

# Collective Agreement

~ between the ~



**Brandon Teachers' Association  
of the Manitoba Teachers' Society**

~ and the ~



**Brandon School Division**

~ effective~

**July 1, 2018 to June 30, 2022**

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## **ARTICLE 1 – OBLIGATION TO ACT FAIRLY**

- 1.01 In administering this agreement, the Division shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

## **ARTICLE 2 – PURPOSE**

- 2.01 The purpose of the collective agreement is to describe the working conditions, pay, benefits, and other matters negotiated between the Brandon School Division, hereinafter referred to as the Division, and the Brandon Teachers' Association, hereinafter referred to as the Association, and agreed by them. It is understood that articles contained within this collective agreement may change over time through the process of negotiation and agreement between the parties.
- 2.02 This agreement is made pursuant to provisions of The Manitoba Public Schools Act, The Labour Relations Act and The Education Administration Act and regulations thereto.

## **ARTICLE 3 – EFFECTIVE PERIOD**

- 3.01 This agreement shall become binding and take effect as from the first (1<sup>st</sup>) day of July 2018 and shall remain in full force until the thirtieth (30<sup>th</sup>) day of June 2022 and shall, thereafter, continue in effect from year to year unless either party gives to the other party by registered mail, notice of its intention to terminate or seek amendment of this agreement. Notice shall be given by either party not more than ninety (90) days and not less than thirty (30) days prior to the date of expiry of the term of the Agreement. At such time as may be mutually agreed upon, representatives of the Association and the Division shall meet for the purpose of commencing negotiations.

## **ARTICLE 4 – SCOPE**

- 4.01 Definition of a teacher: A teacher means a person who holds a valid teaching certificate, a limited teaching permit, or a school clinician's certificate under Manitoba Education or who is authorized by the Minister to teach in a school.
- 4.02 Scope: All teachers under contract with the Division come under the scope of this agreement.
- 4.03 In the event the Division establishes a new position(s) which would be covered by the collective agreement between the Division and the Association, the Division will notify the Association of its intention to staff this position and enter into negotiation for establishing a rate of pay for the new position. Should the parties not be able to agree on the appropriate rate of pay, this difference may be pursued under Article 29 of this agreement.

## **ARTICLE 5 – SUCCESSIVE TERM CONTRACTS**

- 5.01 A teacher employed by the Division on a Limited Term Teacher - General Contract for one hundred and eighty (180) or more school days in each of successive contract years and

subsequently hired on a Teacher – General Contract shall receive recognition of actual service and seniority from the signing date of the first of the Limited Term Teacher – General Contract(s) with the Division, and shall be entitled retroactively to sick leave earned but not utilized.

- 5.02 a) Any teacher employed by the Division on one or more Limited Term Teacher – General Contracts for two (2) successive full school years, whether full-time or part-time, shall be signed to a Teacher – General Contract if employed by the Division in the third consecutive school year.
- b) Any teacher employed by the Division on a Limited Term Teacher – General Contract for two (2) successive full school years and not hired on a Teacher – General Contract in the year following shall be provided with a written statement which explains why she or he was not hired again.
- c) Notwithstanding the foregoing, should the Division expect the teacher to be employed for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher – General Contract.

## **ARTICLE 6 – CLASSIFICATION**

- 6.01 Educational Qualifications: For the purpose of the salary schedule, members of the teaching staff shall be classified according to the classification awarded to them by Manitoba Education, Professional Certification Section, with exceptions noted hereinafter.
- 6.02 A teacher holding a valid and subsisting special certificate for vocational industrial education, vocational agriculture, or their equivalents, or special permission from the Director of Professional Certification to teach in such an area, and assigned to teach a recognized vocational program, and whose enrolment in the Red River College Vocational Teacher Education Program is not yet confirmed by Manitoba Teacher Certification and Records shall be paid a starting salary equal to the first step of the class four (4) on the current salary schedule, as provided in Article 7 – Salaries.

As soon as the Division has received these confirmations the teacher's salary shall be adjusted retroactively to his or her placement on the salary scale as stipulated in Article 6.03.

If the employee is recognized as less than class four (4) the employee must pay back the difference between the higher rate and lower rate within that school year or as mutually agreed by the teacher and the Division.

- 6.03 A teacher holding a valid and subsisting special certificate for vocational industrial education, vocational agriculture, or their equivalents, or special permission from the Director of Professional Certification to teach in such an area, and assigned to teach a recognized vocational program shall be paid, in addition to the basic salary schedule, an allowance of \$1,000.00 per annum and shall be classified on the salary schedule one (1) classification above the classification allowed by Manitoba Education until such time as his/her total annual salary reaches the maximum of a class four (4) salary classification, subject to the following conditions:

Teachers being paid one (1) classification above classification allowed by the Department of Education shall receive this payment:

- a) for five (5) years from the date of commencement of employment if the holder of a teaching certificate upon commencement of employment; or
- b) for six (6) years from the date of commencement of employment if the holder of a "letter of authority" upon commencement of employment; or
- c) for seven (7) years from the date of commencement of employment if the holder of a "permit" upon commencement of employment.

All such teachers must complete, during the prescribed period of time, further educational training sufficient to raise the classification allowed by Manitoba Education to a class four (4) minimum standing. It shall be the responsibility of all such teachers during this period of time to file with the Division each September a transcript indicating courses completed to date and a statement indicating courses to be pursued in the forthcoming year. The agreement to pay the teacher one (1) classification above classification allowed by Manitoba Education shall cease:

- 1) effective January 1<sup>st</sup> immediately following the teacher's failure to register evidence of progress in educational upgrading satisfactory to the Division, unless the teacher furnishes evidence satisfactory to the Division of circumstances beyond the teacher's control; or
- 2) effective concurrently with the awarding of a class four (4) salary classification by Manitoba Education; or
- 3) effective with the expiration of the aforementioned prescribed time limits of employment based upon initial date of commencement of employment; whichever occurs first.

Experience for vocational industrial and vocational agricultural teachers or their equivalents shall be recognized as provided in Article 8.03.

6.04 Payment for Increased Qualifications: Upon completion of courses which lead to a higher classification, payment for resultant increased qualifications recognized by Manitoba Education shall be effective the first (1<sup>st</sup>) day of the month immediately following the date verified by Manitoba Education. A statement from Manitoba Education confirming a higher classification shall be provided to the Secretary-Treasurer as evidence of same and authorization for payment. The onus for providing the Division with satisfying proof of increased qualifications rests with the teacher concerned.

Article 6.04 shall be deemed to have been in full force and effect as at October 1, 1981, and to apply to all above-mentioned letters of verification received from Manitoba Education since that date.

The teacher has an obligation to act diligently and in a timely manner in seeking to have Manitoba Education recognize his/her increased qualifications. Failure to act in such a fashion will result in the increased qualifications not being recognized for pay purposes until the first (1<sup>st</sup>) day of the month immediately following the date on which the teacher provides the Division with the required statement from Manitoba Education.

**ARTICLE 7 – SALARIES**

7.01 Basic Salary Schedule: The basic salaries of teachers shall be according to the following schedules:

Effective the first day of the Fall Term, 2018 – 1.6% increase.

<b>Years of Experience</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
<b>0</b>	39,299	43,274	47,673	57,023	60,877	64,356	68,282
<b>1</b>	40,913	45,521	50,103	60,155	64,118	67,767	71,750
<b>2</b>	42,536	47,767	52,535	63,281	67,356	71,175	75,215
<b>3</b>	44,152	50,014	54,971	66,414	70,596	74,585	78,682
<b>4</b>	45,772	52,258	57,401	69,546	73,833	77,994	82,149
<b>5</b>	47,390	54,503	59,834	72,674	77,076	81,405	85,616
<b>6</b>	49,008	56,750	62,271	75,805	80,314	84,816	89,084
<b>7</b>	50,684	58,996	64,700	78,937	83,550	88,224	92,548
<b>8</b>			67,170	82,068	86,792	91,636	96,017
<b>9</b>				85,197	90,032	95,045	99,483
<b>10</b>				88,328	93,271	98,452	102,949

Effective the first day of the Fall Term, 2019 – 1.4% increase.

<b>Years of Experience</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
<b>0</b>	39,849	43,880	48,340	57,821	61,729	65,257	69,238
<b>1</b>	41,486	46,158	50,804	60,998	65,015	68,716	72,754
<b>2</b>	43,131	48,436	53,271	64,166	68,299	72,171	76,269
<b>3</b>	44,770	50,714	55,740	67,344	71,584	75,629	79,784
<b>4</b>	46,413	52,990	58,205	70,520	74,866	79,086	83,299
<b>5</b>	48,054	55,266	60,672	73,692	78,155	82,545	86,815
<b>6</b>	49,694	57,544	63,142	76,866	81,438	86,003	90,331
<b>7</b>	51,394	59,822	65,606	80,042	84,719	89,460	93,844
<b>8</b>			68,110	83,217	88,007	92,919	97,361
<b>9</b>				86,389	91,292	96,375	100,875
<b>10</b>				89,565	94,577	99,831	104,391

Effective the first day of the Fall Term, 2020 – 0.5% increase.

Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	40,048	44,100	48,582	58,110	62,038	65,584	69,584
1	41,694	46,389	51,058	61,302	65,340	69,060	73,118
2	43,347	48,678	53,537	64,487	68,640	72,532	76,650
3	44,994	50,967	56,019	67,680	71,942	76,007	80,183
4	46,645	53,255	58,496	70,872	75,241	79,482	83,715
5	48,294	55,543	60,975	74,060	78,546	82,957	87,249
6	49,942	57,832	63,458	77,250	81,845	86,433	90,783
7	51,651	60,121	65,934	80,442	85,143	89,907	94,313
8			68,451	83,633	88,447	93,384	97,848
9				86,821	91,749	96,857	101,380
10				90,012	95,050	100,330	104,912

Effective the first day of the Fall Term, 2021 – COLA\*\*.

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

**\*\*\* Please refer to the Letter of Agreement – Manitoba Public School Employees Extended Health Plan for the salary schedule NET of annual benefit premiums.**

- 7.02 The minimum rates indicated in the basic schedule are for teachers with less than one (1) year of teaching experience before joining the Brandon School Division teaching staff. For teachers with one (1) year or more of teaching experience after certification, the minimum rates are increased according to the schedule as set forth in Article 7.01 for each year of teaching experience recognized by Manitoba Education, up to the maximum provided in each class. The onus for the accuracy of teaching experience by Manitoba Education rests with the teacher concerned.

Each teacher coming on staff with the Division shall receive from the Division a letter confirming the classification and experience of the teacher as recognized by Manitoba Education. The teacher upon receipt of the letter shall have thirty (30) teaching days to protest any alleged error or omission. A copy of the above letter shall be forwarded by the Division to the Secretary of the Association.

## **ARTICLE 8 – INCREMENTS**

- 8.01 A teacher shall proceed from his/her initial salary by annual increments, as indicated in the basic schedule, until he/she has reached the maximum rate for his/her class or position, whichever is the higher.



- 8.02 The anniversary date for annual 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, equivalent to two hundred (200) days of full-time employment as recognized by Manitoba Education and Training. The pay adjustments for increments shall be made accordingly.
- 8.03 Related experience for teachers holding a special certificate in and employed in the areas of vocational industrial education, agriculture, and marketing education, effective September 01, 1974, shall be credited to such teachers on the basis of increments as follows:

one (1) increment for each of the first three (3) years of experience, and one (1) increment for each two (2) years of experience thereafter to the end of their salary classification. For purposes of this calculation, related experience shall be defined as full years of employment in an occupation directly associated to the teaching position held or the teaching authority provided by Manitoba Education, including years served in apprenticeship or equivalent. Also, for purposes of this calculation, the number of full years shall be defined as the whole number obtained by dividing the total number of months of acceptable related experience by twelve (12). Satisfactory proof of all such experience shall be filed upon acceptance of a teaching position and shall be subject to scrutiny by the Superintendent's office and a designated representative of the Association and approval by the School Board.

Teachers receiving increments under the provisions of this Article shall not be eligible to apply said years of experience for remuneration provided in other Articles of this agreement.

**ARTICLE 9 – ALLOWANCES**

- 9.01 Principals' Allowances: Principals shall be paid an annual administrative allowance, in addition to the basic salary schedule, based upon the following effective dates:

- a) Minimum allowance:

FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
14,358	14,559	14,632	**

\*\* Subject to COLA as set out in Article 7.01.

- b) An additional allowance for each teacher assigned to the school over eight (8) teachers:

FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
810	821	825	**

\*\* Subject to COLA as set out in Article 7.01.

Teacher, for the purpose of this clause, shall exclude principals, vice-principals, and substitute teachers.

As to the calculation method for administrative allowances the Division will change its current practice (based upon FTE teachers) to actual number of teachers in the school, effective September 2007.

c) Maximum allowance:

FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
41,099	41,675	41,883	**

\*\* Subject to COLA as set out in Article 7.01.

9.02 The number of teachers assigned to a school as of October 31<sup>st</sup> shall be the basis for computation of the principal's allowance for the months of September through January, both inclusive, of that year. The number of teachers assigned to a school as of February 15<sup>th</sup> shall be the basis for computation of the principal's allowance for the months of February through August, both inclusive of that year. Principals' allowances shall be paid in accordance with Article 10.

9.03 Vice-Principals' Allowances: shall be an amount equal to one-half of the principal's allowance.

9.04 Head Teachers' Allowances: Teachers designated to act for the principal, in case of absence of the principal, shall receive an allowance of one four-hundredth (1/400<sup>th</sup>) of the principal's allowance per half day of the principal's absence.

For the purpose of this article, any period of absence of the principal that is greater than ninety (90) minutes but less than one-half (½) day shall be considered to be a half day of absence.

9.05 Administrators' Allowances: Administrators shall be paid an allowance, in addition to the basic salary schedule, plus two (2) annual increments for each of the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years as an administrator in the Division, or such increments may be allowed for experience as an administrator elsewhere, where such experience is acceptable to the Division, as follows, effective on the following dates:

Administrator II

Year	FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
1st	10,842	10,994	11,048	**
2nd	11,710	11,874	11,934	**
3rd	12,572	12,748	12,812	**

\*\* Subject to COLA as set out in Article 7.01.

Administrator I

Year	FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
1st	13,437	13,625	13,693	**
2nd	14,299	14,499	14,572	**
3rd	15,165	15,377	15,454	**

\*\* Subject to COLA as set out in Article 7.01.

Placement on scale of administrators to Administrator I or II shall be at Board discretion following consultation with the administrator being placed.

- 9.06 Divisional Specialists' Allowances: Divisional Specialists shall be paid an annual allowance, in addition to the basic salary schedule, as follows, effective on the following dates:

FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
4,900	4,969	4,994	**

\*\* Subject to COLA as set out in Article 7.01.

- 9.07 Spring Valley School Allowance: an annual allowance shall be paid to the designated teacher, in addition to the basic salary schedule, based upon the following effective dates:

FALL TERM 2018	FALL TERM 2019	FALL TERM 2020	FALL TERM 2021
1,281	1,299	1,306	**

\*\* Subject to COLA as set out in Article 7.01.

**ARTICLE 10 – PAYMENT OF SALARY**

- 10.01 Annual salaries determined in accordance with the provisions of this collective agreement shall be paid on the basis of one-twelfth (1/12<sup>th</sup>) of the annual salary payable for each month, September to August.

It is understood and agreed upon by the parties to this agreement that the July and August salary payments shall be deemed to have been earned in the immediately preceding school year.

- 10.02 Salaries shall be paid by direct deposit in the teacher's personal account at the financial institution of his/her choice on the last teaching day of the month or last business day in the case of July and August, including the year of resignation as of June 30<sup>th</sup>. Adjustments in salary shall be made in accordance with the following clauses.

- 10.03 The salary of a teacher commencing employment or returning to employment following an unpaid leave of absence other than on the first teaching day of the school year shall be calculated as follows:
- a) In the first calendar month of employment, the salary to be paid shall be such fraction of the salary for the whole school year as the number of teaching days employed in that month is of the number of teaching days prescribed by the Minister for that school year.
  - b) Thereafter, the monthly installments shall be such fraction of the salary for the whole school year as the number of teaching days employed for the balance of the school year is of the number of teaching days prescribed by the Minister for the school year, divided by the number of months remaining to August 31<sup>st</sup>, next, or the termination of the teacher's individual contract, whichever comes first. If a teacher is hired or returns to work after January 1<sup>st</sup>, the monthly installments shall be such fraction of the salary for the whole school year as the number of teaching days employed for the balance of the school year is of the number of teaching days prescribed by the Minister for the school year, divided by the number of months remaining to June 30<sup>th</sup>.
  - c) Thereafter, the teacher shall be paid in accordance with Article 10 – Payment of Salary.
- 10.04 If a teacher's contract shall be terminated as provided therein or if a teacher shall retire or if a teacher commences a leave of absence without pay before the end of a school year, the final salary payment shall be so adjusted that the teacher shall receive, for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the total number of days in the current school year as prescribed by the Minister. All remaining salary as yet unpaid shall be paid to such a teacher within twenty (20) business days of the termination of employment or commencement of leave of absence.
- 10.05 Adjustments in salary resulting from a change in a teacher's salary entitlement pursuant to this Agreement, excluding Article 6.04, shall be calculated and paid as follows:
- a) Number of teaching days in the current school year to the date of adjustment as a fraction of the total number of days in the current school year, as prescribed by the Minister, times the annual salary rate in effect for that period of time; plus
  - b) Number of teaching days remaining in the current school year from the date of adjustment as a fraction of the total number of days in the school year, as prescribed by the Minister, times the annual salary rate in effect for that period of time; less
  - c) The salary paid to the teacher from the beginning of the current school year to the date of adjustment.
  - d) The balance of salary payable shall be paid based on the new salary or assignment in accordance with the salary schedule in Article 7 in approximate equal monthly installments on the last teaching day, or business day in the case of July and August, for the number of months remaining to August 31<sup>st</sup> next from the date of the change with any required adjustment being made during the month of change.
  - e) Thereafter, the teacher shall be paid in accordance with Article 10 - Payment of Salary.

- 10.06 The Division shall pay to members of the Association interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between the date one of the parties applies for interest arbitration and the date on which any payment is subsequently paid and, in addition, will be paid only on such amounts as would have been outstanding from time to time until such time as payment is finally made.

The interest paid to each full-time teacher shall be calculated on the "average net retroactive pay" determined as hereinafter provided. Such interest shall be computed at the average rate at which the Division borrows funds during the twelve (12) month period preceding the calculation date or at nine percent (9%), whichever is the lesser. Part-time teachers shall be paid interest on a prorated basis.

The "average net retroactive pay" shall be determined in accordance with the following formula:

$$A \times B = C \div D = E$$

Where:

A = 55%, being the agreed upon percentage of net retroactive pay to gross retroactive pay.

B = total gross retroactive pay.

C = net retroactive pay.

D = number of full-time-equivalent (F.T.E.) teachers receiving retroactive pay.

E = average net retroactive pay per F.T.E. teacher.

#### **ARTICLE 11 – DEDUCTION OF MANITOBA TEACHERS' SOCIETY FEES**

- 11.01 The annual provincial fees of the Manitoba Teachers' Society shall be deducted from the salary payments of every teacher employed by the Division.
- 11.02 The annual local fees of the Brandon Teachers' Association shall be deducted from the salary payments of every teacher employed by the Division.
- 11.03 The fees, both provincial and local, of every teacher shall be deducted monthly from his/her salary payments, and the Division shall pay over to the Manitoba Teachers' Society and to the Association the appropriate sums, payable not less frequently than once in each month.

#### **ARTICLE 12 – GROUP LONG TERM DISABILITY INSURANCE**

- 12.01 The Division shall administer, in accordance with the Memorandum of Agreement between the parties, The Manitoba Teachers' Society Disability Benefits Plan No. 51155 for participating employees.

The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary payments of those employees and timely remitted to the plan.

**ARTICLE 13 – SICK LEAVE**

- 13.01 a) A teacher shall be entitled to and shall receive sick leave without loss of salary only where the teacher is unable to perform his/her regular duties as a result of personal illness or injury.
- b) Teachers shall accumulate entitlement for sick leave at the rate of one (1) day of sick leave for every nine (9) days of actual teaching service, or fraction thereof, to a maximum of twenty (20) days per year, but the total sick leave which he/she shall be entitled to accumulate shall not exceed one hundred and thirty (130) days.
- c) At the start of each school year a teacher shall be advanced twenty (20) days of sick leave toward annual entitlement, including circumstances when a teacher is unable to attend to duties at the start of the school year because of the need for sick leave, provided that the teacher is not receiving Disability Benefits, is not disabled and in the waiting period for Disability Benefits and is not on an extended leave of absence.

If a teacher terminates his/her employment with the Division, the sick leave advanced but not subsequently accumulated shall be reimbursed to the Division or otherwise recovered by the Division.

Teachers employed under contract at a time other than the start of the school year shall receive a prorated advance on sick leave as hereinbefore provided.

- d) The number of days a teacher is on sick leave shall be deducted from his/her accumulated sick leave entitlement at the time of his/her returning to work. Teachers who have accumulated maximum sick leave entitlement of one hundred and thirty (130) days under either a) or b) above and who subsequently use sick leave shall regain sick leave entitlement at the rate of one (1) day of sick leave for every nine (9) days of actual teaching service after return from sick leave until the maximum entitlement of one hundred and thirty (130) days is again accumulated.
- e) For the purposes of this Article only, any day during which the teacher is absent from school because of sickness does not constitute part of actual teaching service.

13.02 As required by the Employment Insurance Reduction Program, the amount of employment insurance premium reduction allowed and granted to an employer must be shared to the extent of 5/12 with the employees to whom the reduction rate is applicable. The employment insurance premium reduction amount will be submitted to the Association by April 30 of each year.

13.03 A teacher shall be entitled to use up to five (5) days of accumulated sick leave per school year to attend to the illness or injury or medical appointment of his or her spouse or common law partner, child, parent, sibling, step-parent or grandparent.

13.04 Sick leave is not payable to a teacher:

- i) who, while receiving sick leave benefits from the Brandon School Division, 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; or

- ii) who, in respect of injury resulting from a motor vehicle accident, is receiving wage-loss replacement benefits from Manitoba Public Insurance ("M.P.I.") to the extent that such benefits and paid sick leave exceed the teacher's normal salary and up to the maximum number of sick leave days accumulated by the teacher. In such cases, the teacher shall reimburse the Division the amount of benefit received from M.P.I.

13.05 The Division may require teachers to produce reports from a duly qualified health care practitioner(s) on matters related to their illness and absence from the workplace.

#### **ARTICLE 14 – MATERNITY/PARENTAL LEAVE**

14.01 With respect to maternity/parental leave, the Manitoba Employment Standards Code will apply except as provided herein.

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

14.03 The teacher and the Division may mutually agree to extend the length of the leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.

14.04 A teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this Article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary at the time the leave commences 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 to this Article.

The Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:

- a) If the teacher's two (2) week or ten (10) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to seventy-five (75) teaching days of Maternity Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;
- b) If the teacher's two (2) week or ten (10) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of Maternity Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either Maternity or Parental Leave and continues to receive employment insurance benefits;
- c) Up to fifty (50) teaching days of Parental/Adoptive Leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on Parental/Adoptive Leave and continues to receive employment insurance benefits.

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

- a) One hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both Maternity Leave and Parental/Adoptive Leave;
- b) Eighty-five (85) teaching days of pay and/or top-up benefits if the teacher takes only Maternity Leave;
- c) Fifty (50) teaching days of pay and/or top-up benefits if the teacher takes only 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.

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.

- 14.05 Where a maternity/parental leave expires during a school term, the teacher shall be entitled to return to the same or comparable position at the commencement of the next ensuing term immediately following the expiration of such leave. In the interim, the teacher shall be entitled to return to such position as the Superintendent may, in his/her discretion, decide, provided that the teacher shall, in either event, be entitled to not less than the same salary and benefits received by the teacher prior to the commencement of maternity/parental leave.
- 14.06 For the purpose of this section, "term" means either the months of September to December or January to June, as the case may be.
- 14.07 A teacher shall have the right to one (1) day paid leave where the spouse has given birth to a child or where the teacher has adopted a child within two (2) weeks preceding or following the adoption or birth of that child. There will be no deduction of salary for such leave.

## **ARTICLE 15 – BEREAVEMENT LEAVE**

- 15.01 In the event of the death of a teacher's spouse or partner, child or stepchild, the teacher will be allowed a leave of absence of up to seven (7) teaching days without loss of salary.
- 15.02 In the event of the death of a teacher's parent the teacher will be allowed a leave of absence of up to five (5) teaching days without loss of salary.
- 15.03 In the event of the death of a teacher's sibling(s), step-sibling(s), grandchild(ren), step-grandchild(ren), grandparent(s), parent(s)-in-law, son-in-law, or daughter-in-law, the teacher will be allowed a leave of absence of up to three (3) days without loss of salary.



- 15.04 Said days referred to in 15.01, 15.02 and 15.03 above shall be taken between the day of death and four (4) calendar days after the funeral, both days inclusive. These days need not be taken consecutively.
- 15.05 In the event of the death of a brother-in-law, sister-in-law, grandparent-in-law, uncle, spouse's uncle, aunt, spouse's aunt, nephew or niece, a teacher shall be allowed a leave of absence of up to one (1) day without loss of salary to attend the funeral.
- 15.06 For the purpose of this article the definition of partner is limited to where a teacher establishes that he/she has been residing with a person of the same or opposite gender and lives with that person in a marriage-like relationship and has publicly represented that person as his/her spouse, then that person shall be deemed to be the teacher's partner.

#### **ARTICLE 16 – JURY/WITNESS DUTY**

- 16.01 A teacher who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private or personal affairs, shall be granted a leave of absence without loss of pay for the required period of absence. All jury or witness fees, excluding expense reimbursements, received by the employee shall be remitted to the Division.

The teacher shall have responsibility to provide to the Division satisfactory proof of the necessity of this absence. Absence from work shall be minimized.

#### **ARTICLE 17 – LEAVE OF ABSENCE FOR EXECUTIVE DUTIES**

- 17.01 A teacher, being a member of The Manitoba Teachers' Society Executive Committee, or the Executive Committee of any branch thereof, or of any special committee of the Society, or being appointed an official representative or delegate of the Society or of any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he/she is a member, or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings or to act as such representative or delegate and shall be excused from school duties for either purpose or both purposes on not more than a total of twelve (12) teaching days in any school year.

A part time President of the Association and any teacher elected or appointed to the Disability Benefits Plan Case Management Committee or the Disability Benefits Plan Committee, shall be allowed a total of fifteen (15) days in any school year, provided that a substitute satisfactory to the Division can be secured and that the cost of providing such a substitute is assumed by the Society.

Any teacher elected to the Provincial Executive, to a maximum of two (2) teachers, shall be allowed a total of forty (40) days per teacher in any school year, provided that a substitute satisfactory to the Division can be secured and that the cost of providing such a substitute is assumed by the Society. Leave of Absence days described in this paragraph are not a part of the one hundred (100) day total stipulated in the following paragraph.

No additional Leave of Absence beyond the stipulated number of days in a school year shall be taken for the purposes mentioned above, except with the consent of the Division. No more than twelve (12) teachers shall take such leave on any one day and no more than a total of one hundred (100) days of such leave shall be taken during any school year by all members of the Association without the prior approval of the Division. Time required by teachers to attend grievance or interest arbitrations within the Division shall not be counted within the aforesaid maximums.

#### 17.02 Local Association President's Leave of Absence

Upon the application by the Association, the Division shall provide the President of the Brandon Teachers' Association a leave of absence, based on the Association's choice, of either fifty percent (50%) or one hundred (100%) of the teacher's assignment in any one (1) school year.

Application for the leave shall be made no later than the last teaching day of April for the leave in the following school year. Unusual or exceptional circumstances which preclude the making of the application by the last teaching day of April shall be considered by the Division.

Conditions related to the leave of absence are as follows:

- a) The Association shall reimburse the Division for all salary and benefit costs.
- b) The teacher returning from a leave of two (2) years or less shall be placed in the same or similar position held by the teacher prior to the leave unless there is an agreement between the teacher and the Division to do otherwise.
- c) A teacher returning from a leave of more than two (2) years shall be placed in a position for which the teacher has the qualifications and ability to perform the work.

#### 17.03 Provincial Vice-President's or President's Secondment

On each occasion that a teacher is elected Vice-President or President of the Manitoba Teachers' Society, he/she shall apply for secondment no later than the last teaching day of April for the following school year. He or she shall be seconded for two (2) full school years, subject to the following conditions:

- a) A teacher who wishes to return to active service with the Division at the start of the next school year shall provide written notice of that intention no later than the last teaching day in April in a given year. Unusual or exceptional circumstances which preclude the employee from providing notice by the last teaching day in April shall be considered by the Division.
- b) A teacher who returns to active service with the Division upon completion of no more than two (2) 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.
- c) A teacher who returns to active service with the Division after more than two (2) years shall be placed in a position for which he/she has the qualifications and ability to perform the work.

- d) The Manitoba Teachers' Society shall reimburse the Division for all salary and benefit costs.

### **ARTICLE 18 – FREEDOM FROM VIOLENCE**

- 18.01 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.
- 18.02 This section is subject to The Public Schools Act and regulations thereto and The Workplace Safety and Health Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.
- 18.03 Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

### **ARTICLE 19 – TRANSFER**

- 19.01 The Association recognizes the right of the Division to transfer teachers between schools within the Division.

The Division shall provide to any teacher being considered for transfer an opportunity for consultation with respect to the transfer and the details of the intended assignment. The most reasonable notice possible given the circumstances shall be provided to the teacher.

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

### **ARTICLE 20 – PART-TIME TEACHERS**

- 20.01 When a teaching position becomes vacant within the Division, preference shall be given to any currently employed part-time teacher who applies for the position over any applicant from outside the Division, provided the Brandon applicant has training, academic qualifications, and experience equal to those of any outside applicants or better than those of outside applicants.
- 20.02 When more than one part-time teacher from the Division applies for a full-time vacant position, and the teachers have the necessary training, academic qualifications and experience to fill the position, preference shall be given to the teacher having the greater seniority in accordance with Article 25 – Layoff.

### **ARTICLE 21 – SUBSTITUTE TEACHERS**

- 21.01 A substitute teacher is employed by the Division either to replace a regular teacher or fulfill an assignment which is less than twenty (20) consecutive days in duration.
- 21.02 Upon commencement of the sixth (6<sup>th</sup>) day of substitute teaching in the same assignment, a substitute teacher shall be paid for each day taught at the per diem rate (to be calculated

as 1/x of the salary to which a teacher of the same qualifications and experience would be entitled under the basic salary schedule of the current collective agreement, where x equals the number of days in the current school year).

This rate of pay shall be retroactive to the first day of the teaching assignment and shall continue in effect until the end of that specific teaching assignment. In-service days, administrative days and school closure days shall not constitute a break in the consecutive days for that specific teaching assignment.

21.03 Substitute teachers shall be paid as follows:

Daily Rate (including vacation pay)

EFFECTIVE APRIL 29, 2021	JANUARY 2022
165.66	**

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

Pay relating to the salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the fifteenth (15<sup>th</sup>) day of the following calendar month.

21.04 Manitoba Teachers' Society fees and Brandon Teachers' Association fees shall be deducted from a substitute teacher's pay.

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.

21.05 A substitute teacher who has been employed for at least nine (9) consecutive days of substitute teaching in the same assignment in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment.

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

21.06 If a substitute teacher is absent from a period of substitute teaching on account of bereavement leave granted in accordance with Board practice or policy, and that substitute teacher returns to the same substitute teaching assignment immediately following the period of bereavement, the period of leave shall not constitute an interruption of the substitute teaching assignment.

21.07 The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 21 – Substitute Teachers:

- Article 1 – Obligation To Act Fairly
- Article 2 – Purpose

Article 3 – Effective Period

Article 4 – Scope

Article 6 – Classification (after qualification period in Article 21.02 is achieved.)

Article 7 – Salaries (after qualification period in Article 21.02 is achieved)

Article 18 – Freedom from Violence

Article 22 – Discipline

Article 23 – Complaints against Teachers

Article 24 – Personnel Records

Article 27 – Lunch Period

- 21.08 The only matters which may be grieved under Article 29 – Disputes Concerning This Agreement 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.
- 21.09 A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required, will be given an alternative assignment equivalent in time to the substitute teacher's original assignment. If an alternative assignment is not available, the substitute teacher shall be paid a half (½) day's pay at the applicable rate in lieu.

## **ARTICLE 22 – DISCIPLINE**

- 22.01 The Association agrees that the Division has the right to suspend a teacher with or without pay for just cause. The imposition of discipline by the Board 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 disciplined teacher is not satisfied that the discipline is for just cause, the Division's actions shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 29 – Disputes Concerning This Agreement.
  2. When such a difference is referred to a Board of Arbitration under Article 29, the Board of Arbitration shall have the power to:
    - a) uphold the discipline
    - b) rescind the discipline
    - c) vary or modify the discipline
    - d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline
    - e) do one or more of the things set out in subclauses (a), (b), (c) and (d) above.
  3. For the purpose of this article, written warnings will not include performance assessments conducted in accordance with Division policy, its regulations and amendments made thereto, except to the extent that any such assessment is used as the basis of, or in connection with, disciplinary action.

### **ARTICLE 23 – COMPLAINTS AGAINST TEACHERS**

- 23.01 a) When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- b) If these attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- c) Sub-sections (a) and (b) shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Division, or of a student or students, or of a teacher.
- d) The Division and Association and their respective agents shall act fairly, reasonably and in good faith in dealing with complaints.
- e) For the purpose of this Article, complaint shall mean an issue not related to the employer/teacher relationship.

### **ARTICLE 24 – PERSONNEL FILES**

- 24.01 An employee may at a mutually agreed time review his/her personnel file after submitting a written request for such review to the Director of Human Resources or designate. The Division will have its representative present when the employee is examining his/her personnel file.

An employee shall have the right to respond in writing to any document contained in the personnel file.

Following written assessment of an employee's performance, the employee will be given an opportunity to review the assessment and to acknowledge having read the contents of the assessment. The employee will be provided with the opportunity to place his/her own comments on the assessment form up to twelve (12) working days after reviewing the assessment, and the employee will receive a duplicate copy for his/her records. For the purpose of this article working days shall be defined as those days that the Board Office is open to serve the public.

The Division will not introduce as evidence at any Arbitration Hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the employee has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

## **ARTICLE 25 – LAY-OFF**

### 25.01 Definitions

- a) Training - Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
- b) Academic Qualifications - Refers to the classification in which a teacher is placed by the Professional Certification Unit of Manitoba Education.
- c) Experience - The practical application of the training over a period of time with respect to the particular subject(s).

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

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

25.04 The Division shall maintain a seniority list showing the date upon which each employee's employment commenced and the total years of employment for the purpose of determining seniority. Such list shall be posted in each school by February 1<sup>st</sup> of each school year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until February 15<sup>th</sup> of that year. In the event of an omission or incorrect listing being brought to the Division's attention after February 15<sup>th</sup>, the teacher shall have the right to correct the listing at the next scheduled posting of the list.

25.05 Seniority for the purposes of this agreement is defined to mean the length of continuous employment as a teacher with the Division.

25.06 Where teachers have the same length of continuous employment with the Division, seniority shall be determined on the basis of total teaching employment in the Division.

25.07 Where teachers have the same length of employment in (.05) and (.06), the seniority shall be determined on the basis of total teaching employment in Manitoba.

25.08 Where teachers have the same seniority as defined in (.05), (.06) and (.07) above, the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.

25.09 If the length of teaching experience as defined in (.05), (.06), (.07), and (.08) above is equal, the teacher to be declared surplus shall be determined by lot.

25.10 A laid off teacher shall lose seniority and the rights to further consideration for continued employment (recall) for any of the following reasons:

- a) The teacher resigns;
- b) The teacher is employed by another school division on a Teacher General contract;
- c) The teacher fails to return to work after the termination of any leave granted by the Division;
- d) The teacher is not recalled within one (1) calendar year after September 30<sup>th</sup> following the date of layoff;
- e) The teacher's contract is terminated for cause;
- f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and experience to perform the work in the position offered shall forfeit all right of seniority and recall subject to the exception contained in (.10)(b) hereof.

A teacher who has lost his/her right of recall as a result of the application of this clause shall be notified in writing as soon as possible that his/her teaching contract has been terminated.

- 25.11 In the event of an impending lay-off, the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off. The meeting shall be held no later than the 15<sup>th</sup> day of April in any school year.
- 25.12 Notice of layoff and a copy of this article shall be given to the teacher no later than the first day of May of the school year. The teacher, within ten (10) calendar days of receiving notice of layoff, shall indicate, in writing, his/her wish to be placed on the recall list.
- 25.13 If, after layoffs have occurred and for a period of one (1) calendar year after September 30<sup>th</sup> following the date of layoff, teachers who have been laid off and have given written notice that they wish to be recalled shall be offered the position first when positions become available, provided such teachers have the necessary training, academic qualifications and experience for the position available. Seniority will be used to determine the order in which laid off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications, and experience.
- 25.14 It shall be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate within six (6) working days of the registered letter being received of 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.
- 25.15 A teacher's accumulated sick leave credits shall not be affected if the teacher is recalled as provided in article (.13) above.
- 25.16 If the Board terminates the contract of a teacher because that teacher is surplus the Division shall provide the teacher with a letter to this effect.



25.17 Notwithstanding any other provisions of this article, the foregoing lay-off provisions shall not apply to teachers continuously employed under one (1) contract with the Division for less than one year, or to teachers employed for a specific term where during that term the teacher is employed on the expressly written understanding that such teacher will not after the completion of such term be employed by the Division, provided however, no teacher shall be laid off who has been employed by the Division on a Teacher General (or Form 2) contract if there is a teacher employed under a Limited Term Teacher contract in a position for which the teacher with the Teacher General (or Form 2) contract has the necessary training, academic qualifications and experience.

#### **ARTICLE 26 – SECURITY OF TENURE**

26.01 Security of tenure shall be as set forth in Section 92, of The Public Schools Act. It is agreed that, where a teacher has security of tenure, the intention of the Board to terminate the contract of such a teacher shall be lodged with the Association and the teacher by registered mail.

#### **ARTICLE 27 – LUNCH PERIOD**

27.01 Every teacher shall be entitled to an uninterrupted duty free lunch period (mid-day intermission) of sixty (60) minutes, exclusive of scheduled non-contact time, between 11:00 a.m. and 2:00 p.m. of each school day, unless the Brandon Teachers' Association on behalf of a majority of teachers in a particular school and the administration responsible for that school agree to a different arrangement.

#### **ARTICLE 28 – LIAISON COMMITTEE**

28.01 A Liaison Committee shall be appointed, consisting of four (4) representatives from the Association and four (4) representatives from the Division. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee shall not have jurisdiction to interpret and/or amend any of the terms and conditions contained in the Collective Agreement. Meetings of the Committee shall be co-chaired by a representative of the Association and a representative of the Division. A summary of discussions will be recorded, and a copy provided to each member of the Committee, as well as a copy posted on each school bulletin board.

#### **ARTICLE 29 – DISPUTES CONCERNING THIS AGREEMENT**

29.01 a) Where a violation of this Agreement is alleged by a Party to or persons bound by the Agreement or on whose behalf it was entered into, or a difference between the Parties arises relating to the content, meaning, application or violation of this Agreement, either Party shall, within thirty-five (35) teaching days of the event giving rise to the alleged violation or difference, or from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other Party in writing, stating the alleged violation or difference, and the solution(s) sought. If one of the Parties claims that this time limit imposed herein has not been complied with the Parties shall proceed to appoint an Arbitrator or Arbitration Board as hereinafter provided and, if the Arbitrator or Arbitration Board

is satisfied that the irregularity with respect to the time limit has not prejudiced the Parties to the arbitration and will not affect the merits of the dispute submitted to the Arbitrator or Arbitration Board, it may, on application of any Party to the arbitration, declare that the irregularity does not affect the validity of the Arbitrator or Arbitration Board rendering a decision; and the decision of the Arbitrator or Arbitration Board shall be binding on the Parties to the arbitration and on any person affected by the decision of the Arbitrator or Arbitration Board.

- b) If there is no irregularity as provided for above, any difference which is not settled to the satisfaction of the Parties within fifteen (15) teaching days from the date when either Party notifies the other Party in writing of its desire to have the difference negotiated, shall, upon further written request of either Party, be submitted to a single-named mutually agreed upon Arbitrator or to an Arbitration Board consisting of three (3) members as herein prescribed.
- c) Each of the Parties to the dispute shall, within seven (7) teaching days of the date of the written request for the arbitration, appoint an Arbitrator to the Arbitration Board and shall notify the other Party of the appointment. These two (2) Arbitrators within a further period of seven (7) teaching days after their appointment, shall meet and select a Chairperson. Should the Arbitrators fail to agree upon a Chairperson within the required seven (7) teaching days, either Party may request the Manitoba Labour Board to appoint a Chairperson.
- d) If the Board and the Association, after the delivery of the written request to settle the dispute by arbitration and before the expiration of the seven (7) teaching day period prescribed for the selection of their respective nominees, agree that the difference shall be settled by a single-named Arbitrator, the Arbitrator so selected shall have the like authority as the Arbitration Board to make a final settlement of the difference and shall act in the place and stead of the Arbitration Board.
- e) Except as herein provided, The Labour Relations Act shall apply.
- f) The Division shall pay the fees and the expenses of the member chosen by it and the Association shall pay the fees and the expenses of the member chosen by it. The fees and expenses of the Chairperson shall be divided equally between the Division and the Association. If, however, the parties elect to follow the alternative procedure, the fees and expenses of the single Arbitrator shall be divided equally between the Division and the Association.
- g) The decision of the Arbitrator or Arbitration Board shall be limited to the dispute or question contained in the statement or statements submitted by the Parties, and the decision shall be limited to the interpretation of the statement or statements submitted by the Parties.

### **ARTICLE 30 – EXTRA-CURRICULAR ACTIVITIES**

30.01 Participation in extra-curricular duties by teachers is voluntary.

**ARTICLE 31 – PERSONAL LEAVE**

- 31.01 With a minimum of five (5) days of notice to the Division and subject to the availability of a substitute teacher, a teacher shall be granted two (2) days of personal leave per school year without loss of salary.
- 31.02 Such leave is not to extend Spring, Summer or Winter Break or to be used on teachers' in-service days, parent-teacher days, or pupil evaluation days unless unusual circumstances arise and then the leave may be granted at the discretion of the Division.
- 31.03 If the personal leave day(s) is unused in a school year, a teacher may carry over the day(s) to the next school year. Such personal leave of absence shall be cumulative to a maximum of four (4) days.

**ARTICLE 32 – PREPARATION TIME**

WHEREAS some teachers throughout grades K-8 currently have more preparation time than the minimums stipulated in this article, such preparation time shall not be reduced.

- 1. Within a six (6) day cycle the Division shall provide at least two hundred forty (240) minutes of preparation time for each full time teacher of students in the range of grades from Kindergarten to Grade Eight (8). This time shall be scheduled in blocks of not less than thirty (30) minutes. This time shall be exclusive of scheduled recess times.
- 2. Within a six (6) day cycle the Division shall provide at least three hundred ninety (390) minutes of preparation time for each full time teacher of students in the range of Grade Nine (9) to Grade Twelve (12). This time shall be scheduled in blocks of not less than sixty-five (65) minutes.
- 3. Part time teachers shall be allotted scheduled preparation time on a pro-rata basis based on their percentage of assignment.

**ARTICLE 33 – PROFESSIONAL DEVELOPMENT FUND**

33.01 The Division and the Association shall jointly administer a Professional Development Fund of a sum equal to the table below, funded by the Division annually.

<b>FALL TERM 2018</b>	<b>FALL TERM 2019</b>	<b>FALL TERM 2020</b>	<b>FALL TERM 2021</b>
150,000	150,000	150,000	150,000

**ARTICLE 34 – SHORT TERM DISABILITY**

34.01 The full cost of the premiums shall be paid by each teacher in the Division. The Division will deduct the premiums and shall forward such premiums on a monthly basis to the MTS Short Term Disability Plan.

- 34.02 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.
- 34.03 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.
- 34.04 The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
- a) Deducting premiums from the teachers;
  - b) Enrolling newly hired teachers in the Plan;
  - c) Completing a premium statement to accompany premium remittances;
  - d) Distributing Plan information to teachers from time to time; and
  - e) 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 requirements of the Plan.
- 34.05 Save and except for the express responsibilities set out in 34.04 of this Article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- 34.06 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.
- 34.07 The Division shall refund the Association one hundred percent (100%) of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.

### **ARTICLE 35 – DENTAL/EXTENDED HEALTH INSURANCE**

- 35.01 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.
- 35.02 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.
- 35.03 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.
- 35.04 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 36 – GROUP LIFE INSURANCE**

36.01 The Division shall administer the Manitoba Public School Employees' Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan, and subject to the limitations set out in Article 36.03.

36.02 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.

36.03 The Division's responsibility with respect to the administration of this Plan shall be limited to the following:

- a) Deducting premiums from the employees.
- b) Enrolling newly hired employees in the Plan.
- c) Maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late applications, beneficiary designations, and employees whose coverage has terminated on leaving the Division.
- d) Completing a premium statement to accompany premium remittances.
- e) Providing claim forms to employees or beneficiaries on request.
- f) Completing and submitting the Employer Claim submission for claimants.
- g) Distributing Plan information to employees from time to time.
- h) Conducting periodic reopening from Accidental Death and Dismemberment applications.

Dated at Brandon, Manitoba, this 29<sup>th</sup> day of April, 2021.

SIGNED AND AGREED on behalf of the Brandon School Division:



\_\_\_\_\_  
Dr. Linda Ross, Chairperson

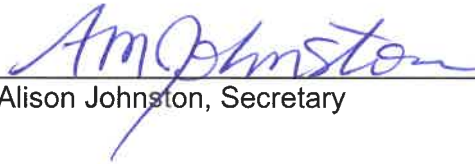


\_\_\_\_\_  
Mr. Denis Labossiere, Secretary-Treasurer

SIGNED AND AGREED on behalf of the Brandon Teachers' Association of the Manitoba Teachers' Society:



\_\_\_\_\_  
Mr. Cale Dunbar, President



\_\_\_\_\_  
Ms. Alison Johnston, Secretary

**LETTER OF UNDERSTANDING**

**BETWEEN:**

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

- and -

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

**LEAVE OF ABSENCE FOR EXECUTIVE DUTIES**

Whereas, Article 17.01 of the Collective Agreement allows for fifteen (15) days release time in any school year for a teacher elected to the Provincial Executive and no more than a total of seventy-five (75) days leave for executive duties shall be taken during any school year by all members of the Association; and

Whereas the Association has requested additional leave time under Article 17.01 for the duration of this agreement;

Now therefore, the parties hereby agree on a without prejudice basis that the leave for executive duties under Article 17.01 of the Collective Agreement be extended to forty (40) days leave for a teacher elected to the Provincial Executive and no more than a total of one hundred and forty (140) days leave to be taken during the school year by all members of the Association.

This Letter of Understanding is in effect for the duration of this agreement.

DATED at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION



Linda Ross, Chairperson



Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY



Cale Dunbar, President



Alison Johnston, Secretary

## LETTER OF UNDERSTANDING

**BETWEEN:**

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

- and -

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

### REPORTS ON MATTERS RELATING TO THE ILLNESS OF TEACHERS

In regard to the clause which reads, "The Division may require teachers to produce reports from a duly qualified health care practitioner(s) on matters related to their illness and absence from the workplace," (part 13.05 of the current Collective Agreement between the Brandon Teachers' Association and the Brandon School Division), the parties agree:

- That such reports will be sought only in instances where a teacher has been subject to ongoing, chronic, or lengthy illness, with resulting ongoing, chronic, or lengthy absence from teaching duties;
- That any fees incurred in acquiring such reports will be paid by the Division.

The parties further agree that this Letter of Understanding shall remain in effect until such time as both parties agree to amend it or to relinquish the stated understanding.

***Note: Original Letter of Understanding was introduced in the 2003-2007 Collective Agreement, signed on the 23<sup>rd</sup> day of April, 2007.***


DATED at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION

  
\_\_\_\_\_  
Linda Ross, Chairperson

  
\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

  
\_\_\_\_\_  
Cale Dunbar, President

  
\_\_\_\_\_  
Alison Johnston, Secretary



**LETTER OF UNDERSTANDING**

**BETWEEN:**

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

- and -

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

**PREPARATION TIME**

Whereas, Article 32 – Preparation Time of the Collective Agreement provides that within a six (6) day cycle the Division shall provide preparation time scheduled in blocks of not less than thirty (30) minutes for each full time teacher of students in the range of Kindergarten to Grade Eight (8) and scheduled in blocks of not less than sixty-five (65) minutes for each full time teacher of students in the range of Grade Nine (9) to Grade Twelve (12);

AND WHEREAS the Division and the Association acknowledge that on occasion such preparation time may be interrupted;

AND WHEREAS the Division and the Association have agreed that teachers are entitled to receive such interrupted preparation time, and that such interrupted preparation time may be banked and accumulate to a half day or full day(s);

NOW THEREFORE the parties hereby agree that teachers are entitled to such banked interrupted preparation time, to be taken at a time mutually agreed upon between the teacher and the principal.

This Letter of Understanding is in effect for the duration of this agreement.


DATED at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION

  
\_\_\_\_\_  
Linda Ross, Chairperson

  
\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

  
\_\_\_\_\_  
Cale Dunbar, President

  
\_\_\_\_\_  
Alison Johnston, Secretary

## **LETTER OF UNDERSTANDING**

**BETWEEN:**

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

- and -

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

### **ARTICLE 12 - GROUP LONG TERM DISABILITY INSURANCE**

Whereas, Article 12 of the Collective Agreement refers to the Group Long Term Disability Insurance and the Memorandum of Agreement that was associated to The Manitoba Teachers' Society Disability Benefits Plan No. 51155, both parties hereby agree that the aforementioned plan is no longer in existence. As such, the following language shall apply to Article 12 of the Collective Agreement:

#### **MTS Disability Benefits Plan**

- a) The Division shall deduct from teachers' salaries the full premium costs prescribed by the MTS Disability Benefits Plan (the Plan) and shall forward such premiums on a monthly basis of the Plan.
- b) All teachers shall be enrolled and participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any eligible teacher on a limited term or general teaching contract over 40 days in length and over 0.3 full time equivalency who enters the Division's employ shall be enrolled in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Division's responsibility with respect to the administration of this Plan shall be limited to the following:
  - i) deducting premiums from the teachers;
  - ii) enrolling newly hired teachers in the Plan;
  - iii) maintaining records of the teachers who are and are not insured, including maintaining files of, late applicants, employees whose coverage was rejected on late application, and teachers whose coverage has terminated on leaving the Division;
  - iv) completing a premium statement to accompany premium remittances;

- v) distributing plan information to teachers from time to time;
  - vi) completing the Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive days and where the sickness or disability may result in the filing of a claim for benefits;
  - vii) reporting to the Plan salary changes for teachers in receipt of benefits.
- e) Save and except for the deduction and remittance of premiums, and the express responsibilities set out in d) in this article, the Association acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever to any aspect of this Disability Benefits Plan administered by the Manitoba Teachers' Society.
- f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Disability Benefits Plan.

DATED at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION

  
\_\_\_\_\_  
Linda Ross, Chairperson

  
\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

  
\_\_\_\_\_  
Cale Dunbar, President

  
\_\_\_\_\_  
Alison Johnston, Secretary

**THIS AUXILIARY AGREEMENT** made as of the 29<sup>th</sup> day of April, 2021

**BETWEEN:**

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

- and -

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

**WHEREAS** pursuant to the Collective Agreement effective July 1, 2018 to June 30, 2022, 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 Article 7 of the Collective Agreement.

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to Article 7 of the Collective Agreement:

1. Part-time teachers working less than 30% of full time;
2. Teachers receiving a Maternity or Parental Leave top-up;
3. Term teachers who are contracted to work less than 60 days;
4. Substitute teachers, as per Article 21.02.

This Auxiliary Agreement is attached to and forms part of the Collective Agreement effective July 1, 2018 to June 30, 2022.

Dated at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION



\_\_\_\_\_  
Linda Ross, Chairperson



\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY



\_\_\_\_\_  
Cale Dunbar, President



\_\_\_\_\_  
Alison Johnston, Secretary

**THIS COLLATERAL AGREEMENT** made this 29<sup>th</sup> day of April, 2021

**BETWEEN:**

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

- and -

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

**WHEREAS** pursuant to a certain collective agreement dated April 29, 2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees 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, commencing the September 2018 year, the Division shall pay monthly \$124.00 on behalf of each Employee in respect of the Extended Health plan, and the Division shall pay monthly \$128.00 on behalf of each Employee in respect of the Dental plan said \$124.00 and \$128.00 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.

Subject to paragraph (b) which follows, commencing the September 2019 year, the Division shall pay monthly \$126.00 on behalf of each Employee in respect of the Extended Health plan, and the Division shall pay monthly \$117.00 on behalf of each Employee in respect of the Dental plan said \$126.00 and \$117.00 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.

Subject to paragraph (b) which follows, commencing the September 2020 year, the Division shall pay monthly \$131.00 on behalf of each Employee in respect of the Extended Health plan, and the Division shall pay monthly \$100.00 on behalf of each Employee in respect of the Dental plan said \$131.00 and \$100.00 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.

- b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
  - c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
- 5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
  - 6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
  - 7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

**BRANDON SCHOOL DIVISION  
1031 - 6th St  
BRANDON MB R7A 4K5**

To the Association:

**BRANDON TEACHERS' ASSOCIATION  
1239 PRINCESS AVENUE  
BRANDON MB R7A 0R3**

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.

DATED at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION



\_\_\_\_\_  
Linda Ross, Chairperson



\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY



\_\_\_\_\_  
Cale Dunbar, President



\_\_\_\_\_  
Alison Johnston, Secretary



**LETTER OF AGREEMENT**  
**Manitoba Public School Employees Extended Health Plan**

**BETWEEN:**

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

- and -

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

**RE: September 2018, 2019, and 2020 Salary grid net of Extended Health Plan and Dental Plan**

The Division administers the Manitoba Public School Employees Extended Health Plan as per the Collateral Agreement dated April 29, 2021 for the members of the Brandon Teachers' Association. Teachers who are participants in the Extended Health Plan shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

**EFFECTIVE SEPTEMBER 2018**

**Annual Benefit Premium: \$3,024**

YEARS OF EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 36,275	\$ 40,250	\$ 44,649	\$ 53,999	\$ 57,853	\$ 61,332	\$ 65,258
1	\$ 37,889	\$ 42,497	\$ 47,079	\$ 57,131	\$ 61,094	\$ 64,743	\$ 68,726
2	\$ 39,512	\$ 44,743	\$ 49,511	\$ 60,257	\$ 64,332	\$ 68,151	\$ 72,191
3	\$ 41,128	\$ 46,990	\$ 51,947	\$ 63,390	\$ 67,572	\$ 71,561	\$ 75,658
4	\$ 42,748	\$ 49,234	\$ 54,377	\$ 66,522	\$ 70,809	\$ 74,970	\$ 79,125
5	\$ 44,366	\$ 51,479	\$ 56,810	\$ 69,650	\$ 74,052	\$ 78,381	\$ 82,592
6	\$ 45,984	\$ 53,726	\$ 59,247	\$ 72,781	\$ 77,290	\$ 81,792	\$ 86,060
7	\$ 47,660	\$ 55,972	\$ 61,676	\$ 75,913	\$ 80,526	\$ 85,200	\$ 89,524
8			\$ 64,146	\$ 79,044	\$ 83,768	\$ 88,612	\$ 92,993
9				\$ 82,173	\$ 87,008	\$ 92,021	\$ 96,459
10				\$ 85,304	\$ 90,247	\$ 95,428	\$ 99,925

**EFFECTIVE SEPTEMBER 2019**

**Annual Benefit Premium: \$2,916**

YEARS OF EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 36,933	\$ 40,964	\$ 45,424	\$ 54,905	\$ 58,813	\$ 62,341	\$ 66,322
1	\$ 38,570	\$ 43,242	\$ 47,888	\$ 58,082	\$ 62,099	\$ 65,800	\$ 69,838
2	\$ 40,215	\$ 45,520	\$ 50,355	\$ 61,250	\$ 65,383	\$ 69,255	\$ 73,353
3	\$ 41,854	\$ 47,798	\$ 52,824	\$ 64,428	\$ 68,668	\$ 72,713	\$ 76,868
4	\$ 43,497	\$ 50,074	\$ 55,289	\$ 67,604	\$ 71,950	\$ 76,170	\$ 80,383
5	\$ 45,138	\$ 52,350	\$ 57,756	\$ 70,776	\$ 75,239	\$ 79,629	\$ 83,899
6	\$ 46,778	\$ 54,628	\$ 60,226	\$ 73,950	\$ 78,522	\$ 83,087	\$ 87,415
7	\$ 48,478	\$ 56,906	\$ 62,690	\$ 77,126	\$ 81,803	\$ 86,544	\$ 90,928
8			\$ 65,194	\$ 80,301	\$ 85,091	\$ 90,003	\$ 94,445
9				\$ 83,473	\$ 88,376	\$ 93,459	\$ 97,959
10				\$ 86,649	\$ 91,661	\$ 96,915	\$ 101,475

EFFECTIVE SEPTEMBER 2020

Annual Benefit Premium: \$2,772

YEARS OF EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6	CLASS 7
0	\$ 37,276	\$ 41,328	\$ 45,810	\$ 55,338	\$ 59,266	\$ 62,812	\$ 66,812
1	\$ 38,922	\$ 43,617	\$ 48,286	\$ 58,530	\$ 62,568	\$ 66,288	\$ 70,346
2	\$ 40,575	\$ 45,906	\$ 50,765	\$ 61,715	\$ 65,868	\$ 69,760	\$ 73,878
3	\$ 42,222	\$ 48,195	\$ 53,247	\$ 64,908	\$ 69,170	\$ 73,235	\$ 77,411
4	\$ 43,873	\$ 50,483	\$ 55,724	\$ 68,100	\$ 72,469	\$ 76,710	\$ 80,943
5	\$ 45,522	\$ 52,771	\$ 58,203	\$ 71,288	\$ 75,774	\$ 80,185	\$ 84,477
6	\$ 47,170	\$ 55,060	\$ 60,686	\$ 74,478	\$ 79,073	\$ 83,661	\$ 88,011
7	\$ 48,879	\$ 57,349	\$ 63,162	\$ 77,670	\$ 82,371	\$ 87,135	\$ 91,541
8			\$ 65,679	\$ 80,861	\$ 85,675	\$ 90,612	\$ 95,076
9				\$ 84,049	\$ 88,977	\$ 94,085	\$ 98,608
10				\$ 87,240	\$ 92,278	\$ 97,558	\$ 102,140

Dated at Brandon, Manitoba this 29<sup>th</sup> day of April, 2021.

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION



Linda Ross, Chairperson



Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY



Cale Dunbar, President



Alison Johnston, Secretary

## LETTER OF UNDERSTANDING

**BETWEEN:**

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

- and -

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

### PROFESSIONAL DEVELOPMENT FUND

Whereas, Article 33 of the 2018-2022 Collective Agreement refers to a jointly administered Professional Development Fund:

NOW THEREFORE, the parties agree to the following:

1. For the balance of the Current Agreement, the Division shall provide One Hundred and Fifty Thousand (\$150,000.00) Dollars in each school year, including in the current school year, to the Association to establish a Professional Development Fund (hereinafter referred to as the "Fund"). The Division will issue the Association two (2) Seventy-Five Thousand (\$75,000) Dollar payments; the first payment will be issued by September 30<sup>th</sup> and the second by February 28<sup>th</sup> of each school year.
2. The Fund is subject to the following:
  - a. The Fund shall be administered by the Association.
  - b. No more than Ten Thousand (\$10,000) Dollars of the Division's total annual contribution to the Fund may be used towards the administration of the Fund in each school year.
  - c. Association members who sit on the BSD/BTA Joint Professional Development Fund Committee ("the Committee") shall be allowed release time in addition to Article 17.01 - Leave of Absence for Executive Duties of the Collective Agreement to attend to the administration of the Fund. The total number of Committee release days will not exceed eight (8) days in a school year. The cost associated with this release time shall be paid by the Fund.
  - d. At the end of each school year the Association will present a written report to the Division regarding the operation of the Fund. The report shall include:
    - i. Amount of money expended;
    - ii. Events attended, location of events and number of attendees;
    - iii. Fund Criteria.


Upon receipt of the report, the parties shall meet if requested by the Board to do so.

3. At the end of each year the Association shall carry forward any remaining money in the Fund. The Association agrees that the carry forward in the Fund shall not exceed Two Hundred Thousand (\$200,000) Dollars in any year. Should the Fund be in excess of the maximum allotment as of June 30<sup>th</sup>, the payment by the Division will be decreased by the excess amount in the following year, unless the Division agrees due to unforeseen or exceptional circumstances.
4. The Joint Professional Development Fund Criteria ("Criteria"), contained in a separate administrative document, will be reviewed by the Committee at the conclusion of each school year and amended as required.
5. Changes to the Criteria will be by agreement of the Brandon School Division Superintendent/CEO and the Brandon Teachers' Association President (subject to the approval of the Brandon Teachers' Association Executive and the Brandon School Division Board of Trustees).
6. The wording of this Letter of Understanding will be incorporated into Article 33 - Professional Development Fund of the next Collective Agreement, with changes as negotiated by the parties to the Division's annual contribution amounts to the Fund, as referenced in paragraph 1 above.


Date at Brandon, Manitoba this 25<sup>th</sup> day of May, 2021

Signed and agreed on behalf of  
THE BRANDON SCHOOL DIVISION

  
\_\_\_\_\_  
Linda Ross, Chairperson

  
\_\_\_\_\_  
Denis Labossiere, Secretary-Treasurer

Signed and agreed on behalf of  
THE BRANDON TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY

  
\_\_\_\_\_  
Cale Dunbar, President

  
\_\_\_\_\_  
Alison Johnston, Secretary