2014 – 2018

COLLECTIVE AGREEMENT

THE RED RIVER VALLEY SCHOOL DIVISION

and

THE RED RIVER VALLEY TEACHERS' ASSOCIATION
of
THE MANITOBA TEACHERS' SOCIETY

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ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this agreement, The Red River Valley School Division (hereinafter referred to as the Division) and the Red River Valley Teachers' Association of The Manitoba Teachers' Society (hereinafter referred to as the Association) to improve the professional service rendered to the school children and taxpayers of The Red River Valley School Division to establish a salary schedule and to establish other conditions of employment resulting from the operation of this agreement.

ARTICLE 2: EFFECTIVE PERIOD

This agreement shall come into force and take effect as of July 1st, 2014, and remain in force until June 30th, 2018. Thereafter it shall automatically renew itself from year to year, unless either party hereto gives the other party written notice by registered mail of a desire to terminate or amend the agreement, not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the expiration thereof. It is agreed that in such a case, the parties hereto will meet within fourteen (14) days of receipt of said notice, or within such further time as the parties hereto mutually agree.

ARTICLE 3: DUES

a) The Division shall deduct from teachers the amount of regular membership fee for the Red River Valley Teachers' Association and The Manitoba Teachers' Society.

b) The Division shall deduct The Manitoba Teachers' Society membership fees in twelve (12) equal monthly instalments starting in September according to the scale of fees established by The Manitoba Teachers' Society. The Division shall remit the fees deducted for MTS within ten (10) calendar days of the deduction.

c) The Division shall deduct the local Red River Valley Teachers' Association fees in two (2) equal instalments from the October and November salary payments. The Division shall remit the fees deducted to the Red River Valley Teachers' Association within ten (10) calendar days after each deduction.

d) Teachers employed less than 1.0 FTE shall pay full Association dues in two equal payments.

e) In the case of a teacher hired after November 1st, full Association dues shall be deducted in one payment after the date of hire.

f) The Association shall notify the Division in writing by the end of June of any changes in the Red River Valley Teachers' Association local annual fees. Any such changes shall be effective on the first (1st) pay period in the following September.

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ARTICLE 3: DUES (cont'd)

g) 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 or Manitoba Teachers' Society fees.

ARTICLE 4: SETTLEMENT OF DISPUTES

Should a difference arise between the Board and any teacher(s) regarding the interpretation, meaning, operation, or application of this agreement, an earnest effort shall be made to settle the difference in the following manner:

The teacher and an Association Representative in consultation with the Superintendent shall attempt to resolve any difference prior to commencement of the formal grievance process. Any discussions at this stage shall be without prejudice to the formal grievance process.

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

Any such difference between the parties to, or persons bound by the agreement or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within ten (10) 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 written request by either party, be submitted to an Arbitration Board consisting of three (3) members. Each of the parties to the dispute shall, within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two (2) arbitrators, within a further seven (7) days after their appointment, shall meet and select a chairperson. Should the two (2) arbitrators fail to agree upon a chairperson within the required seven (7) days, either party may request the Labour Board to appoint a chairperson. Except as herein provided, the Labour Relations Act shall apply. Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply *mutatis mutandis* to the single arbitrator. The provisions of the Labour Relations Act respecting the appointment, powers, duties and decisions of arbitrators and arbitration shall apply hereto.

ARTICLE 5: AMENDMENTS

This agreement may be amended by the mutual consent of the parties to this agreement. Such amendments shall go into effect on a day mutually agreed upon.

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ARTICLE 6: SALARY SCHEDULE

First day of Fall Term 2014 2.0%

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	38,696	43,460	48,919	49,638	52,968	56,046	59,303
1	40,241	45,293	50,887	52,475	55,989	59,158	62,518
2	41,780	47,119	52,852	55,308	58,985	62,277	65,728
3	43,325	48,952	54,812	58,142	62,005	65,391	68,936
4		50,778	56,775	60,979	65,030	68,507	72,149
5			58,740	63,813	68,054	71,621	75,359
6				66,648	71,077	74,736	78,570
7				69,481	74,104	77,851	81,782
8				72,316	77,131	80,966	84,993
9				75,151	80,150	84,081	88,203
10				77,986	83,171	87,198	91,413

First day of Fall Term 2015 2.0%

First day of Fall Term 2016: 2.0%

First day of Fall Term 2017: 1.5%

January 1, 2018 1.5%

ARTICLE 7: PLACEMENT AND ADVANCEMENT

a) **Increased Qualifications**

Any teacher who improved his or her academic or professional qualifications and thereby reaches a higher salary classification shall be paid according to such improved qualifications as provided for in this agreement. The onus is on the teacher to give notice to the Division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Professional Certification Branch. When such evidence has

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ARTICLE 7: PLACEMENT AND ADVANCEMENT (cont'd)

been submitted, the salary change shall become effective the teaching month following the notification of successful completion of increased qualifications.

b) **Experience**

In the Vocational field, related work experience will be granted as follows:
Vocational: related work experience to be calculated from the time he received his journeyman's license.

One increment will be granted for each year of related work experience up to three (3) years, thereafter one (1) increment will be granted for each two (2) years of related experience up to a maximum of three (3) increments – to a maximum of six (6) increments for nine (9) years of related work experience. Total number of increments shall not be greater than the required number of increments needed to get a maximum salary. In areas of employment in which a journeyman's certificate is not issued, related work experience shall be calculated from the time the person became qualified in the area of employment. However, only those years of employment in the particular areas shall be counted as a related work experience.

c) **Statement of Placement**

For purposes of this salary schedule, the members of the teaching staff are classified according to the classification set forth by the Professional Certification Branch of Manitoba Education.

d) **Advancement on the Salary Schedule**

Teachers shall receive an increment increase on the earlier of September 1st or February 1st following the date on which the teacher completes a year of teaching experience as recognized by Manitoba Education.

e) **Teachers on Letter of Authority**

Teachers hired on Letter of Authority or on Permit shall be placed on the salary schedule one (1) class below the class where such teachers would be placed if they had completed their professional training.

ARTICLE 8: SUBSTITUTE TEACHERS

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

b) In the event that a substitute teacher substitutes continuously for the same regular full-time or part-time teacher for six (6) consecutive days, the substitute will be paid for each day taught at the per diem rate (to be calculated as 1/x of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule

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ARTICLE 8: SUBSTITUTE TEACHERS (cont'd)

of the current collective agreement, where x = the number of days in the current school year.)

This rate of pay shall be retroactive to and shall include the first (1st) day of the extended substitute teaching and shall continue in effect until the end of the extended teaching assignment.

A substitute teacher who has been employed for at least twenty (20) days of substitute teaching in the same assignment shall on the twenty-first (21st) day be signed to a limited term contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.

c) The following rates shall apply for substitute teachers

Effective first day of Fall Term 2014

Class 1-3:	$141.27	Per day
Class 4-7:	$162.45	Per day

Effective first day of Fall Term 2015

Class 1-3:	$144.10	per day
Class 4-7:	$165.69	per day

Effective first day of Fall Term 2016

Class 1-3:	$146.98	Per day
Class 4-7:	$169.00	Per day

Effective first day of Fall Term 2017

Class 1-3:	$149.18	Per day
Class 4-7:	$171.54	Per day

Effective January 1, 2018

Class 1-3:	$151.42	Per day
Class 4-7:	$174.12	Per day

The above rates are inclusive of vacation pay.

d) Sick Leave

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

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

ARTICLE 8: SUBSTITUTE TEACHERS (cont'd)

For purposes of sick leave, an assignment shall be defined as continuously substituting for the same regular full time or part time teacher.

e) Manitoba Teachers' Society fees shall be deducted from a substitute teacher's pay monthly. Local Association dues shall be deducted at the rate of $3.00 monthly, and remitted at the end of the school year.

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 or Manitoba Teachers' Society fees.

f) Substitute teachers are paid on the 15th of the month following the month during which they worked.

g) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 8 – Substitute Teachers.

h) The only matters that may be grieved under Article 4 – Settlement of Disputes, 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.

i) The timetable of the substitute teacher unless otherwise determined at the time of the assignment or except in unforeseen circumstances shall normally be the same as the timetable of the teacher who is being replaced.

j) Effective date of signing, the following Articles in this Collective Agreement also apply to substitutes:

Article 1	Purpose
Article 2	Effective Period
Article 4	Settlement of Disputes – (only to clauses that apply to substitute teachers)
Article 5	Amendments
Article 6	Salary Schedule
Article 7	Placement and advancement
Article 24	Duty Free Lunch
Article 25	Complaints Against Teachers.

ARTICLE 9: PART-TIME TEACHERS

a) The basic salary of each teacher employed on a part-time basis shall be pro rata of the applicable annual schedule rate and shall be governed by the same provisions as the salary of any other teacher covered by the agreement.

ARTICLE 9: PART-TIME TEACHERS (cont'd)

b) Working conditions and benefits of teachers employed on a part-time basis shall be pro-rated.

c) Part-time teachers shall participate in school activities that occur during the regular school day when required by the Division. When the Division makes such requirement the part-time teacher shall receive a pro-rata share of their salary rate for the time spent participating in the activities during the regular school day, which is over and above the teacher's regular scheduled teaching time.

ARTICLE 10: ADMINISTRATIVE ALLOWANCES

A Principals

Effective the first day of Fall term 2014 principals shall be paid a base allowance of three thousand two hundred twenty-three dollars and eighty-four cents ($3,223.84) per school year, and an administrative allowance of six hundred seventy dollars and twenty cents ($670.20) per FTE Teacher supervised.

Effective the first day of Fall term 2015 principals shall be paid a base allowance of three thousand two hundred eighty-eight dollars and thirty-two cents ($3,288.32) per school year, and an administrative allowance of six hundred eighty-three dollars and sixty cents ($683.60) per FTE Teacher supervised.

Effective the first day of Fall term 2016 principals shall be paid a base allowance of three thousand three hundred fifty-four dollars and eight cents($3,354.08) per school year, and an administrative allowance of six hundred ninety-seven dollars and twenty-eight cents ($697.28) per FTE Teacher supervised.

Effective the first day of Fall term 2017 principals shall be paid a base allowance of three thousand four hundred four dollars and forty cents ($3,404.40) per school year, and an administrative allowance of seven hundred and seven dollars and seventy-four cents ($707.74) per FTE Teacher supervised.

Effective January 1, 2018 principals shall be paid a base allowance of three thousand four hundred fifty-five dollars and forty six cents ($3,455.46) per school year, and an administrative allowance of seven hundred eighteen dollars and thirty-five cents ($718.35) per FTE Teacher supervised.

B Vice Principals

a) A vice principal will be assigned to a school with a full time equivalent student count over 280 students. The school will be allocated vice principal time in proportion to the number of full time equivalent students in excess of 280 students.

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ARTICLE 10: ADMINISTRATIVE ALLOWANCES (cont'd)

b) A vice principal employed as an administrator on a 75% or more basis shall receive 60% of the Principal's allowance.
A vice principal employed as an administrator on a 50% to 74% basis shall receive 45% of the Principal's allowance.
A vice principal employed as an administrator on a 49% or less basis shall receive 25% of the Principal's allowance.

c) Notwithstanding the above, the School Division may assign Vice Principals in any school.

C Designated Teacher

a) During the absence of a school administrator, payment of an allowance of fifty percent (50%) of the regular principal's allowance shall be paid to the teacher designated by the Superintendent.

b) If the school administrator is absent in the forenoon or afternoon, the teacher designate shall be paid for one-half (1/2) day. If the school administrator is absent in the forenoon and afternoon, the teacher designate shall be paid for the full day.

c) When the Division requests a school administrator to be absent from the building for a period of one-half day or more, at the discretion of the school administrator, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the Designate teacher.

D Student Services Co-ordinator

Effective the first day of Fall term 2014, the Co-ordinator of Student Services shall be paid $8,509.72 per annum. A part time co-ordinator shall be paid on a pro-rated basis.

Effective the first day of Fall term 2015, the Co-ordinator of Student Services shall be paid $8,679.91 per annum. A part time co-ordinator shall be paid on a pro-rated basis.

Effective the first day of Fall term 2016, the Co-ordinator of Student Services shall be paid $8,853.51 per annum. A part time co-ordinator shall be paid on a pro-rated basis.

Effective the first day of Fall term 2017, the Co-ordinator of Student Services shall be paid $8,986.31 per annum. A part time co-ordinator shall be paid on a pro-rated basis.

Effective January 1, 2018, the Co-ordinator of Student Services shall be paid $9,121.11 per annum. A part time co-ordinator shall be paid on a pro-rated basis.

E Technology Co-ordinator

Effective First day of Fall term 2014, the Technology Co-ordinator shall be paid $6,229.71 per annum. A part-time co-ordinator shall be paid on a pro-rata basis.

ARTICLE 10: ADMINISTRATIVE ALLOWANCES (cont'd)

Effective First day of Fall term 2015, the Technology Co-ordinator shall be paid $6,354.30 per annum. A part-time co-ordinator shall be paid on a pro-rata basis.

Effective First day of Fall term 2016, the Technology Co-ordinator shall be paid $6,481.39 per annum. A part-time co-ordinator shall be paid on a pro-rata basis.

Effective First day of Fall term 2017, the Technology Co-ordinator shall be paid $6,578.61 per annum. A part-time co-ordinator shall be paid on a pro-rata basis.

Effective January 1, 2018, the Technology Co-ordinator shall be paid $6,677.29 per annum. A part-time co-ordinator shall be paid on a pro-rata basis.

ARTICLE 11: ALLOWANCE FOR COURSES

For teachers on staff and for teachers coming on staff, tuition fees shall be paid for professional and university courses taken upon request of the Superintendent and successfully completed, provided the teachers remain on staff for the full coming period of one (1) year.

ARTICLE 12: PAYMENT OF SALARY

a) Teachers covered by this agreement shall be paid on the basis of twelve (12) monthly payments. Payments received for September to December shall equal one-twelfth (1/12) of the applicable salary rate of the Fall Term salary schedule. Payments received for January to June shall equal one-twelfth (1/12) of the applicable salary rate of the Spring.

b) Term salary schedule. Payment received for July and August shall be calculated as follows: (Gross Pay Earned [GPE] less Gross Pay Received)/2:

$$GPE = \frac{\#\text{ of Days Taught Fall Term}}{\#\text{ of Days in School Year}} \times \text{Fall Term Salary} + \frac{\#\text{ of Days Taught Spring Term}}{\#\text{ of Days in School Year}} \times \text{Spring Term Salary}$$

July and August cheques shall be dated the last teaching day in June.

c) The Division shall deposit the entire monthly net pay of each teacher directly into one (1) designated account of the financial institution of the teacher's choice.

d) The above payments shall be paid the last teaching Friday of each month, except the months of December, March and June when payment shall be made contingent upon the completion of the contracted duties. Further, the payments for July and August shall be payable at the same time as the June payment.

ARTICLE 13: INTEREST ON RETROACTIVE PAY

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 to the date of actual payment. The interest shall be computed at the lesser of eight (8%) per annum or the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date. If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be paid at a rate equal to that paid by the Chartered Bank in Morris, on Bonus or Premium Savings Accounts.

ARTICLE 14: EMPLOYMENT INSURANCE PREMIUM REDUCTION

In the event that the Division becomes eligible for an Employment Insurance rebate, the Division shall remit five-twelfths (5/12) teachers' share to the Red River Valley Teachers' Association treasurer to be made in two (2) instalments per year, on July 15th and January 15th. Effective January 1, 2015, the Division shall refund the Association, in two installments per year, on July 15th and January 15th the whole of the additional rebate allowable under the Employment Insurance Act that is attributed to the Short Term Disability Plan.

ARTICLE 15: DIVISION ADMINSTRATION OF BENEFIT PLANS

The Division will administer the benefit plans as outlined in Articles 16, 17, 18, 19, 20, 21 and 40.

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 administration of the above mentioned benefit plans.

ARTICLE 16: 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 said plan.

b. The teachers' share of premiums shall be deducted at source for all participants in the plan.

c. All teachers coming on staff after the effective date of the implementation of the Plan shall be required to participate in the Plan, unless granted exclusion by the trustees for the Manitoba Public School Employees Group Life Insurance Plan.

ARTICLE 17: DISABILITY BENEFITS PLAN

a. The Division agrees to administer The Manitoba Teachers' Society Group Disability Benefits Insurance Plan.

ARTICLE 17: DISABILITY BENEFITS PLAN (cont'd)

b. The premiums shall be deducted at source for all participants in the Plan.

c. All teachers coming on staff after the effective date of the implementation of the Plan shall be required to participate, unless exclusion is granted by the Trustees of the Plan.

ARTICLE 18: DENTAL PLAN

a. Effective September 1st, 2003, the Division will participate in the administration of the MSBA/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as the "Dental Plan Collateral Agreement".

b. All employees covered by this Collective Agreement who are eligible under the terms of the MSBA/MTS Dental Plan shall be required to participate in the MSBA/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.

c. The cost of the MSBA/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.

d. The Division agrees that the Division's monthly contribution to the Dental Plan on behalf of each employee will be based on 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 Plan). Provided that prior to the beginning of the plan year an employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make bi-weekly payments to the employee as follows:

(1) An employee with no more than one (1) 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 (1) 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 (1) dependent only;

(2) 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 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;

(3) 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 dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

ARTICLE 19: EXTENDED HEALTH BENEFITS PLAN

The Division will administer a group health benefit plan, selected by the Association, by making the required deduction from participating teachers and remitting same to the carrier.

ARTICLE 20: REGISTERED RETIREMENT SAVINGS PLAN

The Division agrees to make R.R.S.P. deductions at source. The Association in conjunction with the Division will develop a deduction plan for R.R.S.P.'s with one (1) financial institution.

ARTICLE 21: DEFERRED SALARY LEAVE PLAN

The Division shall administer The Manitoba Teachers' Society Deferred Salary Leave Plan according to the requirements of the plan. The parties agree to append to this collective agreement a renewed Memorandum outlining administrative provisions for this Plan.

ARTICLE 22: WRITTEN WARNINGS AND SUSPENSIONS

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

1) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 4 in Settlement of Disputes.

2) When such a difference is referred to a Board of Arbitration under Article 4, the Board of Arbitration shall have the power to:

   a) uphold the discipline
   b) rescind the discipline
   c) vary or modify the discipline
   d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline
   e) do one (1) or more of the things set out in sub-clause (a), (b), (c) and (d) above.

3) This article does not apply to teacher assessment and evaluation process done pursuant to Division policy and practices and amendments thereto, except where the implementation of said policy against a person covered by this Collective Agreement is for the purposes of disciplining said person.

4) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 23: TRANSFERS

The Association recognizes the right of the Division to assign teachers employed by the Division to schools and classes under the jurisdiction of the Division. By May 31st the Division shall give notice to any teacher to be affected by a transfer. At the time of the notice, the Division shall accord the teacher opportunity to consultation, both with respect to the fact of the transfer and the details of its accomplishment.

The right to transfer shall always be exercised with due regard for the educational needs of the Division, and the interests of the teacher involved.

A teacher desiring a transfer shall make application for a transfer on or before April 15th of the school year prior to the school year for which the transfer is to be effected.

The Division shall post all teaching vacancies in the staff room of each school in the Division.

ARTICLE 24: DUTY FREE LUNCH

Each teacher shall be entitled to an uninterrupted lunch period of fifty-five (55) consecutive minutes between the hours of 11:00 a.m. and 2:00 p.m. each school day.

In order to accommodate schools where for warranted reasons a reduction in the school day is required, the fifty-five (55) minute requirement as set out in Article 24 shall be reduced to an amount that would be proportionate to the shorter school day.

A designated member of the professional staff shall be on call to deal with emergencies or unforeseen similar circumstances.

ARTICLE 25: COMPLAINTS AGAINST TEACHERS

It is agreed that should the Division receive any serious complaint regarding a teacher in its employ, the Division shall immediately communicate said complaint, in writing, to the teacher concerned, and shall, before passing judgment afford the teacher an opportunity to make a personal presentation of his or her case in refutation. In such case, the teacher may obtain assistance in presenting his or her case from a fellow teacher or from the General Secretary of The Manitoba Teachers' Society (Section 92, subsection 4 of the Public Schools Act).

ARTICLE 26: LAYOFF/RECALL

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

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ARTICLE 26: LAYOFF/RECALL (cont'd)

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

c. **Definitions**

(1) **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.

(2) **Academic Qualifications**: refers to the classification in which a teacher is placed by the Professional Certification Branch of Manitoba Education.

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

(4) **Ability:** a teacher's demonstrated skill and competence to satisfactorily and proficiently perform a particular assignment after having acquired the necessary training and/or academic qualifications and/or reasonably current experience.

(5) **Seniority:** it shall be determined as follows:

i) the teacher's continuous employment with the Division as defined in c(6) of this article.

ii) where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total length of employment with the Division.

iii) where teachers have the same length of service as in (ii), the length of teaching experience shall be determined on the basis of total teaching employment in Manitoba.

iv) where teachers have the same length of service as in (iii) above, the length of teaching service shall be determined on the basis of total teaching service recognized by the Professional Certification Branch of Manitoba Education.

v) if the length of teaching service as in (iv) above is equal, the order of the teachers' listing on the seniority list shall be determined by the Division.

(6) **Continuous Employment With The Division**:

The teacher's continuous employment with the Division including employment with Morris Macdonald, Red River and Red River Valley School Divisions from

ARTICLE 26: LAYOFF/RECALL (cont'd)

the date of hire under one (1) or more successive regular or temporary contracts as long as there is no break in actual teaching service between contracts.

i) A teacher shall retain and accrue seniority if absent from work because of:

* an approved leave of absence up to two (2) years of consecutive leave at any one time; or** an approved leave of greater than two (2) years as may be mutually agreed upon, for compassionate reasons, by the Superintendent and the Association.

ii) A teacher shall retain but not accrue seniority if the teacher is:

* on an approved leave of absence for a period greater than two (2) consecutive years, with the exception of the provisions outlined in this article.

** laid off for a period of time less than that set out in (j) 4 of this article.

(7) **Regular Contract:** Form 2 or any other similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.

(8) **Temporary Contract:** Form 2A or any other similar or subsequent form approved by the Minister of Education for the temporary employment of teachers.

d. The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. Such list shall be posted in each school by January 1st of each school year and a copy shall be sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until January 31st of that year. In the event of an omission or incorrect listing being brought to the Division's attention after January 31st, the teacher shall be permitted to protest any alleged omission or incorrect listing at the next scheduled posting of the list.

e. In the event of a layoff, the Division shall meet with the Executive of the Association thirty-one (31) days prior to the notification of layoff to discuss the implications of the layoff and shall provide the Association with a list of teachers to be laid off.

f. Notice of layoff shall be given to the teacher by registered mail no later than the first (1st) day of May of the school year. The Division shall place the teacher's name on the recall list.

g. If after layoffs have occurred and for a period of one (1) calendar year after the 30th day of September following the date of the layoff, teachers who have been laid off shall be offered the position first when positions become available, provided such teachers have the necessary training and/or academic qualifications and/or experience and/or ability for

ARTICLE 26: LAYOFF/RECALL (cont'd)

the positions available. Seniority 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 and/or academic qualifications and/or experience and/or ability.

h. It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher, and a teacher who is recalled from layoff shall be required to indicate within fourteen (14) working days from the receipt of registration of same, his/her intent to return to work and shall be required to return to work on the date set out in the notice, which date shall not be less than fourteen (14) working days following such notification unless by mutual agreement.

i If a teacher is recalled as provided in (g) of this article, the following shall not be affected:

(1) accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of the layoff;

(2) seniority.

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

(1) the teacher resigns;

(2) the teacher is employed by another school division as a full time teacher on a Form 2, or equivalent full time contract, approved by the Minister, except those teachers who are employed full time on such a contract for a limited term not to exceed one (1) year;

(3) the teacher fails to return to work after the termination of any leave granted by the Division;

(4) the teacher is not re-employed within one (1) calendar year after September 30th following the date of layoff;

(5) the teacher's contract is terminated for cause;

(6) any teacher on the re-employment list who refuses to accept a position, determined by the Division, for which the teacher has the necessary training and/or academic qualifications and/or experience and/or ability to perform the work offered, shall forfeit all right of seniority and re-employment subject to the exception contained in i(2) hereof. In circumstances as outlined in i(2) of this article, refusal to accept employment shall forfeit all claims to the position offered.

ARTICLE 26: LAYOFF/RECALL (cont'd)

k. If the Division terminates the contract of any teacher because that teacher is surplus, the Division shall, at the request of the teacher, provide the teacher with a letter to that effect.

l. Notwithstanding any other provisions of this article, the foregoing layoff provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one (1) year or to teachers employed for a specific term where during the term the teacher is employed on the express written understanding that such teacher will not, after the completion of such term, be employed by the Division. In case of layoff, these teachers will be declared redundant first.

ARTICLE 27: PREPARATION TIME

Effective September 2012

a) Over the course of the school year, the Division will provide the equivalent of a minimum of thirty (30) minutes per day of preparation time per full time teacher. Preparation time shall be scheduled in blocks of not less than thirty (30) minutes and be exclusive of recess. The division will make an effort to make prep time available on a daily basis.

b) Part time teachers will be provided preparation time prorated upon the percentage of their teaching assignment.

c) A reduction of preparation time or a loss of preparation time may take place only after consultation with the affected teacher.

d) It is expected that teachers will remain within the school grounds during their preparation time.

ARTICLE 28: EXTRA CURRICULAR ACTIVITIES

a) "Extra curricular activities" for the purpose of this collective agreement means student-related athletic, social, recreational and cultural activities, occurring with the written approval of school administration outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone or with students, parents or administrative staff, such as (without limitation) staff meetings, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

b) The parties acknowledge the importance of extra curricular activities as an integral part of each student's educational experience.

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

ARTICLE 28: EXTRA CURRICULAR ACTIVITIES (cont'd)

d) In any school year (as per the Minister of Education's definition), a teacher shall be entitled to a paid leave of absence of one (1) day provided that he or she performs forty-five (45) hours to a maximum of three (3) days leave for one hundred thirty-five (135) hours of eligible extra curricular duties during a school year. A part time teacher shall be entitled to the equivalent time off as a full time teacher. The date for such leave shall be agreed upon between the teacher and the principal.

e) A teacher who accumulates at least forty-five (45) hours under clause (d) and where such forty-five (45) hours are not accumulated until after April 30th, shall be entitled to carry forward one (1) day of leave into the subsequent school year.

f) In the event a teacher does not accumulate sufficient hours to qualify for his/her leave, the teacher may carry forward those hours to the following school year. In such case, the day must be completed and used within that school year.

ARTICLE 29: SICK LEAVE

a) A full time teacher who is under contract to the Division as of the first (1st) day of the fall term shall be credited with twenty (20) days sick leave on that date. A full time teacher must actually teach for at least one day before any sick leave days are credited. A full time teacher coming under contract at a later date in the school year shall be credited with a pro rata share of twenty (20) days, calculated to the closest whole day. A regular part time teacher is entitled to a pro rata share of twenty (20) days sick leave per year and the principle of accumulation, and the total to be accumulated applies to a full time teacher.

b) The Division may require that the sickness be certified by a physician or duly qualified medical practitioner.

c) 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:

forty (40) days in the second (2nd) year
sixty (60) days in the third (3rd) year
eighty (80) days in the fourth (4th) year
one hundred (100) days in the fifth (5th) year
one hundred twenty-five (125) days in the sixth (6th) and subsequent years

d) The amount of sick leave benefits payable to any teacher hereunder shall be reduced by the amount of any compensation or other similar benefits received by such teacher as a result of any illness or injury sustained by such teacher while he or she was engaged in any employment outside of teaching.

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ARTICLE 29: SICK LEAVE (cont'd)

e) Sick leave is not payable to a teacher;

i. Who, while receiving sick leave benefits, is engaged in employment for wage or profit with another employer, except when such employment occurs as a result of a program of rehabilitative employment approved by the Disability Benefits Plan.

f) **FAMILY LEAVE**

Each teacher shall be entitled to use up to five (5) days of accumulated sick leave per school year to attend to the illness, injury or medical appointments of the teacher's spouse, common-law partner, children, parents, brother or sister whether the family member is natural, in-law, step or foster. No more than four (4) consecutive days may be used for this purpose. Where such cases occur, and both persons of a particular family member as stated above are teachers within the scope of this Agreement, both persons may not access the provision of this article concurrently. Every effort shall be made to schedule medical appointments outside of school hours.

ARTICLE 30: COMPASSIONATE LEAVE

a) Each teacher shall be entitled to compassionate leave without loss of salary up to four (4) days in case of death or serious illness of any member of his or her family, that is: the teacher's spouse, common-law partner, children, parents, brother or sister whether the family member is natural, step or foster, or any relative who has lived regularly in the teacher's home.

b) Each teacher shall be entitled to compassionate leave without loss of salary up to three (3) days in case of death or serious illness of any member of his or her immediate or closely related family, that is: grandfather, father-in-law, grandmother, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandchild.

c) A teacher shall be granted up to one (1) regularly scheduled work day's leave without loss of salary to attend the funeral of an aunt, uncle, niece or nephew of the teacher.

d) One (1) day referred to in a) and b) above may be retained at the employee's request for use in the instance where actual interment or cremation occurs at a later date.

e) A teacher shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend a funeral as a pallbearer.

f) Serious illness will be defined as any illness requiring the services of a doctor or a hospital on an emergency basis. Written certification of such a service will be required to verify the absence. The intent of this article is not to grant compassionate leave for scheduled doctor's appointments.

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ARTICLE 30: COMPASSIONATE LEAVE (cont'd)

g) The Division at its discretion may grant leave other than provided within this clause. . In each case, the teacher shall make the request to and receive approval from the Superintendent prior to taking such leave.

ARTICLE 31: PARENTING LEAVE

Parenting leave of two (2) days without loss of pay shall be granted to any teacher on the birth of his or her spouse/partner's child. One (1) of these two (2) days shall be on the day of the birth of the child.

ARTICLE 32: ADOPTIVE LEAVE

A teacher shall be granted one (1) day of leave without loss of pay for the adoption of a child. This leave may be taken within the first two (2) weeks of actual placement of the adopted child in the home of the teacher.

ARTICLE 33: MATERNITY, PARENTAL AND ADOPTIVE LEAVE AND SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFIT PLAN (SEB)

a. Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental leave in accordance with this article.

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

c. 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.

d. A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.

e In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:

1. For the first two (2) weeks, payment equivalent to ninety percent (90%) of her gross salary, and

2. Up to fifteen (15) additional weeks payment equivalent to the difference

ARTICLE 33: MATERNITY, PARENTAL AND ADOPTIVE LEAVE AND SUPPLEMENTARY EMPLOYMENT INSURANCE BENEFIT PLAN (SEB) (cont'd)

between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of her gross salary.

f. Effective Date of Signing: A teacher taking adoptive or parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.

g. In respect of the period of adoptive or parental leave, payment made according to the SUB Plan will consist of the following:

1. For the first two (2) weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served or payment equivalent to ninety (90%) of gross salary: and

2. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.

ARTICLE 34: LEAVE OF ABSENCE

a) Any teacher may be granted, upon the teacher's request and approval by the Division, a leave of absence without pay. All applications for such leave shall be submitted to the Superintendent.

b) During the leave, the teacher may continue participation in group benefits, if permissible under the benefit plans, and shall pay one hundred percent (100%) of the premiums.

ARTICLE 35: PERSONAL LEAVE

A total of up to three (3) days of personal leave shall be granted by the Superintendent for warranted personal reasons. There shall be no deduction from the teacher's salary for the first (1st) and second (2nd) days taken in any school year; however, the third (3rd) day, if taken, shall be a deduction of the actual cost of a substitute if required. Additional days of leave with or without pay may be granted at the discretion of the Division.

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

ARTICLE 36: JURY DUTY

Any teacher employed by the Division, subpoenaed to appear as a witness in court proceedings or summoned for jury duty, shall be paid his or her regular salary, minus those payments (other than those for food, travel or room) from the court.

ARTICLE 37: EXECUTIVE LEAVE

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 the Society to attend a meeting of the committee for which the teacher is a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes for not more than a total of ten (10) teaching days in any one (1) school year, provided that a substitute satisfactory to the Division can be secured, and the cost of providing such a substitute is assumed by the Society. A maximum of forty-five (45) 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 forty-five (45) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division, which consent shall not be unreasonably withheld. In all cases the teacher shall notify the Division ten (10) working days prior to taking such leave, wherever possible.

ARTICLE 38: LOCAL ASSOCIATION PRESIDENT'S RELEASE

The Division shall provide scheduled release time in an amount of 0.25, 0.50, 0.75, or 1.00 FTE as determined by the Association. The Association agrees to advise the division of the individual serving as President and the FTE portion prior to May 20th so that adequate scheduling can be made. In addition, when the President of the Association is released for less than 1.0 FTE, they shall also be excused from school duties for not more than a total of ten (10) teaching days in any one (1) school year. Costs related to President's Release time and the additional ten (10) days shall be paid for by the Association.

ARTICLE 39: RIGHT TO REPRESENTATION

A teacher shall have the right to have an Association representative present during any disciplinary meeting or a formal investigation interview. The teacher shall have the opportunity to contact the school representative, local association representative, or MTS for representation at the meeting.

ARTICLE 40: SHORT TERM DISABILITY PLAN

Effective the January 1st after signing of this agreement:

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.

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ARTICLE 40: SHORT TERM DISABILITY PLAN (cont'd)

b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.

c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.

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

i. Deducting premiums from the teachers;
ii. Enrolling newly hired teachers in the Plan;
iii. Completing a premium statement to accompany premium remittances;
iv. Distributing plan information to teachers from time to time;
v. Completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent from teaching and where the sickness or disability may result in the filing of a claims or benefits, as per the requirement of the plan;

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

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

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

Signed and agreed on this 28 day of November, 2014, on behalf of:

The Red River Valley School Division

Chairperson

Secretary-Treasurer

Red River Valley Teachers' Association of The Manitoba Teachers' Society

President

Collective Bargaining Chairperson

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Effective date of signing, all teachers employed at St. Malo, Heritage Immersion, and Suncrest Schools on a permanent contract and currently receiving the multi grade allowance as previously defined in Article 11 shall be grandfathered to continue receiving the multi grade allowance in the current Collective Agreement. The teachers shall receive the allowance only while assigned to one of the schools indicated above.
Teachers hired after the date of signing will not be eligible to receive the allowance.

** for reference purposes only. Article 11 to be deleted from collective agreement*
(ARTICLE 11: MULTI GRADE

Teachers in grades K to 8, who teach (2) grades or more during the same time and in the same room at St. Malo, Heritage Immersion, and Suncrest Schools shall be paid an allowance as follows:)

Effective first day of Fall term 2014	
75% to 100% FTE	$882.89
50% to 74% FTE	$587.66
25% to 49% FTE	$293.82

Effective the first day of Fall term 2015	
75% to 100% FTE	$900.55
50% to 74% FTE	$599.42
25% to 49% FTE	$299.70

Effective first day of Fall term 2016	
75% to 100% FTE	$918.56
50% to 74% FTE	$611.40
25% to 49% FTE	$305.69

Effective first day of Fall term 2017	
75% to 100% FTE	$932.34
50% to 74% FTE	$620.57
25% to 49% FTE	$310.28

Effective January 1, 2018	
75% to 100% FTE	$946.32
50% to 74% FTE	$629.88
25% to 49% FTE	$314.93

The above percentages refer to portions of a regular full-time teacher's workload.

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List of teachers employed on permanent contract and assigned to a multi grade classroom on the date of signing.

Suncrest School

Mary Campbell

Heritage Immersion

Diane Sarrasin
Liane Ouimet
Rachelle Lamoureux
Rachelle Law
Lynne Lambert
Jacques Deniset
Charmaine Lariviere

St. Malo

Olivia Bessas
Alison Palmer
Denise Seward
Carmen Maynard
Joel Fouasse
Lindsay Gustafson
Cara Stefanyshyn
Rachael Plummer (Mont)
Danielle Cahill

Signed and agreed on this 28 day of this November, 2014, on behalf of:

Red River Valley School Division

Chairperson

Secretary-Treasurer

Red River Valley Teachers' Association of The Manitoba Teachers' Society

President

Collective Bargaining Chairperson

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplemental Unemployment Benefit Plan per Article 33.

1. The maternity leave period which is eligible for payment under this article is the first seventeen (17) weeks (the two (2) week waiting period and the next immediate fifteen (15) weeks).

2. Where any portion of the seventeen (17) weeks referenced in (1) above falls during the summer, Christmas break, Spring break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits pursuant to Article 33.

3. A specific application or registration for a Supplemental Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.

4. Subject to the qualifying period, as set out in paragraph (6), where a teacher had commenced her maternity leave prior to May 1, 2002 and a portion of the first seventeen (17) week falls after the start of the fall term 2002, the teacher shall be entitled to receive the paid maternity leave benefit for the portion (if any) of the first seventeen (17) weeks of maternity leave which falls after the start of the fall term 2002.

5. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.

6. The qualifying period of seven (7) teaching months must be seven (7) consecutive teaching months in the employ of The Red River Valley School Division, as per the Manitoba Employment Standards Code legislation. The full seven (7) months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period prior to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the seventeen (17) weeks referenced in (1) above which occurs after the completion of the seven (7) month qualifying period.

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MEMORANDUM OF UNDERSTANDING (continued)

7. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four (4) to six (6) weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

Entered into and dated at Morris, Manitoba, this 28 day of November, 2014.

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

Chairperson of the Division

Secretary Treasurer

Signed and agreed to on behalf of the Red River Valley Teachers' Association of The Manitoba Teachers' Society.

President

Collective Bargaining Chairperson

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE RED RIVER VALLEY SCHOOL DIVISION
AND
THE RED RIVER VALLEY TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

The Board and the Association agree to the following with regard to the Extended Health Benefit Plan, effective September 1st, 2003.

1. The Board shall administer The Manitoba Teachers' Society Extended Health Benefit Plan in accordance with the terms and conditions of the Plan.
2. Except as noted in three (3) and four (4), all employees that are eligible under the terms of the plan shall be required to participate in the plan.
3. Where an employee provides evidence of coverage for Extended Health benefits through a spousal plan, such employee shall be eligible to opt out of this plan subject to the terms of this plan.
4. An employee who works less than 0.3 shall not be required to join the plan.

Signed and agreed on behalf of:

Red River Valley School Division

Chairperson

Secretary-Treasurer

Red River Valley Teachers' Association of The Manitoba Teachers' Society

President

Collective Bargaining Chairperson

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THIS COLLATERAL AGREEMENT made this 28 day of November, 2014

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated _____, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental and 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:

    1. Subject to paragraph (b) which follows, for: September, 2014 the Division shall pay monthly $132.50

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on behalf of each Employee in respect of the Dental Plan, and/or $139.00 on behalf of each Employee in respect of the Extended Health plan, said $132.50 and $139.00 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.

a) 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.

b) 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:
RED RIVER VALLEY SCHOOL DIVISION
BOX 400, 233 MAIN STREET NORTH
MORRIS, MB
R0G 1K0

To the Association:
RED RIVER VALLEY TEACHERS' ASSOCIATION
C/O 910 PARKHILL ST
WINNIPEG, MB
R2Y 0V5

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.

DAR
D. R.

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 RED RIVER VALLEY SCHOOL DIVISION

Chairperson

Secretary - Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association.

President

Collective Bargaining Chairperson

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DR.

THIS AUXILIARY AGREEMENT made as of the 28 day of November, 2014

BETWEEN:

RED RIVER VALLEY SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated November 28, 2014, 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 2014/2015, 2015/2016, 2016/2017 and 2017/2018 school years which follow:

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2%
Increase

Year 1: 2014-15

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	41,954	46,718	52,177	52,896	56,226	59,304	62,561
1	43,499	48,551	54,145	55,733	59,247	62,416	65,776
2	45,038	50,377	56,110	58,566	62,243	65,535	68,986
3	46,583	52,210	58,070	61,400	65,263	68,649	72,194
4	-	54,036	60,033	64,237	68,288	71,765	75,407
5	-	-	61,998	67,071	71,312	74,879	78,617
6	-	-	-	69,906	74,335	77,994	81,828
7	-	-	-	72,739	77,362	81,109	85,040
8				75,574	80,389	84,224	88,251
9				78,409	83,408	87,339	91,461
10				81,244	86,429	90,456	94,671

H 2HR
B. R.

2%

Year 2: 2015-16 Increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	42,793	47,652	53,221	53,954	57,351	60,490	63,812
1	44,369	49,522	55,228	56,848	60,432	63,664	67,092
2	45,939	51,385	57,232	59,737	63,488	66,846	70,366
3	47,515	53,254	59,231	62,628	66,568	70,022	73,638
4	-	55,117	61,234	65,522	69,654	73,200	76,915
5	-	-	63,238	68,412	72,738	76,377	80,189
6	-	-	-	71,304	75,822	79,554	83,465
7	-	-	-	74,194	78,909	82,731	86,741
8				77,085	81,997	85,908	90,016
9				79,977	85,076	89,086	93,290
10				82,869	88,158	92,265	96,564

2HR
D. R.

2%

Year 3: 2016-17 Increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	43,649	48,605	54,285	55,033	58,498	61,700	65,088
1	45,256	50,512	56,333	57,985	61,641	64,937	68,434
2	46,858	52,413	58,377	60,932	64,758	68,183	71,773
3	48,465	54,319	60,416	63,881	67,899	71,422	75,111
4	-	56,219	62,459	66,832	71,047	74,664	78,453
5	-	-	64,503	69,780	74,193	77,905	81,793
6	-	-	-	72,730	77,338	81,145	85,134
7	-	-	-	75,678	80,487	84,386	88,476
8				78,627	83,637	87,626	91,816
9				81,577	86,778	90,868	95,156
10				84,526	89,921	94,110	98,495

1.5%
Increase

Year 4: September 2017

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	44,304	49,334	55,099	55,858	59,375	62,626	66,064
1	45,935	51,270	57,178	58,855	62,566	65,911	69,461
2	47,561	53,199	59,253	61,846	65,729	69,206	72,850
3	49,192	55,134	61,322	64,839	68,917	72,493	76,238
4	-	57,062	63,396	67,834	72,113	75,784	79,630
5	-	-	65,471	70,827	75,306	79,074	83,020
6	-	-	-	73,821	78,498	82,362	86,411
7	-	-	-	76,813	81,694	85,652	89,803
8				79,806	84,892	88,940	93,193
9				82,801	88,080	92,231	96,583
10				85,794	91,270	95,522	99,972

AL DLR
D.R.

1.5%

Year 4: January 1, 2018 Increase

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	44,969	50,074	55,925	56,696	60,266	63,565	67,055
1	46,624	52,039	58,036	59,738	63,504	66,900	70,503
2	48,274	53,997	60,142	62,774	66,715	70,244	73,943
3	49,930	55,961	62,242	65,812	69,951	73,580	77,382
4	-	57,918	64,347	68,852	73,195	76,921	80,824
5	-	-	66,453	71,889	76,436	80,260	84,265
6	-	-	-	74,928	79,675	83,597	87,707
7	-	-	-	77,965	82,919	86,937	91,150
8				81,003	86,165	90,274	94,591
9				84,043	89,401	93,614	98,032
10				87,081	92,639	96,955	101,472

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 November 28, 2014.

D. R.

CONCURRING SIGNATORIES

Dated at Morris, Manitoba this 28th day of November, 2014.

Signed and agreed on behalf of the Division:

Chairperson

Secretary - Treasurer

Signed and agreed on behalf of the Association:

President

Collective Bargaining Chairperson

2HR.
D.R.