101,245

SALARIES & ALLOWANCES:

First Day Fall Term 2018:	1.6%
First Day Fall Term 2019:	1.4%
First Day Fall Term 2020:	0.5%
First Day Fall Term 2021:	COLA

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

5.02 – Letter of Authority

Teachers hired on letter of authority are to be paid at a scale one class equivalent below the class these teachers would be in had they received professional training.

5.03 – Interest on Retroactive Pay

The Division shall pay to members of the Association for the purposes of this agreement; the total interest accrued on retroactive pay would be paid on flat rate of \$40.00 per FTE and disbursed equally based on full time equivalency.

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be computed at the rate equal to a premium saving account as at January 31st of the year in which the collective agreement is signed.

5.04 – Substitute Teachers

- a. Effective April 1, 2021, the rates of pay for a substitute teacher shall be:
Paid at a rate of **\$156.00** per day, for Class 1 to 7, and **\$117.00** per day if not in Class 1 to 7.

Substitute rates for the 2021/2022 year will be effective on the date the parties confirm the amount of the adjustment (in January 2022 or as soon as possible thereafter).

This agreement includes holiday pay.

- b. A substitute teacher who assumes the teaching workload of the same teacher for six (6) consecutive school days or more, shall be paid at the rate of $1/x$ (where x = the number of days in the current school year as determined by the Minister responsible for education), of his/her classification according to his/her qualifications and experience, effective on the seventh (7th) consecutive school day as outlined in Article 5.01. Substitution days cannot be accumulated from one assignment to another.
- c. In addition, where during an extended substitute teaching assignment the substitute teacher becomes unavailable to work due to attending to what would be described as a family related emergency or for the death or serious illness of the substitute teacher's family or for attending to Association or MTS business as a representative of the Association, and where the substitute teacher returns to the teaching assignment immediately thereafter such unavailability, such days of unavailability as noted above shall not constitute a break in extended substitute teaching.
- d. A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment.

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

A substitute teacher claiming sick leave may be required to provide proof of illness from a registered medical practitioner (at Division cost) if requested to do so by the Superintendent or designate. Assignment shall mean consecutive teaching days in one (1) position.

- e. Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- f. A substitute teacher who is called to work for an assignment for one half (½) 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. One half (½) day shall be defined as a morning or an afternoon.
- g. A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute teacher's original assignment and when such an alternative assignment is not available shall be paid half (1/2) day's pay at the applicable rate in lieu.
- h. A substitute teacher who has been employed for at least twenty (20) days of 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.
- i. Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15th) day of the following calendar month.
- j. All substitute teachers as members in good standing, shall be required to pay all provincial and local Manitoba Teachers' Society fees, such fees to be deducted by the Division monthly and pro-rated on the basis of the number of days worked in that 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 legal action arising from the deduction of The Manitoba Teachers' Society fees.

- k. The following articles of the Collective Agreement shall apply to substitute teachers with amendments as noted:

Article 1	Purpose
Article 2	Recognition of Management
Article 3	Effective Period
Article 4	Educational Qualifications (as it relates to Article 5.04b)
Article 5.01	Basic Schedule (as it relates to Article 5.04 Substitutes)
Article 5.04	Substitute Teachers
Article 5.07	Placement (as it relates to Article 5.04b)
Article 5.12	Meal Period
Article 12	Freedom from Violence
Article 16	Settlement of Differences (except that the only matters that may be grieved under the Settlement of Differences article 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.)

- l. Except for as provided for in Article 5.04, substitute teachers are not covered by the collective agreement.

5.05 – Administrative Allowances

Terms

Administrators in Southwest Horizon School Division shall be paid a supervisory allowance based on the following principles or criteria:

Recognition of student numbers as a base for the allowance.

A vice-principal allowance which recognizes administrative time allocated and student numbers.

Effective Date:	Enrolment	Allowance
September 2018	60-100	\$ 8,371
	101-200	\$ 12,606
	201-300	\$ 16,311
	300+	\$ 22,767
September 2019	60-100	\$ 8,488
	101-200	\$ 12,782
	201-300	\$ 16,539
	300+	\$ 23,086
September 2020	60-100	\$ 8,530
	101-200	\$ 12,846
	201-300	\$ 16,622
	300+	\$ 23,201

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

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

The administrative allowance for Hutterian Colony Schools is considered a special situation. The allowance recognizes a supervisory allowance for teacher as principal in the normal one teacher situation and an additional supervisory allowance for full time equivalent teaching staff additions.

The administrative allowance for Hutterian Colony Schools

Effective Date:	Basic Allowance	Increments	Additional Teachers
First day of fall term 2018 to June 30, 2019	\$2,155	2 x \$200	\$599/FTE
First day of fall term 2019 to June 30, 2020	\$2,185	2 x \$203	\$607/FTE
First day of fall term 2020 to June 30, 2021	\$2,196	2 x \$204	\$610/FTE

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

5.06 – Coordinator’s Allowance

The administrative allowance for Student Services Coordinator

Effective Date:		Allowance
	Increment Year 1 & 2	\$ 8,423
Effective First Day of Fall Term 2018 – June 30, 2019	Increment Year 3 & 4	\$ 9,067
	Increment Year 5+ years	\$ 9,713
	Increment Year 1 & 2	\$ 8,541
Effective First Day of Fall Term 2019 – June 30, 2020	Increment Year 3 & 4	\$ 9,194
	Increment Year 5+ years	\$ 9,849
	Increment Year 1 & 2	\$ 8,584
Effective First Day of Fall Term 2020 – June 30, 2021	Increment Year 3 & 4	\$ 9,240
	Increment Year 5+ years	\$ 9,898

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

When a coordinator of student services is assigned at less than full time, they will be paid at the percentage of time assigned.

5.07 – Appointment of Head Teacher

Effective the date of signing:

In the absence of both the Principal and Vice-principal a head teacher may be appointed by the Principal with prior approval from the Superintendent, and shall be paid an amount equal to 1/n, (where n = the number of days in the current school year as determined by the Minister responsible for Education) of that administrator's allowance. However, no head teacher will receive less than \$25.00 per day.

5.08 – Placement

For the purpose of the salary schedule, except as otherwise provided for in this agreement, teachers shall be classified and placed on the salary schedule according to the classification and years of experience accorded to the teacher by Manitoba Education, Citizenship and Youth (based on Regulation 575/88).

5.09 – Increments

- a. Except as herein provided, each teacher shall receive one (1) increment for each year of experience until such teacher reaches the maximum in his or her class, such maximum being in accordance with Article 5.01 of this agreement.
- b. The anniversary date for annual increases for all teachers shall be after an accumulation of ten (10) months teaching experience.

5.10 – Change in Salary Classification

Effective the date of signing:

Where increased academic qualifications are secured between June 30th and December 31st in any year which qualify a teacher for an advance in class on the salary schedule, the resulting increase in annual salary shall become effective September 1st of the same year. Where any teacher shall advance his or her qualifications on or before June 30th in any year in accordance with the most recent Department of Education Regulation, he or she shall be entitled to the appropriate salary increase retroactive to January 1st of that year. The onus is on the teacher to file proof of change in qualifications with the Board as soon as possible. Proof of change shall be a statement of standing obtained from the Professional Certification and Student Records Unit.

5.11 – Payment of Salary

- a. Annual salary will be paid in 26 (or 27 if applicable) equal installments by direct deposit to a financial institution of the teacher's choosing, on a bi-weekly basis from September to June. At the end of the school year, outstanding salary installments will be paid to the teacher on the last teaching day in June.
- b. The first installment in a school year will be paid the first or second teaching Friday.
- c. Where applicable, the per diem rate shall be annual salary divided by the number of school days in a school year.
- d. When a teacher leaves the employ of the Division or is granted long term leave without pay, the final payment shall be the difference between the product of the number of days taught in the school year

multiplied by the per diem rate and the total gross pay already received by the teacher during the school year.

- e. The Division shall deposit salary directly into the financial institution of the employee's choice.

5.12 – Part-Time Teachers

- a. Upon hire, part-time teachers shall be placed on the salary schedule in accordance with their classification and years of experience as determined by Manitoba Education, Citizenship and Youth (Regulation 515/88).
- b. Part-time teachers shall be paid an annual salary based upon the proportion of time spent in teaching.
- c. Part-time teachers shall participate in parent/teacher interviews and in-services during the regular school day, and above their regularly scheduled teaching time when requested by the employer. Part-time teachers shall receive the per diem rate, or portion thereof, of their salary for these activities.

5.13 – Meal Period

Each teacher will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day. This meal period shall be equal to five (5) minutes less than the midday intermission given to the students of the school in which the teacher is employed. Designated Professional staff will be on call during the meal period to deal with discipline, parent inquiries and any other problems normally under the jurisdiction of a teacher.

5.14 – Extra-Curricular Activities

Effective the date of signing:

- a. "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 or in-service sessions.
- b. The Division will grant teachers who have contributed toward extra-curricular activities, a payment equivalent to the current substitute teacher rate. Each fifty (50) hours of contribution time is equal to a payment at the current substitute teacher daily rate. A teacher will be eligible for a half-day payment(s) upon completion of each twenty-five (25) hours of contributed time, to a maximum payment(s) of two (2) days per school year.
- c.
 - i) Teachers who are entitled to the payment in (b) may, in lieu of the payment, be granted leave with no loss of pay or benefits. The date for such leave shall be agreed upon between the principal and the teacher.
 - ii) Notwithstanding the above, a teacher may carry forward two (2) days of leave to the subsequent school year. In such case the entitlement must be used within twelve (12) months of the day the hours were completed. The maximum amount of leave carried forward and taken under this article shall be no more than two

(2) days in any one (1) year, but this maximum does not include the annual entitlement of up to two (2) days of leave with no loss of pay or benefits that is provided for under sub-articles (b) and (c) (i) above.

- d. Only activities that have received prior approval of the principal will be eligible for the provisions of this clause. A list of approved activities pertaining to this clause will be developed by a joint committee which will include two representatives from the Board and two representatives from the Association.
- e. Teachers must report extra-curricular hours on a form which the Division will provide. The teacher and his/her principal will only report hours when the 25, 50, 75 or 100 hours have been completed. If a teacher wishes to invoke 5.14(c)(ii) then the teacher must complete the form with hours accumulated and indicate on the form that the day/days will be used within 12 months of the day the hours were completed.
- f. In the case where a teacher does not accumulate sufficient hours to qualify for a half or full day payment, the teacher may carry those hours over to the subsequent school year.
- g. Participation in extra-curricular duties by teachers is voluntary.
- h. This leave shall not be used on scheduled in-service, professional development, or parent teacher days unless the Superintendent has expressly given consent.

ARTICLE 6 – DEDUCTION OF PROFESSIONAL FEES

6.01 – Manitoba Teachers’ Society Fees

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

6.02 – Association Dues

The annual dues of the Southwest Horizon Teachers’ Association shall be deducted from the salary of all members of the Southwest Horizon Teachers’ Association and forwarded to the Association Treasurer. The Association shall notify, in writing, the Division Secretary-Treasurer, the amount of the dues to be deducted, one month prior to the date the dues are to be deducted.

ARTICLE 7 – LEAVE

7.01 – Sick Leave

- a. When a teacher is absent from work because of sickness, he/she shall be entitled to sick leave during such absence and to be paid his/her salary during this leave. Subject to subsection b) of this article, the leave shall not exceed twenty (20) teaching days in any school year.
- b. Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of one hundred and thirty (130).
- c.
 - i) When a Teacher suffers an on-the-job-injury, and is not covered by Workers' Compensation Board benefits, while working under proper supervision, and for which the Division is responsible for the accident, that Teacher will be charged at a 50% rate against his/her accumulated sick leave.
 - ii) An on-the-job injury will be physical in nature and will not include disease, stress, or mental illness.
 - iii) When a Teacher suffers an on-the-job injury, any out-of-pocket expenses incurred by that Teacher will be paid by the board to a maximum of one thousand dollars (\$1,000.00). Out-of-pocket expenses are those which not covered by any medical or insurance plans and are a result of the injury and are prescribed by a Health Care Professional as part of the prescribed treatment.
- d. Teachers shall make every effort to schedule appointments outside of school hours. When medical appointments cannot be made outside of school hours, every effort shall be made to schedule the appointment to minimize the time away from the school, in such case medical leave shall be granted. Minimizing the time away from school shall mean teachers shall only take the time needed for the appointment and time needed to travel to and from the appointment. Such leave shall be counted against the employee's accumulated sick leave.

7.02 – Family Medical Leave

Each teacher shall be entitled to use up to five (5) days of sick leave per school year to attend to the illness, injury or medical appointments of his or her immediate family including the spouse, children, or parents of the teacher.

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

7.03 – Compassionate Leave

Three days compassionate leave in case of death or serious illness shall be allowed without salary deduction; further such leave could be granted, at the discretion of the Superintendent, without loss of salary.

7.04 – Personal Leave

- a. A total of up to two (2) days personal leave per school year without loss of pay shall be granted by the Superintendent. It shall not be used to extend the end of summer vacation.

- b. Further extensions of this leave over and above any entitlement in this article may be granted on application by the teacher to the Board. The Board shall have the final decision in extending or rejecting further leave over and above any entitlement in this article.
- c. This leave shall be cumulative to a maximum of three days per school year subject to the following conditions:
 - i. the above restrictions on extending vacations shall apply.
 - ii. the teacher shall use the day deferred from the previous year before using the personal leave entitlement accruing to him/her in the current calendar year.
 - iii. personal leave entitlement shall not be deferred beyond the year immediately subsequent to the year in which the entitlement was accrued; and
 - iv. extensions granted by the Board over and above any entitlement in this article as provided for in (b) above shall not be accumulated nor deferred to subsequent years.
- d. This leave shall not be used on scheduled in-service, professional development, or parent teacher days unless the Superintendent has expressly given consent.

7.05 – Executive/President Leave

- a. A teacher, being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or any special committee of the Society or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of which he/she is a member, or acting as a representative or delegate, shall be excused from school duties for either purpose or both purposes, for not more than a total of five (5) teaching days in any one school year, provided, that a substitute satisfactory to the Division can be secured and that the cost of providing such a substitute to the Division is assumed by the Society. A maximum of thirty (30) days in total may be taken for the purpose mentioned above during any school year by members of the Association. No additional leave of absence beyond the thirty (30) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division. In all cases, the teacher shall notify the Division five (5) teaching days prior to taking such leave.
- b. Any teacher filling in the position of President of Provincial MTS shall be given a two (2) year leave of absence with a guarantee of employment at the end of his/her term.
- c. Any teacher who is elected to The Manitoba Teachers' Society Executive shall be entitled up to an additional twenty (20) days of release time per year or agreeable number of days to be confirmed no later than June 1st with the Superintendent and Principal of the school The Manitoba Teacher's Society shall reimburse the Division for the full cost of the Teacher's salary and fringe benefits while on release time.
- d. In addition to the above, both parties mutually recognize and agree that the President of the Association be entitled up to 20 days of release time per year to attend to Association business or agreeable number of days to be confirmed no later than June 1st with the Superintendent and Principal of the school. The Association shall reimburse the Division for the full cost of the President's salary and fringe benefits while on release time.

7.06 – Sabbatical Leave

- a. Any teacher having completed five (5) years of continuous service shall be entitled to apply for sabbatical leave for a term of one year, for the purpose of improving his or her academic and/or professional educations. After having completed seven years of continuous service, he or she shall be entitled to apply for sabbatical leave for study purposes.
- b. Applications for sabbatical leave shall be filed with the Division not later than February 1st in the school year immediately prior to that for which leave is to be taken.
- c. A teacher on sabbatical leave shall receive an amount of salary mutually agreed upon up to but not exceeding 50% of his/her salary after five (5) years of continuous service, and 70% of his/her salary after seven (7) years of continuous service, of the salary for the year in which he/she applies for sabbatical leave.
- d. The number of teachers granted sabbatical leave in any one school year shall not be more than one teacher employed by the Division.
- e. Sabbatical leave shall not affect the cumulative sick leave allowance of the teacher concerned. No further sick leave shall be accumulated during the period of the sabbatical leave.
- f. Applications for sabbatical leave will be reviewed by an evaluation committee consisting of:
 - i. two teachers, appointed by the local Manitoba Teachers' Society Council,
 - ii. two trustees, appointed by the Southwest Horizon School Division Board,
 - iii. Superintendent, as chairperson.

After a thorough review of the applications, the evaluating committee will make recommendations to the Southwest Horizon School Division Board.

- g. Applications, including plans for the sabbatical leave, shall be in the hands of the Superintendent on February 1st.

The Evaluation Committee shall make recommendations to the Southwest Horizon School Division Board by March 1st.

The Southwest Horizon School Division Board shall make a decision and inform the applicants by April 1st.

- h. Other terms and conditions of the leave in respect to future service commitments or repayment in lieu of default of future service commitment, and terms deemed necessary will be negotiated and incorporated in the individual contract made with the candidate at the time of granting said leave.

7.07 – Jury Duty

A teacher who is summoned for jury duty, to perform duties on a Government Board or Commission, or subpoenaed to appear in court proceedings other than a court proceeding caused by the teacher's private affairs, shall be granted a leave of absence with pay for the required period of absence. The teacher shall make him/herself available for duty at his/her school during regular school hours when not required at court. Remuneration awarded by the Court (less transportation, meals, and lodging allowance) shall be deducted from the teacher's gross monthly pay.

The intent of "private affairs" shall include such as:

- a. particular civil suits,
- b. violations of the Highways Traffic Act where found guilty,
- c. violations of the Criminal Code where found guilty.

7.08 – Maternity/Paternity/Adoptive Leave

Effective date of signing:

- 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. Effective July 1, 2015, 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. Effective July 1, 2015 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.

7.09 – Deferred Salary Leave Plan

The Division will administer the Deferred Salary Leave Plan (D.S.L.P.) as per conditions outlined in the Ancillary Agreement and subject to the appropriate Federal Government tax ruling.

7.10 – Deduction of Salary for Absence/General Leave

General Leave

Effective the date of signing:

In all cases of absence from teaching duties other than sick leave, compassionate, family medical personal or extra-curricular days, permission of the Superintendent shall be obtained and any teacher thus absent shall have an amount equal to $1/n$, (where n = the number of days in the current school year as determined by the Minister responsible for Education) of pay deducted for each day of absence.

7.11 – Examination Leave

- a. Teachers shall be allowed leave without loss of salary for one day for each examination written during school hours for the purpose of improving their qualifications.

7.12 – Hutterian Administration Leave

Principals within the Hutterian schools shall be entitled to 1 day per semester without loss of salary to use as an administration day, to a maximum of 2 days per year and the days shall not be accumulated from year to year.

ARTICLE 8 – INSURANCE

8.01 – Group Life Insurance

- a. The Division will administer the Manitoba Public School Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan.
- b. Unless otherwise excluded, the employee's share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the Plan.
- c. Both parties agree that the terms of this Plan shall not be negotiable in future contracts unless there is mutual agreement.

8.02 – Disability Benefits Plan

Effective the date of signing:

- 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.

8.03 – Short Term Disability Benefits Plan

Effective the date of signing:

- a. The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b. All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c. Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d. The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i. Deducting premiums from the teachers;
 - ii. Enrolling newly hired 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 Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f. The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.
- g. The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.

8.04 – Manitoba Public School Employees Dental And Extended Health Benefits Plan

Effective the date of signing:

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

NOTE: The dental portion of this plan will start effective September 2016.

ARTICLE 9 – ALLOWANCES

9.01 – Travel Allowance

Any teacher who is required to travel in order to complete their teaching assignment as assigned by the Division shall be reimbursed for their travel at a rate in accordance with the Division's scale of car allowance for employees.

9.02 – Transfer of Teachers

1. There shall be consultation between the Division and a Teacher employed by it, prior to a Teacher being transferred from the school in which the Teacher is employed to a school in another locality within the Division.
2. Teachers who are transferred as set forth in clause (1), at the request of the Division, shall have their reasonable moving expenses paid by the Division.

ARTICLE 10 – PROFESSIONAL STAFF LAYOFF

1. In attempting to anticipate the development of redundant positions, the Division shall provide the Association with forecasts of enrolments and teacher requirements.
2. No teacher shall be laid off until the Division in consultation with the Association has assessed possible alternatives concerning layoffs. These alternatives could include leaves, attrition, transfer, sabbatical, job sharing, etc.
3. If after considering the above, layoffs are seen to be needed, the following criteria shall be used:
 - a. Where it is determined by the Division that a layoff is necessary and where natural attrition, transfers, leaves of absence, and sabbaticals do not affect the necessary reduction in staff, the Division shall give consideration to retaining teachers having the greatest length of service with the Division.
 - b. Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in the event of a layoff, if such a teacher does not have the necessary training, academic qualifications or experience for a specific teaching assignment.
 - c. Definitions:
 - i. 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.
 - ii. Qualifications - Refers to the classification in which a teacher is placed by the Certification and Records Branch of the Department of Education.
 - iii. Experience - The practical application of the training over a period of time with respect to the particular subject or subjects.

- iv. Length of teaching service - the teacher's length of continuous employment with the Division commencing with the first day after his or her most recent day of hiring with the Division. Approved leaves of absence shall not constitute a break in continuity of service.
- d. Written notice of any layoff and reasons therefore shall be given to the teachers being laid off no later than the first day of May.
- e. If, after layoffs have occurred, and for a period of one calendar year after the 30th of September following the date of layoff, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications and experience for the position available. Length of service with the Division shall be used to determine the order in which laid-off teachers are offered the available positions, provided that the said teachers have the necessary training, qualifications or experience.
- f. If a teacher is recalled as in (e.) above, the following shall not be affected:
 - i. Accumulated sick leave
 - ii. Seniority gained prior to being laid off, but seniority shall not be accrued for the period of time during the layoff.

ARTICLE 11 – DISCIPLINE

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

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

2. When such a difference is referred to a Board of Arbitration under Article 16, Provision for Settlement of Dispute, the Board of Arbitration shall have the power to:
 - a. Uphold the written warning(s) or suspension;
 - b. Rescind the written warning(s) or suspension;
 - c. Vary or modify the written warning(s) or suspension;
 - d. Order the Division to pay all or part of any loss of pay and/or benefits in respect of the written warning(s) or suspension;
 - e. Do one or more of the things set out in sub clause a), b), c), or d) above.
3. This Article does not apply to teacher assessment and evaluation processes done pursuant to division policy and practices and amendments thereto, except to the extent that any such assessment or evaluation is used as the basis of or in connection with disciplinary action.

ARTICLE 12 – FREEDOM FROM VIOLENCE

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

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

ARTICLE 13 – LIMITED TERM TEACHER - GENERAL CONTRACT

- a. 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 entitled retroactively to seniority and sick leave.
- b. Notwithstanding the foregoing, should the Division expect the teacher to be employed for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher – General contract.

ARTICLE 14 – DUE PROCESS FOR PRINCIPALS AND VICE-PRINCIPALS

Effective the date of signing, amend to read as follows:

- 14.01 No teacher in an administrative or supervisory position for at least two (2) years and 1 day shall suffer a reduction in salary or be transferred from such a position to another or to a non-administrative or non-supervisory position until:
 - 1. He/she has first received notice, in writing, of the specific reason(s) why such a reduction in salary or change in position is being contemplated; whereupon,
 - 2. He/she shall have the opportunity of a fair hearing to make representation in person or through his/her representative to the Board, “in camera”, to respond to the reason(s), should he/she so desire; and
 - 3. Where the teacher is not satisfied that the action taken by the Board is fair and reasonable, the Board’s action shall be deemed to be a difference between the parties or persons bound by this Collective Agreement under Article 15 Provision for Settlement of Differences.
- 14.02 If a principal is transferred which results in a lower allowance under Article 5.05, his/her allowance shall not be reduced for a period of one (1) year following said transfer. At the end of the one (1) year period the salary will be adjusted in accordance with the salary schedule outlined in Article 5.05.

ARTICLE 15 – SETTLEMENT OF DIFFERENCES

Any difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into concerning its contents, meaning, application or violation, which is not settled to the satisfaction of the parties within twenty (20) teaching days from the date when the Association takes the matter up with the Division or the Division notifies the Association in writing of its desire to have the difference negotiated, shall, upon 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 (7) calendar 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 (7) calendar 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) calendar days either party may request the Manitoba Labour Board to make the appointment of a chairman.

Except as herein provided the Labor Relations Act shall apply.

ARTICLE 16 – PREPARATION TIME

Effective September, 2012, over the course of the school year, the Division will provide the equivalent of, two hundred and ten (210) minutes of preparation time for each full-time teacher per six (6) day cycle. Preparation time shall be scheduled in blocks of not less than (30) minutes, shall be exclusive of recess.

Signed and agreed on behalf of the Southwest Horizon Teachers' Association of the Manitoba Teachers' Society this 6 day of May A.D., 2021.

Originally signed by Cory Feschuk

PRESIDENT

Originally signed by Cory Skelton

NEGOTIATION
CHAIRPERSON

Signed and agreed on behalf of the Southwest Horizon School Division this 6 day of May A.D., 2021.

Originally signed by Cheryl Rushing

CHAIRPERSON

Originally signed by Kevin Zabowski

SECRETARY-TREASURER

AUXILIARY AGREEMENT

THIS AUXILIARY AGREEMENT made as of the 6 day of May, 2021

BETWEEN:

SOUTHWEST HORIZON SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated May 6, 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	\$ 38,366	\$ 42,521	\$ 46,840	\$ 56,247	\$ 60,033	\$ 63,832	\$ 66,820
1	\$ 40,346	\$ 45,142	\$ 50,052	\$ 59,268	\$ 63,344	\$ 67,249	\$ 70,411
2	\$ 42,332	\$ 47,766	\$ 53,406	\$ 62,496	\$ 66,649	\$ 70,662	\$ 73,908
3	\$ 44,301	\$ 50,386	\$ 56,758	\$ 65,741	\$ 69,960	\$ 74,072	\$ 77,419
4	\$ 46,275	\$ 53,015	\$ 60,110	\$ 69,038	\$ 73,264	\$ 77,485	\$ 80,946
5	\$ 48,261	\$ 55,635	\$ 63,470	\$ 72,349	\$ 76,567	\$ 80,904	\$ 84,462
6	\$ 50,236	\$ 58,269	\$ 66,819	\$ 75,642	\$ 79,871	\$ 84,317	\$ 87,995
7				\$ 78,945	\$ 83,180	\$ 87,730	\$ 91,525
8				\$ 82,213	\$ 86,481	\$ 91,155	\$ 95,043
9				\$ 85,229	\$ 89,785	\$ 94,562	\$ 98,576
10				\$ 87,737	\$ 92,998	\$ 97,978	\$ 102,106

STEP	EFFECTIVE JULY 1, 2019 (1.4%)						
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 38,903	\$ 43,116	\$ 47,495	\$ 57,034	\$ 60,874	\$ 64,726	\$ 67,756
1	\$ 40,911	\$ 45,774	\$ 50,753	\$ 60,098	\$ 64,230	\$ 68,191	\$ 71,397
2	\$ 42,924	\$ 48,435	\$ 54,154	\$ 63,371	\$ 67,582	\$ 71,651	\$ 74,943
3	\$ 44,921	\$ 51,092	\$ 57,552	\$ 66,662	\$ 70,939	\$ 75,110	\$ 78,503
4	\$ 46,923	\$ 53,757	\$ 60,951	\$ 70,005	\$ 74,289	\$ 78,570	\$ 82,079
5	\$ 48,937	\$ 56,414	\$ 64,358	\$ 73,362	\$ 77,639	\$ 82,037	\$ 85,645
6	\$ 50,939	\$ 59,084	\$ 67,755	\$ 76,701	\$ 80,989	\$ 85,497	\$ 89,227
7				\$ 80,050	\$ 84,344	\$ 88,958	\$ 92,807
8				\$ 83,364	\$ 87,692	\$ 92,431	\$ 96,373
9				\$ 86,422	\$ 91,042	\$ 95,886	\$ 99,956
10				\$ 88,965	\$ 94,299	\$ 99,350	\$ 103,535

STEP	EFFECTIVE JULY 1, 2020 (0.5%)						
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	\$ 39,098	\$ 43,331	\$ 47,733	\$ 57,319	\$ 61,178	\$ 65,050	\$ 68,095
1	\$ 41,116	\$ 46,003	\$ 51,007	\$ 60,399	\$ 64,551	\$ 68,531	\$ 71,754
2	\$ 43,139	\$ 48,677	\$ 54,424	\$ 63,688	\$ 67,920	\$ 72,009	\$ 75,317
3	\$ 45,145	\$ 51,347	\$ 57,840	\$ 66,995	\$ 71,294	\$ 75,485	\$ 78,896
4	\$ 47,157	\$ 54,026	\$ 61,256	\$ 70,355	\$ 74,661	\$ 78,963	\$ 82,489
5	\$ 49,181	\$ 56,696	\$ 64,680	\$ 73,729	\$ 78,027	\$ 82,447	\$ 86,073
6	\$ 51,194	\$ 59,380	\$ 68,094	\$ 77,085	\$ 81,394	\$ 85,925	\$ 89,673
7				\$ 80,451	\$ 84,766	\$ 89,403	\$ 93,271
8				\$ 83,780	\$ 88,130	\$ 92,893	\$ 96,855
9				\$ 86,855	\$ 91,497	\$ 96,365	\$ 100,456
10				\$ 89,410	\$ 94,771	\$ 99,846	\$ 104,053

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 6, 2021.

CONCURRING SIGNATORIES

Dated at Souris, Manitoba this 6 day of May, 2021.

Signed and agreed on behalf of the Division:

Originally signed by Cheryl Rushing

Chairperson

Originally signed by Kevin Zabowski

Secretary - Treasurer

Signed and agreed on behalf of the Association:

Originally signed by Cory Feschuk

President

Originally signed by Cory Skelton

Secretary

COLLATERAL AGREEMENT

THIS COLLATERAL AGREEMENT made this 6 day of May 2021

BETWEEN:

THE SOUTHWEST HORIZON SCHOOL DIVISION
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

**THE SOUTHWEST HORIZON 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 6, 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, for September, 2018, the Division shall pay monthly \$123.50 on behalf of each Employee in respect of the Dental plan, and \$124.00 on behalf of each Employee in respect of the Extended Health plan, said \$123.50 and \$124.00 being the monthly rates for family coverage under each plan, in each respective year. 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 \$119.00 on behalf of each Employee in respect of the Dental plan, and \$126.00 on behalf of each Employee in respect of the Extended Health plan, said \$119.00 and \$126.00 being the monthly rates for family coverage under each plan, in each respective year. 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 \$103.00 on behalf of each Employee in respect of the Dental plan, and \$131.00 on behalf of each Employee in respect of the Extended Health plan, said \$103.00 and \$131.00 being the monthly rates for family coverage under each plan, in each respective year. 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:

SOUTHWEST HORIZON SCHOOL DIVISION
Box 820
Souris MB R0K 2C0

To the Association:

SOUTH WEST HORIZON TEACHERS' ASSOCIATION
Box 68
Glenboro MB R0K 0X0

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 SOUTHWEST HORIZON SCHOOL DIVISION

Originally signed by Cheryl Rushing

Chairperson

Originally signed by Kevin Zabowski

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 SOUTHWEST HORIZON TEACHERS' ASSOCIATION

Originally signed by Cory Feschuk

President

Originally signed by Cory Skelton

Secretary