

**Lakeshore Teachers' Association  
of the Manitoba Teachers' Society  
and  
Lakeshore School Division**

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# **Collective Agreement**

**Effective: July 1, 2014 to June 30, 2018**

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## **Article 1 Purpose**

It is the intent and purpose of the parties to the agreement to provide a basis for both parties to improve the professional services rendered to the students and citizens in the Lakeshore School Division and to negotiate working relations between the School Board of the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society by establishing an acceptable salary schedule as provided for in Section 2 of the Individual Statutory Contract and other conditions of engagement resulting from the operation of this agreement.

## **Article 2 Effective Period**

This agreement shall come into force and take effect on this first day of July 2014 and shall remain in force until June 30, 2018. Thereafter it shall remain in force from year to year unless either party gives the other written notice by registered mail between April 1st and April 30th of a desire to terminate or amend the agreement as of June 30th of that year. It is agreed that if notice is given, the parties will meet within 14 days of receipt of notice or within such further time as the parties may mutually agree upon.

## **Article 3 Salaries**

### **3.01 Payment of Salaries**

- (a) All salaries shall be paid in twenty-four (24) payments which are payable on the fifteenth (15th) day of each month, and on the last banking day of each month.
- (b) Salaries are earned on the basis of four-tenths (4/10) for the fall term and six-tenths (6/10) for the spring term and shall be based on the salary schedule in effect for the teacher's classification.
- (c) Adjustments in salary earned after September 1st shall be pro-rated over the remaining payments to the following August 31st.
- (d) Teachers terminating employment in June shall be paid in full all salaries accrued at June 30th in accordance with the approved form of agreement.
- (e) Teachers who commence employment or return to active employment following an unpaid leave of absence after the commencement of a school year shall be paid as follows:
  - (i) In the first month of employment, the salary shall be paid on the basis of the number of teaching days remaining in that month as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training.
  - (ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training divided by the number of pay days remaining to August 31st next.
  - (iii) Thereafter, the teacher shall be paid in accordance with Article 3: Payment of Salary.
- (f) If a teacher's contract is terminated as provided therein 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 of Education and Training.
- (g) Adjustments in salary resulting from a change in a teacher's salary entitlement pursuant to this Agreement, shall be calculated and paid as follows:
  - (i) 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 of Education and Training times the adjusted salary rate in effect for that period of time.

(ii) For the balance of the school year, the pay installments shall be determined on the basis of the number of teaching days remaining in that school year as a fraction of the total number of days in the current school year as prescribed by the Minister of Education and Training divided by the number of pay days remaining to August 31st next.

(iii) Thereafter, the teacher shall be paid in accordance with Article 3: Payment of Salary.

(h) Note: Department of Education and Training is the term used throughout this Agreement to refer to Department of Education and Training, Manitoba Education Training and Youth, Manitoba Education, Citizenship and Youth or any other future change in name. Minister of Education and Training is the term used for the Government's Minister responsible for public schools.

### 3.02 Educational Qualifications

(a) For the purpose of this agreement the members of the teaching staff shall be classified according to the classification set forth in the Manitoba Regulations under the Public Schools Act, except herein as provided.

(b) Permit teachers will be classified one class lower than they would be with one year of teacher training.

(c) Classification of and Experience for Vocational Industrial Teachers:

A vocational industrial teacher who holds a Journeyman Certificate and who obtained from the Department of Education and Training of Manitoba at least a P1 rating will be classified as Class 4 by the Lakeshore School Division for salary purposes. If the teacher rating for grant purposes by the Department of Education and Training is higher than Class 4, the teacher will be classified according to the Department rating.

A vocational industrial teacher who holds a Journeyman Certificate will be granted increments for "related work experience" up to a maximum of 6 years. "Related work experience" shall be experience for which a Journeyman's Certificate was needed for the work performed. Experience beyond this definition may be granted at the discretion of the School Board. If a Vocational Industrial teacher with a Journeyman Certificate has taught elsewhere than in the Lakeshore School Division without at least one year of recognized teacher training by the Department of Education and Training, his/her teaching experience shall be recognized as "related experience only", and will be included in the maximum 6 years allowed for related experience.

If the above related experience clause will result in lower salary for any one of the Vocational Industrial teachers presently employed by the Lakeshore School Division, no cut in salary will be made. However, there will be no salary increases granted until that teacher is entitled to higher salary because of further teaching experience.

A teacher who holds a permanent Vocational Industrial Certificate and a Bachelor of Education degree will be paid at the rate of Class 5 or according to the Department salary classification, whichever is higher.

(d) Except as otherwise provided in this agreement the corresponding classifications shall be as follows:

<u>Grant Code</u>	<u>Division Classification</u>
P1A1	Class 1
P1A2	Class 2
P1A3	Class 3
P1A4	Class 4
P1A5, P2A4	Class 5
P1A6, P2A5	Class 6
P2A6	Class 7

### 3.03 Salary Schedules

Salary schedules are to be found in Appendix "A" at the end of this agreement.

Effective:	Fall Term 2014	2% increase to salaries and allowances
	Fall Term 2015	2% increase to salaries and allowances
	Fall Term 2016	2% increase to salaries and allowances
	Fall Term 2017	1.5% increase to salaries and allowances
	January 1, 2018	1.5% increase to salaries and allowances

### 3.04 Placement on Salary Schedule

- (a) For teachers on staff and for teachers coming on staff who have one or more years of teaching experience after certification and prior to joining the Lakeshore staff, and where such experience is approved and recognized by the Department of Education and Training, the minimum rates shall be increased by one increment on schedule for each year but not exceeding a maximum of their class.
- (b) Any teacher who is on staff or is coming on staff between August 1<sup>st</sup> and December 31<sup>st</sup> shall receive his/her first increment of salary at the commencement of the following term (fall term). Any teacher who is on staff or is coming on staff between January 1<sup>st</sup> and June 30<sup>th</sup> shall receive his/her first increment in the following January.

### 3.05 Administrative Allowances

#### Rate of pay effective the beginning of the Fall Term 2014:

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

- (a) Principals:  
Effective September 2014, a principal shall receive a basic allowance of \$779.64 plus \$732.82 per full-time equivalent teacher in the school, to a maximum of \$15,903.89 per year.  
  
The principal shall not be included in the count of full-time equivalent teachers in the school.
- (b) Vice-Principals:  
A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.
- (c) Acting Principals:  
In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$2.99 per full-time equivalent teacher in the school per day, to a maximum of \$34.00 per day.
- (d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.
- (e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

#### Rate of pay effective the beginning of the Fall Term 2015:

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

- (a) Principals:  
Effective September 2015, a principal shall receive a basic allowance of \$795.23 plus \$747.48 per full-time equivalent teacher in the school, to a maximum of \$16,221.97 per year.  
The principal shall not be included in the count of full-time equivalent teachers in the school.
- (b) Vice-Principals:  
A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.
- (c) Acting Principals:  
In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$3.05 per full-time equivalent teacher in the school per day, to a maximum of \$34.68 per day.
- (d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.
- (e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

**Rate of pay effective the beginning of the Fall Term 2016:**

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

- (a) Principals:  
Effective September 2016, a principal shall receive a basic allowance of \$811.13 plus \$762.43 per full-time equivalent teacher in the school, to a maximum of \$16,546.41 per year.  
The principal shall not be included in the count of full-time equivalent teachers in the school.
- (b) Vice-Principals:  
A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.
- (c) Acting Principals:  
In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$3.11 per full-time equivalent teacher in the school per day, to a maximum of \$35.37 per day.
- (d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.
- (e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

**Rate of pay effective the beginning of the Fall Term 2017:**

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

(a) Principals:

Effective September 2017, a principal shall receive a basic allowance of \$823.30 plus \$773.86 per full-time equivalent teacher in the school, to a maximum of \$16,794.60 per year.

The principal shall not be included in the count of full-time equivalent teachers in the school.

(b) Vice-Principals:

A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.

(c) Acting Principals:

In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$3.16 per full-time equivalent teacher in the school per day, to a maximum of \$35.90 per day.

(d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.

(e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

**Rate of pay effective the beginning January 1, 2018:**

In addition to his/her salary according to the basic salary schedule, principals and vice-principals shall receive the following allowances:

(a) Principals:

Effective January 1, 2018, a principal shall receive a basic allowance of \$835.65 plus \$785.47 per full-time equivalent teacher in the school, to a maximum of \$17,046.52 per year.

The principal shall not be included in the count of full-time equivalent teachers in the school.

(b) Vice-Principals:

A vice-principal shall receive an allowance equal to 50% of the principal's allowance in that school.

(c) Acting Principals:

In schools where there is no vice-principal appointed, or where the vice-principal is absent from the school on that day, an allowance shall be paid to a designated teacher when the principal is absent for a period of one-half (1/2) day or more. This allowance shall be \$3.20 per full-time equivalent teacher in the school per day, to a maximum of \$36.44 per day.

(d) When the Division requests a principal to be absent from the building for a period of one-half day or more, a substitute will be provided, at the expense of the Division, to cover the teaching assignment of the acting principal.

(e) No percentage increase will be granted on the basic administrative allowances unless these basic allowances are negotiated.

### 3.06 Substitute Teachers

(a) Daily Salary Schedule (inclusive of vacation pay):

Effective Date of Signing:

Class 3 and below Teachers:	\$110.00
Class 4 and above Teachers:	\$140.00

Rate of pay effective Fall Term 2016:

Class 3 and below Teachers:	\$112.20
Class 4 and above Teachers:	\$142.80

Rate of pay effective Fall Term 2017:

Class 3 and below Teachers:	\$113.89
Class 4 and above Teachers:	\$144.95

Rate of pay effective January 1, 2018:

Class 3 and below Teachers:	\$115.60
Class 4 and above Teachers:	\$147.12

(b) A substitute teacher filling a position for the same teacher for a period of at least five (5) consecutive scheduled working days shall be termed extended substitute teaching.

Substitute teachers shall be paid at the daily rates in (a) above for the first five (5) days of extended substitute teaching and thereafter shall be paid according to qualifications and salary as in Article 3.02 and 3.04 (a). However, in no case shall a substitute teacher be paid on scale at a salary higher than that provided for at Class 5 maximum under the salary schedule. The rate of pay for the extended teaching assignment shall continue in effect until the end of the extended teaching assignment.

In-service days and/or Administrative days shall not constitute a break in the extended teaching assignment.

(c) Deduction of Manitoba Teachers' Society Fees

Manitoba Teachers' Society fees and Association fees shall be deducted from a substitute teacher's pay monthly, based on the advice of MTS or the LTA. These fees shall be pro-rated on the basis of the number of days worked in a given month.

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

(d) Sick Time

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

(e) Timetable

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

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

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21<sup>st</sup>) day, be signed to a Limited Term Teacher- General contract, unless the return of the regular teacher or conclusion of the substitute assignment is immediately imminent.



- (g) Substitute Teacher's Services Not Required
- (i) A substitute teacher called into work for one half day or less shall be paid one half of the daily rate.
  - (ii) A substitute teacher called in for greater than one half day up to a full day shall be paid the full daily rate.
  - (iii) In the event of early dismissal for emergency reasons, substitute teachers will be paid full pay at the applicable rate of pay.
  - (iv) A substitute teacher who is called to work and reports for that assignment finding that his or her services are not required shall be offered an alternative assignment in the same school.
- (h) Employment Insurance
- 1. The Record of Employment certificates for substitute teachers shall be issued by July 7 or on request.
  - 2. For purposes of Employment Insurance, the number of insurable hours to be reported shall be 9.1 hours per day.
- (i) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.06, Substitute Teachers.

The following articles of the Collective Agreement apply to substitute teachers:

Article 1	Purpose
Article 2	Effective Period
Article 3.02	Educational Qualifications
Article 3.03	Salary Schedule
Article 3.04	Placement on Schedule
Article 3.08	Change in Classification
Article 7	Advertising of Positions
Article 8	Meal Period **
Article 11	Freedom From Violence
Article 13	Provision for Settlement of Differences (only for clauses which apply to substitute teachers)

The only matters which may be grieved under Article 13 (Provision for Settlement of Differences) by a substitute teacher or the Association on behalf of a substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.

### **3.07 Part-Time Teachers**

Teachers employed under contract on a part-time basis shall:

- (a) be paid according to their qualifications as established in Article 3.02 and 3.04;
- (b) be paid on a rate based on the fraction of time employed;
- (c) the service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall be reclassified to the next higher step of the schedule, on September 1st or January 1st next, whichever comes first.

### **3.08 Change in Classification**

The onus is on the teacher to give notice to the Division after earning credits which result in a change of classification. The teacher should notify the division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Teacher Certifications Record Branch. When such evidence has been submitted, the salary change shall be paid retroactive to the month of the date on the university transcript indicating that the necessary credit has been obtained.

### **3.09 Interest on Back Pay**

The division will pay its teachers interest on the net amount of increases of any retroactive pay at the saving interest rate in the Canadian Imperial Bank of Commerce as of March 31st of the current year of the Agreement. "Net amount of increases" is defined as being the actual net increases in pay that the teacher would have received on their monthly pay cheques if the settlement for the year would have been reached on March 31st of the negotiated year.

**NOTE: For the purpose of this agreement only, interest on retroactive pay is to be calculated as per the provision of Article 3.09 and paid to the Association in one lump sum.**

## **Article 4 Deduction of Fees**

### **4.01 Deduction of M.T.S. Fees**

The Manitoba Teachers' Society membership fees shall be deducted from every teacher.

These deductions will be made in twenty (20) equal semimonthly installments starting in September according to the scale of fees established by the Manitoba Teachers' Society. Each monthly installment will be forwarded to the Manitoba Teachers' Society normally not later than the fifteenth day of the following calendar month.

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

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 Manitoba Teachers' Society fees.

### **4.02 Deduction of Lakeshore Teachers' Association Fees**

- (a) Once each year the Lakeshore Teachers' Association of the Manitoba Teachers' Society will inform the School Division office of the amount to be deducted by registered mail and under the authority of the appropriate officers of the Association.
- (b) The deduction of Association fees will be made at the end of the month of October.
- (c) 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 Lakeshore Teachers' Association fees.

## **Article 5 Insurance Plans**

### **5.01 Disability Benefits Plan**

New teachers coming on staff will be required to join.

### **5.02 Group Life Insurance Plan**

- (a) The Board will administer the Manitoba Public Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said plan.
- (b) The employee's share of premiums shall be deducted at source for all participants in the plan.
- (c) All teaching employees coming on staff on or after January 1, 1975 shall be required to participate in the plan.

### **5.03 Dental Insurance**

- a) Effective May 1, 1991, the Division will participate in the administration of the MSBA/MTS Dental Plan (the "Dental Plan") in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule 1 (the "Dental Plan Agreement").

- (b) All employees covered by this Collective Agreement that are eligible under the terms of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- (c) The cost of the Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.

**5.04 Short Term Disability Plan**

- a) The Division shall administer a Short Term Disability Insurance Plan for Teachers in the Division.
- b) All Teachers employed by the Division shall be required to participate in the plan.
- c) The full cost of the premiums shall be borne by the Teachers in the Division.
- d) The Division shall refund to the Association the whole of the additional rebate allowable under the Employment Insurance Commission Act.
- e) 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 action, legal or otherwise, arising from the operation of this Short Term Disability Insurance Plan.

**Article 6 Leaves of Absence**

**6.01 Bereavement/Compassionate Leave**

- (a) Each teacher in the Division shall be granted bereavement leave without loss of salary, to a maximum of five (5) days in the case of death of the teacher's father, mother, spouse, son or daughter.
- (b) Each teacher in the Division shall be granted bereavement leave without loss of salary, provided the Superintendent is notified prior to the leave, to a maximum of four (4) days in the case of death of the teacher's brother, sister, parents-in-law, natural grandparents, grandchildren and fiancé(e). In each case a maximum of four (4) days leave shall be granted.
- (c) Each teacher in the Division shall be granted bereavement leave without loss of salary, to a maximum of one (1) day in the case of death of the teacher's sister-in-law, brother-in-law, grandparent-in-law, aunt, or uncle.
- (d) Each teacher in the Division shall be granted two (2) days compassionate leave without loss of salary, provided the Superintendent is notified prior to the leave, in the case of a life-threatening illness of the teacher's father, mother, son, daughter, brother, sister, spouse, parents-in-law, natural grandparents, grandchildren and fiancé(e).

Leave with or without salary for compassionate reasons not covered above may be granted at the discretion of the Board.

**6.02 Leave for Manitoba Teachers' Society Purposes**

- (a) A teacher who is a member of the Manitoba Teachers' Society Executive Committee, or any of the Society's authorized committees, or is an authorized representative or delegate of the Society, and who is authorized to attend a meeting of the committee(s) or to act as a representative, or delegate may be allowed at the discretion of the Board, without loss of salary, a leave of absence to a maximum of five (5) teaching days in any one school year, provided that the Board is notified prior to the leave and the Division is reimbursed for the cost of providing a substitute teacher. A maximum of 40 days in total may be taken for the purposes mentioned above during any school year by members of the Association. No additional leave of absence beyond 40 days in a school year may be taken for the purposes mentioned above except with the consent and approval of the Board.

Effective Fall Term 2016:

(b) President's Release Time

- i) Each school year, the Division shall provide release time of up to thirty (30%) percent to the President of the Association.
- ii) The Association agrees to reimburse the Division with the replacement teacher's cost and for any increased administrative allowances incurred during the leave taken by the President of the Association.
- iii) Lakeshore Teachers' Association shall notify the Division by May 15<sup>th</sup> if they intend to exercise the leave of absence for the President. The schedule for the leave shall be developed with the President, Principal of the school affected and the Superintendent.

### 6.03 Examination Leave

On request, the teachers on staff shall be allowed a maximum of one day leave without loss of salary, for the writing of each university examination or other final assessment that falls on a school day, provided the examination or other final assessment is for a course leading to a higher classification on the basic schedule of the agreement or for a course that will permit a teacher to broaden his/her teaching experience.

### 6.04 Parenting Leaves

- (a) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental leave in accordance with this article.
- (b) Except as otherwise provided herein the Manitoba Employment Standards Code will apply.
- (c) The teacher and the Division may mutually agree to extend the length of leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.
- (d) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- (e) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
  1. For the first two weeks, payment equivalent to 90% of her gross salary, and
  2. Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- (f) A teacher taking parental leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- (g) In respect of the period of adoptive/parental leave, payments made according to the SUB Plan will consist of the following:
  1. For the first two weeks, payment equivalent to 90% of gross salary, and
  2. Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of gross salary.

## 6.05 Paternity Leave

A teacher shall be granted two (2) days leave without loss of salary on the birth of his son or daughter if:

- a) the birth occurs during the time school is in session, or if
- b) the birth occurs on the last day of Christmas, spring, or summer break.

A teacher shall be granted one (1) day leave without loss of salary on the birth of his son or daughter if the birth occurs on the second last day of Christmas, spring, or summer break.

## 6.06 Adoptive Leave

A teacher shall be granted two (2) days leave without loss of salary on the adoption of a child if:

- a) the adoption occurs during the time school is in session, or if
- b) the adoption occurs on the last day of Christmas, spring, or summer break.

A teacher shall be granted one (1) day leave without loss of salary on the adoption of a child if the adoption occurs on the second last day of Christmas, spring, or summer break.

## 6.07 Sick Leave

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

Effective Fall Term 2015: 126 days in the seventh and subsequent years;

Effective Fall Term 2016: 128 days in the seventh and subsequent years;

Effective Fall Term 2017: 130 days in the seventh and subsequent years.

- (c) The teachers covered by this collective agreement agree to have their portion of the Reduced Premiums realized from the Employment Insurance Commission as the result of this extended sick leave coverage paid to the Lakeshore Teachers' Association during each January for the preceding year to be used for educational purposes.
- (d) Teachers may be required, after three (3) consecutive days, to provide a medical note while away on sick leave. For extended sick leave, teachers may be required to provide medical updates to the employer on a regular basis to the Superintendent's Department. All medical information will be safeguarded and kept confidential.

Upon returning to work after an extended sick leave, teachers shall be required to provide medical clearance to the Division which demonstrates their ability to return to their duties.

- (e) Family Medical Leave

Effective date of signing:

Each teacher shall be entitled to use up to five (5) days of his/her sick leave per school year to attend to the serious illness or injury or medical appointments of an emergent nature of that teacher's spouse, pre-school age or school age children, or parents. Where such cases occur, and both parents of a particular child are teachers within the scope of this Agreement, both parents may not access the provisions of this paragraph concurrently.

## 6.08 Leave for Jury and Witness Duty

A teacher who is subpoenaed for jury or witness duty by a court of law will be reimbursed for any loss of pay in excess of the stipends received from the court. This shall be done when the teacher provides evidence to show the number of days involved and the amount of money received for the court duty.

## 6.09 Personal Leave

Effective Fall Term 2011:

- a) With reasonable notice to the Superintendent, two days of personal leave with no loss of salary per school year shall be granted by the Superintendent. Where notice for leave is less than 3 days prior to the day leave is requested, such leave shall be granted at the sole discretion of the Superintendent.
- b) Teachers shall not be granted personal leave on any in-service day, parent-teacher administration day, and pupil evaluation day set aside by the Division or school for pupil evaluation in which the teacher is involved, nor shall personal leave be granted to extend the Spring, Summer, or Christmas breaks. However, no more than two (2) teachers in schools with more than 6 teachers, and no more than one (1) teacher in a school with less than 6 teachers shall be granted personal leave on any one day.
- c) Teachers will be allowed to carry over one day personal leave to the next school year. However in no case will a teacher be allowed a total maximum accumulation greater than three days of personal leave in any school year. Personal leave shall not be taken on consecutive work days.

## 6.10 Special Leave

The Division and the Association support in principle the concept that staff can benefit from exploring new learning experiences through a wide variety of opportunities. The Division and the Association recognize the need for the public school system to provide teaching opportunities for new teachers entering the profession.

1. Special leaves of absence may be granted by the school division to those Lakeshore School Division professional teaching staff who have the equivalent of ten (10) years of service with the Division.
2. Special Leaves of Absence may be for a full year or less.
3. No teacher shall be eligible for more than the equivalent of one year of Special Leave in any ten (10) year period of employment with the Lakeshore School Division.
4. The maximum number of teachers on Special Leave in any given school year shall not exceed the full-time equivalent of three (3) teachers.
5. A teacher granted a Special Leave of Absence shall be guaranteed his/her previous position in the same school. In the event that the position has become redundant because of course cancellation and/or a reduction in enrolment, the teacher shall be guaranteed a similar position.
6. A Special Leave of Absence shall not count as experience for increment purposes.
7. A Special Leave of Absence being granted will be conditional upon the availability of a replacement first or second year teacher suitable to the Board. The replacement teacher will sign a Form 2A Term Contract.
8. (a) Income paid to a teacher during a whole year of Special Leave of Absence will be:
  - \$23,978.66, effective the first (1<sup>st</sup>.) day of fall term, 2014; less prepaid premiums;
  - \$24,458.23, effective the first (1<sup>st</sup>.) day of fall term, 2015; less prepaid premiums;
  - \$24,947.40, effective the first (1<sup>st</sup>.) day of fall term, 2016; less prepaid premiums;
  - \$25,321.61, effective the first (1<sup>st</sup>.) day of fall term, 2017; less prepaid premiums;
  - \$25,701.43 effective January 1<sup>st</sup>, 2018; less prepaid premiums.

- (b) Income paid to a teacher who takes less than a whole year leave shall be the total number of school days for which leave is granted divided by the number of days in the current school year as prescribed by the Minister of Education and Training multiplied by the annual Special Leave income, less prepaid premiums.
  - (c) Income as determined in (a) and (b) shall be paid in equal installments in accordance with the pay periods in effect during the leave.
9. Income for the year of Special Leave of Absence shall be prorated to the contract time of the teacher at the time the Leave is requested:  
 (e.g.) A full-time teacher will receive 100% of salary as outlined.  
 A half-time teacher will receive 50% of salary as outlined.
10. This Special Leave of Absence cannot be taken concurrently with any other Leave program.
11. Teachers wishing to begin a Special Leave of Absence in any school year must apply in writing to the Superintendent on or before March 31st of the preceding school year.
12. Upon receipt of the application for Special Leave of Absence by the Superintendent, the Superintendent will then convene a committee consisting of the Superintendent, one Board member and the Association President, that will review applications for the Leave, and make subsequent recommendations to the Board for final approval.

#### **6.11 Participation in Group Plans during Leave of Absence**

Teachers who have been granted a Leave of Absence and are eligible to continue to participate, during their absence, in group payroll deduction benefit plans, may request in writing that the Division make premium payments under such plans. The teacher wishing to commence a Leave of Absence shall prepay to the Division a sum of money equal to the total premium for the period of the Leave of Absence. The Division shall thereupon make payment(s) under the plan(s) on behalf of the teacher during such Leave of Absence. In the event of a rate change in any of the plans during the duration of the Leave, the Division shall inform the teacher of the additional sums of money necessitated by the change. Failure on the part of the teacher to forward such sums necessitated by the change in rate shall be deemed to be notice that said teacher no longer wishes continuation of premium payments, and the Division shall give notice to the teacher of such discontinuation and forward to that teacher any residual monies to which the teacher may be entitled.

#### **Article 7 Advertisement of Positions**

When a teaching position, except in specialized areas of French, home economics, industrial arts, vocational education or resource, becomes vacant, the position will be advertised in each school for at least five (5) teaching days.

When administrative positions become vacant in any division schools, these positions will be advertised in all schools for at least ten (10) teaching days so that division teachers have the opportunity to apply.

#### **Article 8 Duty Free Lunch**

Except in the case of emergency or unforeseen similar circumstances, all teachers shall be entitled to an uninterrupted meal period, of 55 minutes duration. Such meal period shall be taken between 11:00 a.m. and 2:00 p.m. daily.

The majority of the teachers in a particular school and the administration responsible for that school may agree to a different arrangement respecting lunch periods, however such arrangement shall not exceed the 55 minutes duration. Designated professional staff will be on call during this lunch period to deal with discipline, parent enquiries and other problems normally under the jurisdiction of a teacher.

## Article 9 Advance Payments to Newly Hired Teachers

All newly hired Form 2 teachers shall, upon request by the teacher, be advanced a net amount of \$500.00 pro-rated based on full-time equivalents. This advance will be deducted in full from the teacher's first pay cheque. In the event the teacher does not have sufficient earnings in the first month of employment, the advance (or portion thereof still owing) will be deducted from subsequent pay cheques until the outstanding balance is nil.

## Article 10 Lay-off

- i. When it is determined by the Board 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 Board shall develop a seniority list as hereinafter provided. Such a list shall contain the names of those teachers having the least seniority identified in sufficient numbers to enable the Board to lay-off the required number of teachers.
- ii. Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off, if such teacher does not have the necessary training, academic qualifications, experience and ability for a specific teaching assignment.
- iii. The Board shall provide the Association with a seniority list and shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to protest, in writing, any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7th by both parties in writing to be correct. Any protest shall be limited to changes that have occurred since the last certified listing.
- iv. *Definitions:*
  - A. *Training:* instruction received as preparation for the profession of teaching which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
  - B. *Academic Qualifications:* refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of the Department of Education and Training.
  - C. *Experience:* the practical application of the training over a period of time with respect to the particular subject or subjects.
  - D. *Ability:* refers to a teacher's ability to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
  - E.
    1. *Seniority* for the purposes of this article is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 contract, which shall be calculated from the first day the teacher was to begin actual teaching.
    2. Where the teachers have the same length of continuous equivalent teaching experience, the order of the seniority list shall be determined on the basis of total length of Form 2 employment with the Division.
    3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
    4. Where teachers have the same seniority as defined in (1), (2) and (3), the order of seniority shall be determined on the basis of total recognized teaching experience.
    5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.
    6. A teacher will retain and accrue seniority if absent from work because of:
      - (a) illness or accident up to the maximum days accumulated under the provisions of the collective agreement;



- (b) a leave of absence up to thirty (30) calendar days;
- (c) maternity and/or parental leave under the provisions of the Employment Standards Act;
- (d) a Special Leave of Absence under Article 13 of the collective agreement.

7. A teacher shall retain but not accrue seniority if the teacher is:

- (a) on leave of absence in excess of thirty (30) calendar days;
- (b) laid-off for a period of time less than that set out in VII hereof;
- (c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
- (d) absent because the Division has granted more maternity and/or parental leave than required by the Employment Standards Act.

8. Without limiting the generality of the foregoing, a teacher shall lose seniority and rights to further consideration for employment for any of the following reasons:

- (a) the teacher resigns;
- (b) the teacher is employed by another school board on a regular basis and on a Form 2 contract;
- (c) the teacher fails to return to work after the termination of any leave granted by the Board;
- (d) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
- (e) the teacher's contract is terminated for cause;
- (f) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, experience and ability to perform the work in the position offered shall forfeit all right to seniority and re-employment.

A teacher who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.

- v. In the event of a lay-off, the Board 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.
- vi. Notice of lay-off shall be given to the teacher by registered letter no later than the fifteenth (15th) day of May of any school year. The teacher, within twenty (20) teaching days of receiving notice of lay-off, shall indicate, in writing by registered mail, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.
- vii. If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, positions become available, teachers who have been laid-off and have given written notice that they wish to be recalled shall be offered positions, providing such teachers have the necessary training, qualifications, ability and experience for the position(s) available. Seniority with the Board 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, qualifications and experience.

- viii. If a teacher is recalled as provided in (vii) above, the following will not be affected:
- i. accumulated sick leave;
  - ii. seniority gained prior to being laid off but seniority shall not be accrued for the period of time of the lay-off.
- ix. If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.
- x. Notwithstanding any other provisions in this article, the foregoing lay-off procedure shall not apply to teachers who have not completed more than one (1) full school year of employment under contract with the Division or to teachers employed on a fixed term contract (Form 2A) where during that term the teacher is employed on the understanding that such teacher will not, after the completion of such term, be employed by the Division.
- xi. The Board may, at its discretion, exempt a principal or vice-principal from the provisions of this article in the case where the principal or vice-principal would be subject to lay-off in accordance with the provisions of the article.

#### **Article 11 Freedom from Violence**

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.

This section is subject to the Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.

Teachers shall not have the right to grieve individual student disciplinary decisions made by the school administration.

#### **Article 12 Transfer**

The Association recognizes the right of the Division to assign teachers employed by the Division to schools under its jurisdiction. 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 13 Provision for Settlement of Differences**

Within 40 teaching days of the event giving rise to a dispute respecting an alleged violation of this agreement or respecting the content, meaning or application of the agreement (including a dispute as to whether or not the matter upon which the arbitration has been sought comes within the scope of the agreement), a party hereto, after exhausting any grievance procedure established hereby, if the dispute is not settled within ten (10) days, may notify the other party in writing of its desire to submit the dispute to arbitration.

Where a party gives notice to another party of its desire to submit the dispute to arbitration, the notice shall contain the name of the person appointed to the Board of Arbitration by the party giving notice.

A party to whom notice is given that another party desires to submit the dispute to arbitration shall, within ten days of receiving the notice, name the person whom it appoints to the Board of Arbitration who shall be the chairperson thereof.

When a party receiving notice that another party desires to submit a dispute to arbitration fails to appoint a member to the Board of Arbitration, or where the two appointees of the parties fail to agree on the appointment of the third member of the Board of Arbitration within the time specified, the Manitoba Labour Board may be requested by any party to the agreement to appoint a member on behalf of the party failing to make the appointment or to appoint a third member as the case may be, and, where the case requires, may be requested to appoint both.

The Board of Arbitration shall make its award within fourteen days after the appointment of the third member of the Board of Arbitration or within such longer period as may be agreed upon by the parties.

## **Article 14      Extra Curricular Activities**

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

The parties acknowledge the importance of extra-curricular activities as an integral part of each student's educational experience. An eligible extra-curricular activity is an activity which has received prior approval from the school principal.

Commencing with the school year starting in September of 2015, and thereafter, in any school year (as per the Minister of Education and Training's definition), a teacher will be entitled to a paid leave of absence of one-half day provided that he or she:

- (i) perform 25 hours of eligible extra-curricular duties during a school year; to a maximum of 100 hours and;
- (ii) the date for such leave shall be agreed upon between the principal and the teacher;
- (iii) Where the fifty (50) hours are not accumulated until after April 30<sup>th</sup>, a teacher shall be entitled to use a full day of leave prior to December 31<sup>st</sup> in the following school year.
- (iv) Extra-curricular leave shall not be taken on consecutive work days.
- (v) Teachers shall not be granted extra curricular leave on any in-service day, parent-teacher administration day, and pupil evaluation day set aside by the Division or school for pupil evaluation in which the teacher is involved.

## **Article 15 - Hours of Work**

Effective Fall Term 2008, within the instructional day the Division shall provide a minimum of one hundred ten (110) minutes of preparation time for each full time teacher per five (5) day cycle.

Preparation time shall be scheduled in blocks of not less than thirty (30) minutes, and shall be exclusive of recess. Part time teachers shall be provided preparation time on a pro rated basis based on their percentage of contract.

Effective Fall Term 2009, within the instructional day the Division shall provide a minimum of one hundred thirty (130) minutes of preparation time for each full time teacher per five (5) day cycle.

Effective June 30, 2010, and thereafter, within the instructional day the Division shall provide a minimum of one hundred fifty (150) minutes of preparation time for each full time teacher per five (5) day cycle.

## **Article 16 - Complaints**

Any complaints concerning teachers must be addressed as follows:

1. School Level:
  - a) Meet with the teacher against whom the complaint is made.
  - b) If the meeting with the teacher does not result in a resolution, both parties would then meet with the school principal.
  - c) The principal shall document the particulars of the complaint and provide a copy to all parties.
2. Divisional Level:
  - a) If meetings at the school level do not lead to a satisfactory resolution, documentation from 1.c) shall be submitted to the Superintendent prior to a meeting with the Superintendent.
  - b) If after consultation with the Superintendent, the situation has not been resolved, contact with the Board of Trustees should be made.
3. Sub-sections 1 and 2 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.
4. For the purpose of this Article, complaint shall mean an issue not related to the employer/teacher relationship.

THIS AGREEMENT is by and between the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

DATED at Eriksdale, Manitoba this 2<sup>ND</sup> day of December, 2015.

Signed and agreed on behalf of the Lakeshore School Division.

*[Signature]*  
Chairperson of the Board

*[Signature]*  
Secretary-Treasurer

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

*Joanne M. Kon*  
President/Collective Bargaining Chairperson

*Alann Frases*  
Secretary

**Memorandum of Agreement between  
The Lakeshore School Division**

and

**The Lakeshore Teachers' Association  
of The Manitoba Teachers' Society**

The parties agree to the following application rules, terms and conditions clarifying the Maternity Leave Supplemental Unemployment Benefit Plan per Article 6.04.

1. The maternity leave period which is eligible for payment under this Article is the first 17 weeks (the 2 week waiting period and the next immediate 15 weeks).
2. Where any portion of the 17 weeks referenced in (1) above falls during the summer, Christmas Break, Spring Break, or any other period for when the teacher is not earning her salary, that portion of the maternity leave period does not qualify the teacher to receive maternity leave benefits pursuant to Article 6.04.
3. A specific application or registration for a Supplemental Unemployment Benefits Plan is not required. The only requirement from Human Resources Development Canada is that the comments section of the Record of Employment confirming that section 38 of the Employment Insurance Regulations are met.
4. Teachers must be under contract to the Division during the period when maternity leave benefits may be paid by the Division in order to be eligible to receive those payments.
5. The qualifying period of seven teaching months must be seven consecutive teaching months in the employ of the Lakeshore School Division, as per the Manitoba Employment Standards legislation. The full seven months qualifying period must be served in order to qualify for any maternity leave payment. For greater certainty, should a teacher fail to serve the full qualifying period prior to the start of the maternity leave, then that teacher shall be eligible to receive maternity leave benefits only for that portion of the 17 weeks referenced in (1) above which occurs after the completion of the seven month qualifying period.
6. The Division requires, from each of the teachers on maternity leave, a copy of the Statement of Finalized Employment Insurance Benefits in order to accurately calculate her entitlement. This is a document which the teacher should have received (or will receive) from Employment Insurance four to six weeks from the date that she applied for Employment Insurance Benefits. Should payments to teachers be required prior to receipt of the Statement, an estimate of the correct entitlement will be made with an adjustment made following receipt of the Statement.

THIS AGREEMENT is by and between the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

DATED at Eriksdale, Manitoba this 2ND day of December, 2015.

Signed and agreed on behalf of the Lakeshore School Division.

*Joanne*  
Chairperson of the Board

*M. Michus*  
Secretary-Treasurer

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

*Joanne M. Kon*  
President/Collective Bargaining Chair

*Alann Fraser*  
Secretary

**Letter of Understanding between  
The Lakeshore School Division**

and

**The Lakeshore Teachers' Association  
of The Manitoba Teachers' Society**

**Joint Committee: Student Evaluation and Report Cards**


The parties agree to form a Joint Committee to examine the impact of completing student evaluations and preparing report cards for each reporting period during the school year. The Committee shall be struck by December 1, 2015 and shall meet no less than four (4) times during the 2015/16 school year.

THIS LETTER OF UNDERSTANDING is by and between the Lakeshore School Division and the Lakeshore Teachers' Association of the Manitoba Teachers' Society.

DATED at Eriksdale, Manitoba this 2<sup>ND</sup> day of December, 2015.

Signed and agreed on behalf of the Lakeshore School Division.

  
\_\_\_\_\_  
Chairperson of the Board

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

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

  
\_\_\_\_\_  
President/Collective Bargaining Chair

  
\_\_\_\_\_  
Secretary

**Appendix "A"**

**Year 1: 2014-15**

2%  
increase

Years Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	32,379	36,159	40,826	49,185	52,704	55,675	58,801
1	33,917	37,967	42,821	52,014	55,674	58,760	61,953
2	35,457	39,773	44,783	54,840	58,637	61,838	65,103
3	36,993	41,580	46,753	57,673	61,605	64,913	68,169
4	38,532	43,390	48,721	60,499	64,571	67,998	71,402
5	40,071	45,199	50,536	63,329	67,545	71,079	74,547
6	41,613	47,001	52,651	66,159	70,512	74,160	77,702
7	43,151	48,813	54,616	68,984	73,483	77,243	80,854
8		50,618	56,586	71,814	76,447	80,318	84,002
9			58,549	74,642	79,419	83,408	87,159
10				77,469	82,383	86,485	90,311

**Year 2: 2015-16**

2%  
increase

Years Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	32,939	36,795	41,555	50,081	53,671	56,701	59,889
1	34,508	38,639	43,590	52,967	56,700	59,848	63,105
2	36,079	40,481	45,591	55,849	59,722	62,987	66,318
3	37,645	42,324	47,601	58,739	62,750	66,124	69,445
4	39,215	44,170	49,608	61,621	65,775	69,270	72,743
5	40,785	46,015	51,459	64,508	68,808	72,413	75,950
6	42,358	47,853	53,616	67,395	71,835	75,556	79,169
7	43,926	49,702	55,621	70,276	74,865	78,700	82,384
8		51,543	57,630	73,163	77,888	81,837	85,595
9			59,632	76,047	80,920	84,989	88,815
10				78,931	83,943	88,127	92,030

**Year 3: Fall Term 2016 2% increase**

**Year 4: Fall Term 2017 1.5% increase**

**January 1, 2018 1.5% increase**



THIS AUXILIARY AGREEMENT made as of the 2<sup>ND</sup> day of December, 2015

BETWEEN:

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

- and -

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

**WHEREAS** pursuant to a certain collective agreement dated July 1, 2014 to June 30, 2018, the Division has agreed to participate in a number of insurance programs, including:

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

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

**WHEREAS** the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2014 /2015, 2015/2016, 2016/17, and 2017/18 school years which follow:

Experience	Class						
	1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	35,352	39,132	43,799	52,158	55,677	58,648	61,774
1	36,890	40,940	45,794	54,987	58,647	61,733	64,926
2	38,430	42,746	47,756	57,813	61,610	64,811	68,076
3	39,966	44,553	49,726	60,646	64,578	67,886	71,142
4	41,505	46,363	51,694	63,472	67,544	70,971	74,375
5	43,044	48,172	53,509	66,302	70,518	74,052	77,520
6	44,586	49,974	55,624	69,132	73,485	77,133	80,675
7	46,124	51,786	57,589	71,957	76,456	80,216	83,827
8		53,591	59,559	74,787	79,420	83,291	86,975
9			61,522	77,615	82,392	86,381	90,132
10				80,442	85,356	89,458	93,284

2.0%  
increase

**Year 1: 2014-15**

Years

**Year 2: 2015-16**

2.0%  
increase

Years

Experience	Class						
	1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	36,059	39,915	44,675	53,201	56,791	59,821	63,009
1	37,628	41,759	46,710	56,087	59,820	62,968	66,225
2	39,199	43,601	48,711	58,969	62,842	66,107	69,438
3	40,765	45,444	50,721	61,859	65,870	69,244	72,565
4	42,335	47,290	52,728	64,741	68,895	72,390	75,863
5	43,905	49,135	54,579	67,628	71,928	75,533	79,070
6	45,478	50,973	56,736	70,515	74,955	78,676	82,289
7	47,046	52,822	58,741	73,396	77,985	81,820	85,504
8		54,663	60,750	76,283	81,008	84,957	88,715
9			62,752	79,167	84,040	88,109	91,935
10				82,051	87,063	91,247	95,150

**Year 3: 2016-17**

2.0%  
increase

Years

Experience	Class						
	1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	36,780	40,713	45,569	54,265	57,927	61,017	64,269
1	38,381	42,594	47,644	57,209	61,016	64,227	67,550
2	39,983	44,473	49,685	60,148	64,099	67,429	70,827
3	41,580	46,353	51,735	63,096	67,187	70,629	74,016
4	43,182	48,236	53,783	66,036	70,273	73,838	77,380
5	44,783	50,118	55,671	68,981	73,367	77,044	80,651
6	46,388	51,992	57,871	71,925	76,454	80,250	83,935
7	47,987	53,878	59,916	74,864	79,545	83,456	87,214
8		55,756	61,965	77,809	82,628	86,656	90,489
9			64,007	80,750	85,721	89,871	93,774
10				83,692	88,804	93,072	97,053

**Year 4: 2017-18 (September 1, 2017)**

1.5%  
increase

Years Experience	Class						
	1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	37,332	41,324	46,253	55,079	58,796	61,932	65,233
1	38,957	43,233	48,359	58,067	61,931	65,190	68,563
2	40,583	45,140	50,430	61,050	65,060	68,440	71,889
3	42,204	47,048	52,511	64,042	68,195	71,688	75,126
4	43,830	48,960	54,590	67,027	71,327	74,946	78,541
5	45,455	50,870	56,506	70,016	74,468	78,200	81,861
6	47,084	52,772	58,739	73,004	77,601	81,454	85,194
7	48,707	54,686	60,815	75,987	80,738	84,708	88,522
8		56,592	62,894	78,976	83,867	87,956	91,846
9			64,967	81,961	87,007	91,219	95,181
10				84,947	90,136	94,468	98,509

**Year 4: 2017-18 (January 1, 2018)**

1.5%  
increase

Years Experience	Class						
	1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	37,892	41,944	46,947	55,905	59,678	62,861	66,211
1	39,541	43,881	49,084	58,938	62,860	66,168	69,591
2	41,192	45,817	51,186	61,966	66,036	69,467	72,967
3	42,837	47,754	53,299	65,003	69,218	72,763	76,253
4	44,487	49,694	55,409	68,032	72,397	76,070	79,719
5	46,137	51,633	57,354	71,066	75,585	79,373	83,089
6	47,790	53,564	59,620	74,099	78,765	82,676	86,472
7	49,438	55,506	61,727	77,127	81,949	85,979	89,850
8		57,441	63,837	80,161	85,125	89,275	93,224
9			65,942	83,190	88,312	92,587	96,609
10				86,221	91,488	95,885	99,987

The parties have acknowledged that, without limiting the foregoing, the following classes of Teachers shall be paid according to this pay scale:

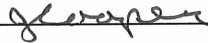
1. Substitute teachers;
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity or Parental Leave top-up;
4. Term teachers who are contracted to work less than 60 days.


This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated July 1, 2014 to June 30, 2018.

**CONCURRING SIGNATORIES**

Dated at Eriksdale, Manitoba this 2<sup>ND</sup> day of December, 2015

Signed and agreed on behalf of the Division:

  
Chairperson

  
Secretary - Treasurer

Signed and agreed on behalf of the Association:

  
President/Collective Bargaining Chair

  
Secretary