

THIS COLLATERAL AGREEMENT made this 3 day of July, 2020

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated May 12, 2016, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental and Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Benefits Trust (the "*Trust*") in the employ of the Division; and

WHEREAS the Division and the Association desire to set forth the terms and conditions under which the Division shall so participate in the administration of the Plan; and

WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association, the Manitoba Teachers' Society and the Trust, the Trust is responsible for the formulation, implementation and operation of the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September 2020 the Division shall pay monthly \$113.50 on behalf of each Employee in respect of the Dental plan and/or \$126.00 on behalf of each Employee in respect of the Extended Health plan, and \$16.25 for the Vision component of Extended Health, said \$113.50, \$126.00, and \$16.25 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:

**Garden Valley School Division
Box 1330, 750 Triple E Boulevard
Winkler MB R6W 4B3**

To the Association:

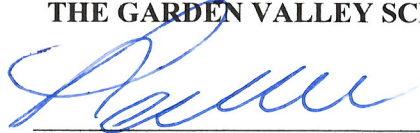
**Garden Valley Teachers' Association
Box 579
Winkler MB R6W 4A7**

and if mailed as aforesaid, shall be deemed to have been given on the fifth business day next following that upon which the letter containing such notice was posted.

8. Time shall be of the essence of the Agreement which Agreement shall be governed by the laws of the Province of Manitoba.
9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

THE GARDEN VALLEY SCHOOL DIVISION



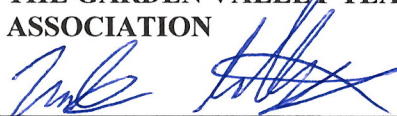
Chairperson



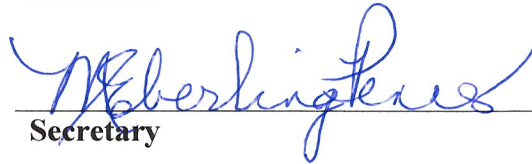
Secretary - Treasurer

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

THE GARDEN VALLEY TEACHERS' ASSOCIATION



President



Secretary

