

**AGREEMENT**

**BETWEEN**

**KELSEY SCHOOL DIVISION**

**AND**

**KELSEY TEACHERS' ASSOCIATION**  
**OF THE**  
**MANITOBA TEACHERS' SOCIETY**

**JULY 1, 2018 - JUNE 30, 2022**

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**A G R E E M E N T   B E T W E E N**  
**Kelsey School Division**  
**and the**  
**Kelsey Teachers' Association**  
**of**  
**The Manitoba Teachers' Society**

**ARTICLE I: PURPOSE**

- 1.01 This agreement is by and between the Kelsey School Division (hereinafter referred to as the Board) and the Kelsey Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association).
- 1.02 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association, to establish a salary schedule and to establish other conditions of work resulting from the operation of said schedule, and to provide a basis for both parties to improve the professional service rendered to the taxpayers and the school children of the Kelsey School Division.
- 1.03 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act, the Education Administration Act and the Department of Education and Training Act, and is entered into the \_\_\_\_\_ day of January 2016.
- 1.04 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 1.05 Definition  
**Per Diem:** Whenever used in this Collective Agreement per diem shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year .

**ARTICLE 2: EFFECTIVE PERIOD**

This agreement shall come into force and take effect from the first day of July, 2018, and shall remain in force to June 30, 2022. Thereafter, it shall remain in force unless either party gives the other written notice by registered mail on or before April 30, 2022.

**ARTICLE 3: SALARY CLASSIFICATION**

**3.01 (a) (i) Educational Qualifications**

For the purpose of the salary schedule, members of the teaching staff shall be paid according to the classification awarded to them by Manitoba Education, except as otherwise indicated in the agreement.

Teachers with unverified qualifications and years of experience shall be paid at Class 4 with zero years experience until such time as the teacher's qualifications and experience are certified by the Department of Education, Province of Manitoba. Full retroactive payment shall be made upon receipt by the Division from the Department of Educations of verification of the teacher's qualifications and experience.

**3.01 (b) Net Salary Scale**

**September 1, 2018**      **NET FAMILY SCALE**  
1.6%

annual deduction as per Blue Cross

YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	38815	42491	46938	57463	61408	64825	68460
1	41157	44827	49640	60920	64879	68181	71812
2	43493	47164	52344	64373	68356	71536	75164
3	45401	49085	54627	67424	71829	74887	78514
4	47317	51013	56908	70478	75297	78236	81868
5	48880	52947	59196	73533	78301	81593	85217
6	50443	54871	61479	76583	81306	84945	88576
7		56795	63767	79635	84313	88296	91922
8		58727	66145	82692	87314	91647	95273
9				85743	90321	95001	98627
10				88817	93327	98354	101978

**September 1, 2019**      **NET FAMILY SCALE**  
1.4%

annual deduction as per Blue Cross

YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	39242	42970	47479	58151	62152	65616	69302
1	41617	45338	50219	61657	65671	69019	72701
2	43986	47708	52961	65158	69197	72421	76100
3	45920	49656	55276	68252	72718	75819	79497
4	47863	51611	57589	71349	76235	79215	82898
5	49448	53572	59909	74446	79281	82619	86294
6	51033	55523	62224	77539	82328	86018	89700
7		57474	64544	80634	85377	89416	93093
8		59433	66955	83734	88420	92814	96491
9				86827	91469	96215	99892
10				89944	94517	99615	103290

**September 1, 2020      NET FAMILY SCALE**

.5%

YEARS	annual deduction as per Blue Cross						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	39255	43002	47533	58259	62280	65761	69466
1	41642	45382	50287	61782	65816	69181	72882
2	44023	47764	53043	65301	69360	72600	76298
3	45967	49721	55369	68410	72899	76015	79712
4	47919	51686	57694	71523	76433	79428	83130
5	49512	53657	60026	74635	79494	82849	86542
6	51105	55618	62352	77744	82557	86265	89966
7		57578	64684	80854	85621	89680	93375
8		59547	67107	83970	88679	93095	96790
9				87078	91743	96513	100208
10				90211	94807	99930	103623

**September 2021 – COLA – Scale to be determined**

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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021.

**3.02 Increments**

Effective first day of Fall Term 2004:

- (i) Teachers shall receive annual increments as indicated in the Salary Schedule to maximum salary. The anniversary dates for increments for all teachers shall be the first day of the teaching month that follows the date on which the teacher completes a year of teaching experience.
- (ii) Teachers employed under contract on a part-time basis shall:
  - a) be paid according to their qualifications as established in Article 3.01 (a);
  - b) be paid on a rate based on the fraction of the time employed.

The service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more as recognized by Manitoba Education that teacher shall be reclassified to the next higher step of the schedule on the first day of the teaching month following such accumulation.

### **3.03 - Allowance for Additional Qualifications**

- (a) All Class I, II, and III teachers shall be paid the allowance for additional qualifications which shall be effective from the first day of the month following which evidence is filed with the Secretary Treasurer that such additional qualifications have been obtained. The exception to this is evidence submitted in September or October. The allowance, here, is paid retroactive to September 1<sup>st</sup> of the last year submitted.
- (b) In respect of all other teachers, the present mobility on the salary grid will apply if:
  - (i) Prior to commencing upon a program leading to increased qualifications, the teacher gives notice to the Division of his/her intention to do so, and
  - (ii) The Division does not within sixty (60) days of receipt of such notice, advise the teacher in writing that in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.
  - (iii) If the teacher does not so notify the Division, or if after the teacher has notified the Division, the Division advises the teacher as aforesaid, the teacher's mobility on the salary scale shall be to the higher classification for which the teacher has qualified at the step on the scale nearest to but not less than the rate of pay prior to the improved qualifications.
- (c) In coming to a conclusion that the improved qualification would not be of benefit to the educational needs of the Division, the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.
- (d) The allowance for additional qualifications shall be paid to a teacher effective from the first day of the month following which evidence is filed with the Secretary Treasurer that such additional qualifications have been obtained. The exception to this is evidence submitted in September or October. The allowance here is paid retroactive to September 1<sup>st</sup> of the year in which evidence is filed with the Secretary Treasurer.
- (e) Effective January 1<sup>st</sup>, 1986, teachers entering the Division shall be placed on the salary schedule in accordance with their qualifications as recognized by the Certification and Records Branch of the Department of Education.
  - (i) If the teacher has not changed his/her academic classification since January 1, 1986, he/she should be credited with the additional years of experience gained since that time in order to determine the salary to be paid him/her upon commencing employment with the Division.
  - (ii) If the teacher has changed his/her academic classification since January 1, 1986, the salary to be paid him/her upon commencing employment with the Division shall be determined as if the teacher had been teaching in the Division at the time of reclassification in accordance with the provisions of this article.

- (iii) A permit teacher shall be paid \$500.00 below the class the teacher would be in if the said teacher had professional training.
- (iv) In the event that a conflict arises between this clause and any other clause in the collective agreement, this clause shall be deemed to modify the other clause or clauses.

**3.04 Method of Salary Payment**

Basic Entitlement

The amount of salary earned during the school year by a teacher shall be determined by taking, as a fraction, the total number of teaching days a teacher is employed over the total number of teaching days as prescribed by the Minister of Education multiplied by the annual salary. The total salary paid for July and August shall be equal to the difference between the annual salary earned during the school year and all amounts said during the school year.

Method of Payment

- (i) All salaries will be calculated on a monthly basis but paid in twenty-four (24) approximately equal semi-monthly payments on the 15<sup>th</sup> and on or before the last day of each month.

Each month end pay stub shall indicate the total deductions taken for that month.

- (ii) Direct Deposit - the Division shall deposit the entire net pay of each teacher directly into one designated account of the financial institution of the teacher's choice. It shall be the responsibility of the teacher to notify the Division in writing of any changes in their chosen financial institution.
- (iii) Final Payments - where a teacher leaves the employ of the Board during the course of the school year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed such fraction of the salary for the whole school year as the number of teaching days employed over the number of days prescribed by the Minister for that school year.

**3.05 Allowances**

- (a) An allowance of:

<b>Fall Term 2018</b>	<b>\$911.00</b>
<b>Fall Term 2019</b>	<b>\$924.00</b>
<b>Fall Term 2020</b>	<b>\$929.00</b>
<b>Fall Term 2021</b>	<b>COLA</b>

be paid to resource teachers and teachers whose primary function is to teach children with special needs.

**September 2021 – COLA – Scale to be determined**

**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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021.**



Such teachers who are in possession of a Letter of Certification from the Department of Education and Training (Special Education Branch) shall be paid:

<b>Fall term 2018</b>	<b>\$1,366.00</b>
<b>Fall term 2019</b>	<b>\$1,385.00</b>
<b>Fall term 2020</b>	<b>\$1,392.00</b>
<b>Fall term 2021</b>	<b>COLA</b>

**September 2021 – COLA – Scale to be determined**

**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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021.**

- (b) The allowance for the work education coordinator shall be:  
\$3099.00

Excluding any other allowances in this clause and this allowance shall include expense.

- (c) The student services coordinator will receive an allowance of:  
\$10,005

**3.06 Administrative Allowances**

- a) Principal and Assistant Principal Allowance
  - i) The Principal and Assistant Principal shall be paid an allowance in addition to the basic schedule.
  - ii) The allowance will be calculated based on the number of years of experience as Principal in Kelsey School Division.
  - iii) Three or more years experience in the position of Assistant Principal in Kelsey School Division shall place an administrator at the second year of the experience scale upon first being promoted to Principal.
  - iv) Assistant Principals with less than three years experience as an Assistant Principal with the School Division shall be placed at the 1<sup>st</sup> year of the experience scale upon first being promoted to a Principal.

Sep-18                      1.60%

	<b>Assistant</b>	
	<b>Principal</b>	<b>Principal</b>
<b>Early and Middle Years</b>		
1st year of experience	<b>\$20,329.00</b>	<b>\$10,165.00</b>
2nd year of experience	<b>\$21,144.00</b>	<b>\$10,572.00</b>
3rd year of experience	<b>\$21,959.00</b>	<b>\$10,980.00</b>

	<b>Assistant</b>	
	<b>Principal</b>	<b>Principal</b>
<b>Senior Years Schools</b>		
1st year of experience	<b>\$23,585.00</b>	<b>\$11,793.00</b>
2nd year of experience	<b>\$25,050.00</b>	<b>\$12,525.00</b>
3rd year of experience	<b>\$26,524.00</b>	<b>\$13,262.00</b>

Sep-19 1.40%

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Early and Middle Years</b>		
1st year of experience	\$20,614.00	\$10,307.00
2nd year of experience	\$21,440.00	\$10,720.00
3rd year of experience	\$22,266.00	\$11,133.00

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Senior Years Schools</b>		
1st year of experience	\$23,915.00	\$11,958.00
2nd year of experience	\$25,401.00	\$12,701.00
3rd year of experience	\$26,895.00	\$13,448.00

Sep-20 0.0500%

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Early and Middle Years</b>		
1st year of experience	\$20,717.00	\$10,359.00
2nd year of experience	\$21,547.00	\$10,774.00
3rd year of experience	\$22,377.00	\$11,189.00

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Senior Years Schools</b>		
1st year of experience	\$24,035.00	\$12,018.00
2nd year of experience	\$25,528.00	\$12,764.00
3rd year of experience	\$27,029.00	\$13,515.00

Sep-21 COLA

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Early and Middle Years</b>		
1st year of experience		
2nd year of experience		
3rd year of experience		

	<b>Principal</b>	<b>Assistant Principal</b>
<b>Senior Years Schools</b>		
1st year of experience		
2nd year of experience		
3rd year of experience		

**September 2021 – COLA – Scale to be determined**

**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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021.**

b) **Allowance for Acting Principal**

When the principal and assistant-principal are absent from the school for a period of one half day or more the acting principal shall be paid:

	<b>full day</b>	<b>1/2 day</b>
	\$36.94	\$18.47

per full day of such service.

**3.07 Substitutes**

(a) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.07, Substitute Teachers.

(b) Salary

Effective 1<sup>st</sup> day of Fall Term 2018-June 2022, the salary rate for substitute teachers shall be: \$167

including vacation pay.

(c) Should a teaching substitute have consecutive teaching days of employment in one position for a period of more than five (5) full-time equivalent days, payment shall be made at the per diem rate of the substituting teacher's salary according to the schedule for his/her qualifications and experience effective on the sixth (6<sup>th</sup>) day of employment in one position.

Payment in such cases will be on the substitute rate until the teacher has presented proof of his or her qualifications. Substitution days cannot be accumulated from one assignment to another.

Substitute Qualifications

(d) In instances requiring substitutes, the Division will make every effort to hire teachers holding Permanent Professional Manitoba Teaching Certificates.

(e) Pay Periods

Substitute teachers pay periods shall end on the 15<sup>th</sup> and last day of each month. Pay dates shall be five (5) working days after the end of each pay period.

(f) Mileage

The Division shall reimburse, at the highest kilometer rate paid to other Division personnel, each substitute teacher for travel between an assignment involving two or more schools or work sites within the Division's jurisdiction if the teacher the substitute teacher is replacing normally receives this allowance.

(g) Substitute Teacher's Services Not Required

i) A substitute teacher who is called for a half day assignment, who reports, and who finds that his or her services are not required shall be paid a half-day's pay for reporting for duty.

ii) If the substitute teacher has been called in for a full day assignment, he or she shall be paid a full day's pay for reporting for duty.

- iii) In the event of an emergency closure of a school on a day the substitute was scheduled to report or early dismissal for emergency reasons, substitute teachers will be paid for the full day or portion they were scheduled to work at the applicable rate of pay.

(h) Manitoba Teachers' Society/Kelsey Teachers' Association Fees

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

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 these fees, provided however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

(i) Sick Leave

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

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

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

(j) Timetable

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.

(k) Applicable Articles of the Collective Agreement

The following articles of the current Collective Agreement shall apply to substitute teachers with amendments as noted \*:

Article 1	Purpose
Article 2	Effective Period
*Article 3.01	Educational Qualifications: *applies after qualifying period in 3.07 (c) is achieved
*Article 3.01 (b)	Salary Scale: *applies after qualifying period in 3.07 (c) is achieved
Article 5	Duty Free Meal Period
Article 10	Harassment
Article 11	Freedom From Violence
*Article 15	Disputes Concerning This Agreement: *except that: The only matters which may be grieved under Article 15 (Disputes Concerning This Agreement) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Substitute Article, and the

substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

Article 16.01

Liaison Committee

Article 17

Medical Interventions

### **3.08 Interest on Retroactive Pay**

The Division shall pay interest on net retroactive pay to all employees covered by the agreement at the rate of 5% per annum, or at the Division's current rate of borrowing, whichever is the lesser, from the period beginning date up to the date of payment of the retroactive payment.

**Interest is waived for the current agreement- July 1, 2018-June 30, 2022.**

## **ARTICLE 4: LEAVES**

### **4.01 Compassionate Leave**

Each teacher shall be allowed compassionate leave without loss of salary up to, but not exceeding, a total of ten (10) teaching days in any one school year, but not more than five (5) days on any one occasion of absence for the following:

In the case of death or serious illness to any member of the immediate family of the teacher: immediate family to include aunt, uncle, niece, nephew, father, mother, sister, brother, son, daughter, wife or husband, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law, common law spouses (as defined by Law) of the teacher.

Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

A teacher shall be granted bereavement leave up to one (1) day without loss of pay in order to attend a funeral as an active pallbearer or eulogist. The Division, at its discretion, may grant additional time to an employee to attend the funeral service where long distance travel is required.

Additional leave for compassionate reasons may be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave.

### **4.02 Educational Leave**

After a period of five years on staff, a teacher may be granted one year educational leave. Such leave shall be subject to the following conditions:

- (a) Application must be made for such leave not later than February 28th and the decision given to the teacher not later than March 31st. Leave shall become effective September 1st for a period of one year. All applications shall be reviewed by an Evaluation Committee consisting of two representatives of the Board and two representatives of the Association or one Board member

and the Superintendent and two members of the Association. The Evaluation Committee will make a recommendation to the Board of Trustees regarding such leave. The Superintendent shall notify the applicant of the Board's decision.

- (b) The number of teachers granted educational leave in any one year shall not exceed two.
- (c) The salary paid during educational leave will be determined as follows:
  - 5 years service ... 50%
  - 6 years service ... 60%
  - 7 years service ... 70%The above percentages are calculated on and applicable to the salary of the applicant at the time the application is submitted or \$31,180.00 whichever is the lessor.
- (d) Educational leave shall not constitute a break in seniority but will not count as a year of experience for the purpose of increments.
- (e) The teacher shall sign an agreement to return to his/her duties for the opening of the new school year following expiration of the leave and shall further undertake not to resign or retire from the services of the Board for the period of at least two years after his/her return. If this agreement is broken, the teacher will reimburse the board on a pro rata basis.
- (f) Educational leave salary shall be paid on a monthly basis and shall be authorized on presentation of proof of enrolment in an approved course at a recognized University or College.
- (g) On request teachers shall be allowed a maximum of two days per school year without loss of salary, for the writing of university examinations or defending a thesis or dissertation during the school year.

#### **4.03 M.T.S. Leave**

- (a) 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 any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which he/she is a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any one school year. A maximum of seventy-five (75) days in total may be taken for the purposes mentioned above during any school year by members of the Association. No additional leave of absence beyond seventy-five (75) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave. The cost of providing a substitute teacher shall be assumed by the Society and shall not be a charge upon the

Division.

***KTA Presidents Release Time***

- (b) A teacher who is elected President of the Association shall be seconded from the Division for up to 50% release time plus a further 10 days of release upon application of the Association. Application shall be made no later than May 31<sup>st</sup> for the following school year. Unusual or exceptional circumstances which preclude the making of application by the last teaching day of May shall be considered by the Division:
  - i) The Association shall reimburse the Division for all salary and benefit costs.
  - ii) A teacher who returns to active service with the Division upon completion of such a secondment of no more than two years shall be placed in the same or similar position held by the teacher prior to the secondment unless there is an agreement between the teacher and the Division to do otherwise.
  - iii) A teacher who returns to active service with the Division after more than two years shall be placed in a position for which he/she has the qualifications and ability to perform the work.

**4.04 Parenting Leave**

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

Top-Up Benefits

(a) Effective July 1, 2017 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 (gross salary means the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.

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

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

(2) if the teacher's one (1) week or five (5) day waiting period falls partially or entirely within a

non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

(3) up to fifty (50) teaching days of parental/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.

#### c) Non-Application

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

### **4.05 Personal Leave**

Effective the date of signing:

- (a) (i) Two personal leave days shall be granted at no loss of salary to a full-time teacher (a part time teacher shall be granted such leave equal to their full time equivalency) upon application to the Superintendent in conjunction with the Principal each school year for unstated personal reasons. Teachers will be allowed to carry over one (1) unused personal leave day to the next school year for an overall maximum of three (3) personal leave days in any school year.
- (ii) Additional personal leave may be granted at the discretion of the Superintendent and shall be at either no charge, or at substitute cost, or at salary per diem deduction.



- (b) A teacher who is absent from duties due to inclement weather and related travel conditions may have his/her salary reduced by the daily rate of a substitute teacher's salary for the time period involved provided that:
  - (i) The R.C.M.P. or Highways Department have closed the highway(s) to traffic
  - (ii) Regular air and ground carriers are unable to travel to The Pas and no alternate arrangements are available to the teacher because of carrier timetables.

#### **4.06 Sick Leave**

- (a) Where a teacher is sick, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave, but subject to subsection (b), the leave shall not exceed twenty (20) teaching days in any school year.
- (b) (i) Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
  - 40 teaching days in the second year.
  - 60 teaching days in the third year.
  - 80 teaching days in the fourth year.
  - 100 teaching days in the fifth year.
  - 120 teaching days in the sixth year
  - 130 teaching days in the seventh and consecutive years

In any school year where a teacher has actually taught for the Board and has exhausted all previously accumulated sick leave, the Board, upon request from such teacher, shall advance up to twenty (20) days sick leave less the accumulated entitlement already taken for that school year.

If the employment of such teacher is terminated or the sick leave advanced and used but not subsequently earned by the end of the following school year, it shall be reimbursed to or recovered by the Board at the said teacher's daily rate of pay in effect at the time the days were advanced.

- ii) The provision of twenty (20) sick days in any year shall be pro-rated in the following circumstances:
  - a) where an employee commences employment at a time other than the commencement of the fall term,
  - b) where an employee returns from a leave at a time other than the commencement of the fall term,
  - c) where an employee terminates employment during the school year for reasons other than sickness,
  - d) where an employee does not work a full school year for reasons other than sickness.

- iii) For purposes of paragraph (b) (iii), pro-rating of the twenty (20) sick days provided in any year shall be calculated as set out below:

$$\frac{\text{No. of days of actual teaching service (including paid sick days)}}{\text{Total no. of teaching days in the school year}} \times 20$$

- iv) Sick leave accumulation balances shall be rounded to the nearest whole day.
- (c) There shall be no accumulation of sick leave credited for periods of "leave of absence" and/or "educational leave."
- (d) In the event a teacher is injured during the course of other employment, the amount of sick leave payable shall be reduced by the amount of compensation, salary, or other benefits the teacher is entitled to receive as a result of that employment, provided however that the Division shall only pay an amount necessary to bring the teacher's income to the net level it would have been had he/she provided services to the Division.
- (e) For the purposes of determining sick leave under the Collective Agreement the number of days a teacher is on sick leave with pay shall be deducted from that teacher's accumulated sick leave with pay entitlement.
- (f) Teachers employed on a part-time basis and who have a contract with the Division shall be granted sick leave with pay pro-rated based on full-time equivalents.
- (g) Teachers employed on a Limited Term-General contract pursuant to the provisions of The Public Schools Act shall be entitled to sick leave during the term such contract under the same terms and conditions as teachers regularly employed by the Division but the number of days entitlement shall be in the proportion as the total number of days taught over the number of days in the current school year multiplied by twenty (20).

#### **4.07 Leave for Jury and Witness Duty**

An employee covered by this agreement, who is required to perform jury duty or appear as a subpoenaed witness in a court of criminal jurisdiction in a criminal proceeding on a day in which he/she would normally have worked, will be reimbursed by the employer for the difference between the pay received, excluding any expense money, and his or her regular salary.

An employee at the employer's discretion may be required to furnish supporting documents to his or her claim relative to the foregoing.

An employee on jury and witness leave must report for his/her regular assignment at any time he/she is not required to be available for court duty.

#### **4.08 Birthing Leave**

Leave shall be granted for two (2) teaching days without loss of pay in the case of a teacher, other than the mother, upon the birth of their child. Leave shall be granted for the actual occasion of the birth and one (1) further day's leave of absence with pay.

It shall be understood that leave of absence with pay shall be provided when the day of birth or the additional days falls on a regular school day.

#### **4.09 Deferred Salary Leave Plan**

The Division agrees to administer the Deferred Salary Leave Plan in accordance with the terms and conditions of the Plan.

The Association shall indemnify and save the Division harmless for any loss suffered in respect to any investment or investments of the Deferred Salary Leave Plan Investment Fund, whether direct loss or indirect loss.

#### **4.10 Religious Leave**

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, not later than September 30;

ii) In instances where religious holy leave days are required prior to September 30 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) days of the school year where the notice shall not be less than five (5) working days;

iii) Teachers commencing employment at a time later than September 30 and requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after commencing employment, however not later than thirty (30) days;

iv) Where the 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 in the teacher's salary classification.

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

## **ARTICLE 5: WORKING CONDITIONS**

### **5.01 *Duty Free Lunch***

Each teacher will be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each day except in case of emergency or other unforeseen circumstance. This uninterrupted meal period will be equal in duration to the mid-day intermission given to the students of the school less five (5) minutes consistent with regulations to the Education and Administration Act to a maximum of sixty (60) minutes.

During this meal period, a designated teacher, on a rotational basis, will be in attendance on call.

### **5.02 *Preparation Time***

The Division will provide a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle for full time teachers in Grades K-5. For teachers in Grades 6-8, the Division will provide a minimum of two hundred and forty (240) minutes of preparation time per six (6) day cycle. For teachers in Grades 9-12, the Division will provide a minimum of three hundred (300) minutes of preparation time per six (6) day cycle.

The Division will make every effort to schedule preparation time in blocks of not less than thirty (30) minutes.

Part-time teachers will be provided with preparation time on a pro rata basis.

## **ARTICLE 6: INSURANCE PLANS**

### **6.01 *Group Life Insurance Plan***

- 1) The Board will administer the Manitoba Public School Employees Group Life Insurance Plan, according to the terms and conditions of the Master Policy of the said plan.
- 2) 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.
- 3) All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.

### **6.02 *Disability Benefits Plan***

#### **Long Term Disability**

- 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) Any teacher shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
  - i) deducting premiums from the teachers;
  - ii) enrolling newly hired teachers in the Plan;
  - iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
  - iv) completing a premium statement to accompany premium remittances;
  - v) distributing plan information to teachers from time to time;
  - vi) completing a Disability Notification Form and submitting it to the Plan after a teacher 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 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 Disability Benefits 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 Disability Benefits Plan.

#### **Short Term Disability Plan**

The following shall be effective fall term 2010:

- 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 Association will continue to receive 5/12 of the EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

### **6.03 Dental/Extended Health Insurance**

- (1) 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*).
- (2) 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.
- (3) 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.
- (4) The Division agrees that the Division's monthly contribution to the MPSE Dental and EHB Plan(s) on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental and EHB Plan(s). Provided that an Employee may elect, in prescribed form, for reduced coverage as permitted under the terms of the Dental and EHB Plan(s) in which case the Division agrees to make monthly payments to the Employee as follows:
  - a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
  - b) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental and Extended Health Plan

to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or

- c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group Dental and/or Extended Health plan coverage, shall receive an amount equal to the monthly rate for family coverage.

## **ARTICLE 7: GROUP RRSP**

The Board will administer a group RRSP fund to which all employees of Kelsey School Division may belong.

Save and except for the deduction and remittance of contributions on a timely basis, and the express responsibilities set out in this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of this Group RRSP Plan sponsored by the Kelsey Teachers' Association.

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 contributions or exercise of other responsibilities with respect to the Group RRSP Plan.

## **ARTICLE 8: TRAINING ASSISTANCE LOAN**

### **8.01**

A training assistance loan up to \$190 per course shall be paid towards the teacher's expenses for courses of any recognized University or College. The course must be recognized by the Department of Education and Training to advance the teacher in his or her academic or professional standing. Education assistance loans will only be considered after written request is made to the Board and is approved by the Superintendent. A reply is to be given one month following the request. Only courses benefiting the School Division will be considered.

### **8.02**

One-half the amount loaned will be deducted from the loan per year for each year the teacher remains on staff in this Division following the successful completion of the course(s) until the balance owing is nil. All loan applications must be submitted before the course commences. The loan shall be made immediately following approval of the loan application.

## **ARTICLE 9: DEDUCTION OF MTS FEES**

### **9.01**

The teachers' annual fees to The Manitoba Teachers' Society shall be deducted in twenty-four (24) installments from the teachers' salary and forwarded to The Manitoba Teachers' Society in twelve (12) equal installments by the Secretary-Treasurer.

### **9.02**

The teachers' annual fees to the local Association of the MTS will be deducted from the teachers' salaries in the months of September and October. The Secretary-Treasurer will forward the sum of all deductions to the local Association by October 1st and November 1st. The local Association shall inform the Secretary-Treasurer of any changes in the local fee prior to September 1<sup>st</sup> of any year.

### **9.03**

All teachers who are not members of the MTS shall be required to pay the fees of both the local Association and the Provincial Society. The fees shall be deducted as outlined in 9.01 and 9.02.

### **9.04**

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 local Association fees, Manitoba Teachers' Society fees and/or Manitoba Teachers' Society Administrators' Council fees.

## **ARTICLE 10: HARASSMENT**

The Division and the Association recognize that the problem of harassment may exist. The parties agree that harassment will not be tolerated in the workplace or in connection with the workplace. Allegations and investigations of harassment shall be dealt with in confidence. The Division and the Association further agree that harassment by a teacher may be considered cause for disciplinary action.

For the purposes of this article harassment shall be defined as in the Manitoba Human Rights Code.

## **ARTICLE 11: FREEDOM FROM VIOLENCE**

- .01 The parties recognize the principle that all teachers should have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.
- .02 This section is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.
- .03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the School Administration.
- .04 If an act of student violence results in a student suspension, the offended member of staff shall have the option of attending the re-entry meeting with the student.

## **ARTICLE 12: EXTRA CURRICULAR ACTIVITIES**

"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, inservice sessions, marking and setting examinations, or marking schools assignments.

An eligible extra-curricular activity must have received prior approval from the school principal. The Superintendent of Schools shall adjudicate any dispute as to whether or not a specific activity qualifies under this clause.

In any school year (as per the Minister of Education and Training's definition) a teacher who participates in extra curricular activities shall be entitled to a paid leave of absence of up to two (2) days per school year, provided that at least fifty (50) hours of approved extra curricular duties performed for each one (1) day of leave or twenty-five (25) hours of approved extra-curricular duties performed for each half (.5) day of leave. Each fifty (50) hours may be accumulated over two (2) consecutive years.

The date for such leave shall be agreed upon between the principal and the teacher and reported to the superintendent.

Teachers will be allowed to carry over one (1) unused day to the next school year for an overall maximum of three (3) days leave in any school year.

## **ARTICLE 13: LAY-OFF**

Procedures for identifying teachers as surplus to staffing requirements:

- (a) Where the Board has determined that a reduction in staff is necessary, it shall identify those teachers to be laid off in accordance with the procedures set out below after determining the subject, program and administrative needs of the Board.
- (b) When the Board has determined that a reduction in staff is necessary, the Kelsey Teachers' Association shall be made aware of this necessity and the reasons for such a reduction will be communicated to the Association.
- (c) If the Board lays off a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.
- (d) For the purpose of identifying the teachers to be laid off, first consideration for lay off will be given to the least senior teacher, provided that the remaining teachers have the necessary qualifications, education, and experience to perform the work in the remaining positions.
- (e) The Board shall, as soon as possible after the commencement of the spring and fall terms, prepare a seniority list, post a copy of same in the Board office and provide a copy to the Association. Seniority shall be determined on the basis of the following criteria:
  - i) the length of continuous teaching experience with the Division;

- ii) where teachers have the same length of employment with the Division, the order on the seniority list shall be determined on the basis of total recognized teaching experience in Manitoba.
  - iii) If the length of teaching experience, as defined in (i) and (ii) is equal, the order of appearance on the seniority list shall be determined by the Board.
  - iv) For the purpose of this article, an approved leave of absence less than one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
- v) For the purpose of this article, any approved leave of absence in excess of one (1) school year shall not be deemed to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
- (f) 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.
- (g) A teacher shall lose seniority for any of the following reasons:
  - i) the teacher resigns;
  - ii) the teacher becomes employed with any school jurisdiction, as a regular full-time teacher under a statutory form contract of employment;
  - iii) the teacher fails to return to work after the termination of any leave granted him/her by the Board;
  - iv) the teacher is not re-employed within one calendar year after September 30th following the date of lay off;
  - v) the teacher's contract is terminated for cause;
  - vi) the teacher fails to comply with paragraph "l" of this policy.
- (h) Notice of lay off and a copy of this clause shall be given to the teacher by certified mail no later than the first day of May of the school year. The teacher, within ten (10) calendar days of receiving notice of lay off, shall indicate, in writing, his/her wish to be placed on re-employment list. Notwithstanding anything else in this collective agreement, failure to respond within the time limit specified in this clause shall relieve onus on the Division for that teacher's placement on the re-employment list.
- (i) Teachers who have been laid off in accordance with this article shall be placed on the re-employment list and the teacher(s) with the most seniority shall be offered the position first, providing such teacher(s) has/have the necessary qualifications, education, and experience for the available positions(s).
- (j) Teachers on the re-employment list shall have the right of recall for a period of one

calendar year after September 1st following the date of lay off.

- (k) It shall be the responsibility of the teacher at all times to keep the Board informed of his/her current address.
- (l) 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 certified mail to the last reported address given by the teacher and a teacher who is recalled from lay off shall be required to indicate, notwithstanding any other time limits in this collective agreement, within five (5) working days of the certified letter being received, his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than fourteen (14) calendar days following such notification, unless by mutual agreement. If a teacher refuses a position for which that teacher has the necessary qualifications, education, and experience, such teacher shall lose all rights to recall.
- (m) Where a teacher is recalled in accordance with paragraph "i", such teacher shall not suffer loss of:
  - i) accumulated sick leave;
  - ii) seniority gained prior to being laid off.
- (n) The lay off and recall procedures set out in this article shall have no application to teachers who have not completed more than one year of continuous paid service with the Division nor to teachers employed for a period of less than one school year on the express written understanding that the teacher will not, after completion of such time, be employed by the Board.
- (o) The Board shall not retain teachers within the categories described in "n" above where teachers subject to this article are laid off, except where consideration of qualifications, education and experience necessitates such action in order to fulfill the positions as determined by the Board in clause (a).

## **DEFINITIONS**

### ***EDUCATION***

Instruction obtained as preparation for, or continuing education within the profession of teaching which leads to development of a particular skill or proficiency with respect to a particular course(s) or subject(s).

### ***QUALIFICATIONS***

The classification in which a teacher is placed by the Teacher Certification and Records Branch of the Department of Education and Training.

### ***EXPERIENCE***

The practical application of training over a period of time with respect to a particular course(s) or subject(s).

## **ARTICLE 14: DISCIPLINE**

- (a) The Board or its designates shall have the right to suspend a teacher with or without pay subject to this Article. For the purposes of this Article, the following definition of discipline shall apply:

The imposition by the School Board or any agent thereof of a penalty of any kind on a teacher, including but not restricted to reprimands and/or suspensions but excluding termination of employment.

- (b) No teacher shall be disciplined without just and reasonable cause.
- (c) Where this School Board, or a person or persons acting on behalf of the School Board, disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just and reasonable cause, the Board's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 14.
- (d) When such a difference is referred to a Board of Arbitration under Article 14, the Board of Arbitration shall have the power to:
- i) uphold the discipline;
  - ii) rescind the discipline;
  - iii) vary or modify the discipline;
  - iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline;
  - v) do one or more of the things set out in sub-clauses (i), (ii), (iii), and (iv) above.

## **ARTICLE 15: DISPUTES CONCERNING THIS AGREEMENT**

Where there is a dispute between the parties to or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or alleged violation, the aggrieved party shall, within forty-five (45) teaching days of the event giving rise to the dispute or alleged violation, or within forty-five (45) teaching days from the date on which the grievor became aware of the event giving rise to the dispute or alleged violation, whichever is later, notify the other party in writing, stating the nature and particulars of the dispute and the solution sought.

If the dispute is not settled within ten teaching days from the date when the Association takes up the matter with the School Board or the School Board notifies the Association in writing of its desire to have the differences negotiated, the dispute shall, upon written request of either party, be submitted to an arbitration board, consisting of three members. Each of the parties to the dispute shall, within seven 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 appointment, shall meet and select a chairman mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required seven days, either party may request the Manitoba Labour Board to make the appointment of a Chairperson.

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 to the single arbitrator.

## **ARTICLE 16- COMMITTEES**

### **16.01 *Liaison/Consultation Committee***

A Liaison Committee will be established to provide a two-way channel for communication to be conducted on a regular basis. The main objective is to promote better communications, mutual respect and understanding amongst the teachers, administrators and the School Board.

The committee shall be composed of Trustees, Division Personnel and Teacher representatives. There will be a minimum of four (4) meetings per school year. Such meetings shall be held at the request of any party provided that the request is accompanied by an agenda of items to be discussed. Minutes of discussions/recommendations, etc., will be posted in all schools and distributed to all administrative personnel and trustees.

Issues should not normally be brought to a formal vote, but an arrival of general consensus should be sought. This general consensus of opinion should be presented to the Board and the Association for their consideration. The establishment and operation of the committee shall be without prejudice to the collective bargaining process. Each representative will be guaranteed freedom to perform his/her committee functions in good faith without fear of jeopardizing his/her working relations with one another.

## **ARTICLE 17 - MEDICAL INTERVENTION**

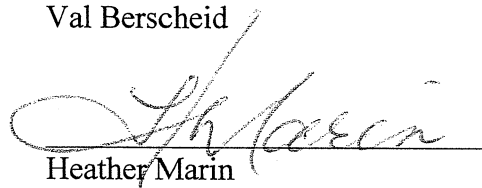
Teachers shall not be required to administer medications or perform any medical or physical procedure of a non-emergency nature.

Dated at The Pas, Manitoba this 23<sup>rd</sup> day of June 2021.

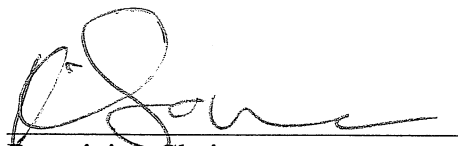
Signed and agreed on behalf of The Kelsey  
Teachers' Association of the  
Manitoba Teachers' Society.



President  
Val Berscheid



Secretary  
Heather Marin




Bargaining Chairperson  
Kim Soura

Signed and agreed to on behalf of the Kelsey  
School Division



Chairperson  
Vaughn Wadelius



Secretary-Treasurer  
Selena Mell  
KSD Superintendent (CEO)

**THIS AUXILIARY AGREEMENT**

made as of the 23<sup>rd</sup> day of June, 2021.

BETWEEN:

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

- and -

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

**WHEREAS** pursuant to a certain collective agreement dated June 23, 2021, the Division has agreed to participate in a number of insurance programs, including:

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

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

**WHEREAS** the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2018/19, 2019/20, 2020/21, and 2021/22 (COLA) school years which follow:

**September 1, 2018 Gross**

1.6%

YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	41662	45338	49785	60310	64255	67672	71307
1	44004	47674	52487	63767	67726	71028	74659
2	46340	50011	55191	67220	71203	74383	78011
3	48248	51932	57474	70271	74676	77734	81361
4	50164	53860	59755	73325	78144	81083	84715
5	51727	55794	62043	76380	81148	84440	88064
6	53290	57718	64326	79430	84153	87792	91423
7		59642	66614	82482	87160	91143	94769
8		61574	68992	85539	90161	94494	98120
9				88590	93168	97848	101474
10				91664	96174	101201	104825

**September 1, 2019 Gross**

1.4%

YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	42245	45973	50482	61154	65155	68619	72305
1	44620	48341	53222	64660	68674	72022	75704
2	46989	50711	55964	68161	72200	75424	79103
3	48923	52659	58279	71255	75721	78822	82500
4	50866	54614	60592	74352	79238	82218	85901
5	52451	56575	62912	77449	82284	85622	89297
6	54036	58526	65227	80542	85331	89021	92703
7		60477	67547	83637	88380	92419	96096
8		62436	69958	86737	91423	95817	99494
9				89830	94472	99218	102895
10				92947	97520	102618	106293



**September 1, 2020 Gross**

.5%

YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	42456	46203	50734	61460	65481	68962	72667
1	44843	48583	53488	64983	69017	72382	76083
2	47224	50965	56244	68502	72561	75801	79499
3	49168	52922	58570	71611	76100	79216	82913
4	51120	54887	60895	74724	79634	82629	86331
5	52713	56858	63227	77836	82695	86050	89743
6	54306	58819	65553	80945	85758	89466	93167
7		60779	67885	84055	88822	92881	96576
8		62748	70308	87171	91880	96296	99991
9				90279	94944	99714	103409
10				93412	98008	103131	106824

**September 2021 – COLA – to be determined**

**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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021.**

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 June 23, 2021.

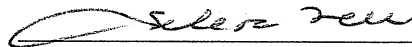
**CONCURRING SIGNATORIES**

Dated at The Pas, Manitoba this 23<sup>rd</sup> day of June, 2021.

Signed and agreed on behalf of the Division:

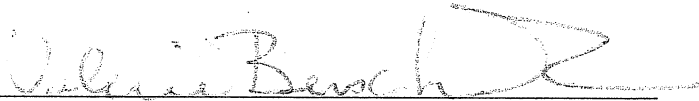


Chairperson

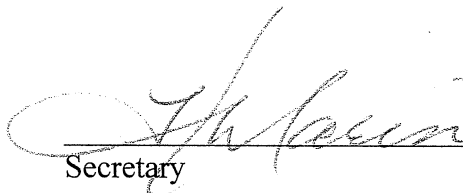


Secretary Treasurer

Signed and agreed on behalf of the Association:



President



Secretary

**THIS COLLATERAL AGREEMENT**

made this 23<sup>rd</sup> day of June 2021.

**BETWEEN:**

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

OF THE FIRST PART,

- and -

**THE KELSEY 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 June 23, 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 \$97 on behalf of each Employee in respect of the Dental plan , and/or \$16.25 on behalf of each Employee in respect of the Vision plan, and/or \$124 on behalf of each Employee in respect of the Extended Health plan. Said \$97, \$16.25 and \$124 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) **Subject to paragraph (b) which follows, for September, 2019 the Division shall pay monthly \$108 on behalf of each Employee in respect of the Dental plan, and/or \$16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee and/or \$126 in respect of the Extended Health plan. Said \$108, \$16.25 and \$126 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.**
- c) **Subject to paragraph (b) which follows, for September, 2020 the Division shall pay monthly \$119.5 on behalf of each Employee in respect of the Dental plan, and/or \$16.25 on behalf of each Employee in respect of the Vision plan on behalf of each Employee and/or \$131 in respect of the Extended Health plan. Said \$119.5, \$16.25 and \$131 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.**
- d) 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.
- e) 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:

**KELSEY SCHOOL DIVISION**  
**Box 4700 322 Edwards Ave**  
**The Pas MB R9A 1R4**

To the Association:

**KELSEY TEACHERS' ASSOCIATION**  
**Box 3904**  
**The Pas, MB R9A 1S6**

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.

Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.

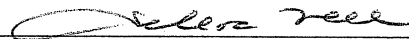
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**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 KELSEY SCHOOL DIVISION**



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



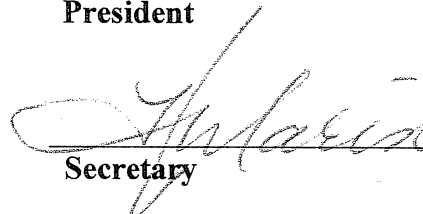
\_\_\_\_\_  
**Secretary - Treasurer**

**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 KELSEY TEACHERS' ASSOCIATION**



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



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

# LETTER OF AGREEMENT

## **Manitoba Public School Employees Dental and Extended Health Plan**

Between  
 The Kelsey School Division  
 and  
 The Kelsey Teachers' Association  
 of the  
 Manitoba Teachers' Society

**RE: Sept 2018 and Sept 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 June 23, 2018 for the members of the Kelsey 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 2018.

<b>September 1, 2018</b>		<b>NET FAMILY SCALE</b>					
	1.6%						
			\$2,847	annual benefit premium			
YEARS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	38815	42491	46938	57463	61408	64825	68460
1	41157	44827	49640	60920	64879	68181	71812
2	43493	47164	52344	64373	68356	71536	75164
3	45401	49085	54627	67424	71829	74887	78514
4	47317	51013	56908	70478	75297	78236	81868
5	48880	52947	59196	73533	78301	81593	85217
6	50443	54871	61479	76583	81306	84945	88576
7		56795	63767	79635	84313	88296	91922
8		58727	66145	82692	87314	91647	95273
9				85743	90321	95001	98627
10				88817	93327	98354	101978

**September 1, 2019**      **NET FAMILY SCALE**

1.4%

YEARS	\$3,003 annual benefit premium						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	39242	42970	47479	58151	62152	65616	69302
1	41617	45338	50219	61657	65671	69019	72701
2	43986	47708	52961	65158	69197	72421	76100
3	45920	49656	55276	68252	72718	75819	79497
4	47863	51611	57589	71349	76235	79215	82898
5	49448	53572	59909	74446	79281	82619	86294
6	51033	55523	62224	77539	82328	86018	89700
7		57474	64544	80634	85377	89416	93093
8		59433	66955	83734	88420	92814	96491
9				86827	91469	96215	99892
10				89944	94517	99615	103290

**September 1, 2020**      **NET FAMILY SCALE**

.5%

YEARS	\$3,201 annual benefit premium						
	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
0	39255	43002	47533	58259	62280	65761	69466
1	41642	45382	50287	61782	65816	69181	72882
2	44023	47764	53043	65301	69360	72600	76298
3	45967	49721	55369	68410	72899	76015	79712
4	47919	51686	57694	71523	76433	79428	83130
5	49512	53657	60026	74635	79494	82849	86542
6	51105	55618	62352	77744	82557	86265	89966
7		57578	64684	80854	85621	89680	93375
8		59547	67107	83970	88679	93095	96790
9				87078	91743	96513	100208
10				90211	94807	99930	103623

**September 2021 – COLA – Scale to be determined**

**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 (all items) change is made known, the increase will be applied retroactively to September 1, 2021**



Dated at The Pas, Manitoba this 23<sup>rd</sup> day of June, 2021.

Signed on behalf of the Kelsey School Division:

W. Wallin

**Chairperson**

Selena Neer

**Secretary – Treasurer**

Signed on behalf of the Kelsey Teachers' Association:

Ulene Benoit

**President**

J. Green

**Secretary**

**Re: July 1, 2018 – June 30, 2022 Collective Bargaining Agreement**

The Kelsey Teachers' Association of The Manitoba Teachers' Society, the Kelsey School Division and Revenue Canada Taxation recognize the additional cost of travel associated with living in the North. As such, in common with many other employees/employers in the region, a \$4,000 portion of the annual salary has been identified as northern travel allowance in the 2018-2022 Collective Bargaining Agreement.

The Kelsey Teachers' Association of The Manitoba Teachers' Society agrees to and does hereby indemnify and save the Kelsey School Division harmless for all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division administering a portion of the teacher's salary as Northern Allowance and reporting the same for tax purposes to Revenue Canada.

Signed and agreed on behalf of The Kelsey  
Teachers' Association of the  
Manitoba Teachers' Society.



President  
Val Berscheid

Signed and agreed to on behalf of the Kelsey  
School Division



Chairperson  
Vaughn Wadelius

MEMORANDUM OF AGREEMENT BETWEEN

THE KELSEY SCHOOL DIVISION

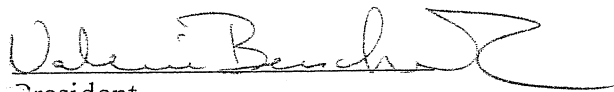
AND

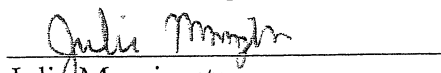
THE KELSEY TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

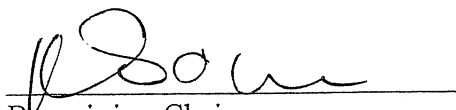
The Professional Development Committee will be a Joint Division/Association Committee composed of the Superintendent, a Trustee, the Student Services Coordinator and four Association members named by the Kelsey Teachers' Association Executive.

Dated at The Pas, Manitoba this 13 day of January 2016.


Signed and agreed on behalf of The Kelsey  
Teachers' Association of the  
Manitoba Teachers' Society.

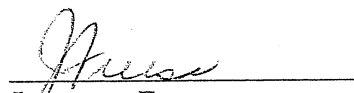
  
President  
Val Berscheid

  
Julie Morningstar  
Secretary

  
Bargaining Chairperson  
Kim Soura

Signed and agreed to on behalf of the Kelsey  
School Division

  
Chairperson  
Vaughn Wadelius

  
Jeannette Freese  
Secretary-Treasurer