

INDEX

JULY 1, 2004 to JUNE 30, 2007

**THE PEMBINA TRAILS SCHOOL DIVISION and
PEMBINA TRAILS TEACHERS' ASSOCIATION**

Page #

ARTICLE 1: GENERAL ITEMS

1.1	Purpose	2
1.2	Per Diem	2
1.3	Effective Period	2

**ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND
PLACEMENT ON SALARY SCHEDULE**

2.1	Educational Qualifications	2
2.2	Previous Experience	2
2.3	Letter of Authority and Permit	2
2.4	Industrial Arts Teachers	2-3
2.5	Increased Qualifications	3
2.6	Increments	4-5-6-7

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS

3.1	Salary Schedule	7-8
3.2	Method of Payment	8
3.3	Interest on Retroactive Pay	9
3.4	Principals and Vice-Principals	9-10-11-12
3.5	Teachers-In-Charge	12-13
3.6	Program Leaders	13-14
3.7	Coordinators and Consultants	14
3.8	Part-Time Teachers	15
3.9	Substitute Teachers	15-16
3.10	Deduction of Professional Fees	16-17
3.11	Mileage Allowance	17
3.12	Parking	18

ARTICLE 4: RIGHTS

4.1	Harassment	18
4.2	Freedom From Violence	18
4.3	Discipline	19
4.4	Due Process For Administrators	19-20
4.5	Complaints	20
4.6	Teachers On Limited Term Teacher General Contracts	21
4.7	Transfers	21
4.8	Personnel Records	21
4.9	Layoff	22-23-24-25
4.10	Settlement of Differences	26
4.11	Non-Discrimination	26
4.12	Posting of Teaching Positions	26-27

Index (continued)

ARTICLE 5: WORKING CONDITIONS

5.1	Contact Time	27
5.2	Extra Curricular Activities	27
5.3	Lunch Period	27

ARTICLE 6: LEAVES OF ABSENCE

6.1	Contract Reductions in Full Time Equivalency	27-28
6.2	Leave Without Pay	28
6.3	Leave of Absence For Executive Duties	29
6.4	Leave of Absence For Association Duties	29-30
6.5	Sick Leave	30-31
6.6	Family Leave	31
6.7	Bereavement Leave	32
6.8	Maternity/Adoptive Leave	32-33
6.9	Paternity Leave	34
6.10	Compassionate Care Leave	34
6.11	Personal Leave	34
6.12	Religious Holy Leave	34
6.13	Jury and Witness Duty	35
6.14	Deferred Salary Leave Plan	35

ARTICLE 7: BENEFITS

7.1	Group Life Insurance	35-36
7.2	Disability Benefits Plan	37
7.3	Extended Health Benefit Plan	38
7.4	Professional Development Fund	39

SIGNING 40

LETTER OF

Re: P n l Leave s	41
-------------------	----

ADDENDUM TO THE AGREEMENT

Re: l I p t und	42
-----------------	----

ETT 3 DE

Re: Allowances For Department Heads, Designated Teachers, Head Teachers	43-44-45
--	----------

I OF UNDER NDING

Re: Article 3.9 - Substitute Teachers	46
---------------------------------------	----

ARTICLE 1: GENERAL ITEMS

1.1 Purpose

The intent and purpose of the parties to this Agreement (hereinafter referred to as this Agreement) is to promote and improve the working relations between the Board and the Teachers' Association; to establish a salary schedule and other conditions of employment resulting from the operation of the said schedule; and to provide a basis for both parties to improve the professional and academic services rendered to the taxpayers and the children of the Pembina Trails School Division.

1.2 Per Diem

Whenever used in this Collective Agreement per diem shall mean the fraction that one school day bears to the total number of school days as prescribed by the Minister in any given school year.

1.3 Effective Period

This Agreement shall come into force and take effect on July 1st, 2004, and shall remain in force until June 30th, 2007. In order to amend this Agreement, written notice, by registered mail, must be given by one **party** no later than 30 days prior to the end of the present Agreement. Agreement or amendment on which negotiations are begun prior to July 1st, 2007, shall be effective from July 1st, 2007, unless otherwise specified.

ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON SALARY SCHEDULE

2.1 Educational Qualifications

Except **as** otherwise qualified in this Agreement, the classification accorded the teacher by Manitoba Education pursuant to Manitoba Regulation 515/88 and subsequent amendments shall be used to determine the class in the "Basic Salary Schedule."

2.2 Previous Experience

Except **as** otherwise qualified in this Agreement, for purposes of this Article, years of completed experience shall be the same **as** the years of completed experience **as** determined by Manitoba Education *Verification & Classification and Experience*.

2.3 Letter of Authority and Permit

Teachers lacking professional training are to be paid at scale one class equivalent below the class these teachers would be in had they received professional training.

2.4 Industrial Arts Teachers

- (a) The Board may award a Class IV standing to Industrial Arts Teachers holding a B. Sc. in Industrial Arts if it deems the qualifications to be closer to a P1A4 rating **than** to a P1A3. (Note: these circumstances tend to arise in respect to American degrees where education subjects are undergraduate rather **than** graduate as in the case in Manitoba).

**ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON
SALARY SCHEDULE (continued)**

2.4 Industrial Arts Teachers (cont'd)

- (b) Where acceptable to the Board, each three years of non-teaching experience related to the duties of the Industrial **Arts** Teacher may be counted as one year teaching experience up to (but not beyond) the maximum as determined in Article 3.1.

2.5 Increased Qualifications

- (a) Each teacher in Classes I, II, III, IV, V, VI who increase educational qualifications which result in placement in a higher classification shall be placed at the same step of the schedule where placed in the previous classification provided that:
 - (i) prior to commencing a program leading to increased qualifications the teacher gives written notice to the Division of intention to do *so*, and
 - (ii) the Division does not, within sixty (60) days of receipt of such notice, advise the teacher, in writing, that in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.

If the teacher does not *so* notify the Division, or if, after the teacher has notified the Division, the Division advised the teacher as aforesaid, that teacher shall, when placed in a higher classification resulting from increased qualifications, be placed on the step of the schedule resulting in a rate of pay nearest to but not less than the rate of pay received prior to the improved qualifications.

- (b) When the Secretary-Treasurer is in receipt of a *Verification of Classification* from Manitoba Education, on behalf of a teacher who has improved qualifications, the effective date of the increased salary shall be the date verified to the Manitoba Education as set out in the *Verification of Classification*. Where the date verified to Manitoba Education as set out in ~~the~~ *Verification* falls during July or August, such increase shall become effective on the September 1, immediately following.
- (c) The onus to file evidence to Manitoba Education is exclusively the obligation of the teacher including relations with third parties, The Division bears no responsibility nor liability for any failure on the part of third parties to provide experience information or do **any** other *thing* with respect to the process of a teacher's increased qualifications.

**ARTICLE 2: OUALIFICATIONS/EXPERIENCE AND PLACEMENT ON
SALARY SCHEDULE (continued)**

2.6 Increments

The following provisions are to come into effect on and from the 1st day of the Fall Term, 2004:

1. **Initial Placement**

- a) At commencement of the start of any contract (Form 2, Teacher-General) or start of any successive term contract (Limited Term Teacher-General) each teacher shall be placed on the step of the salary schedule in accordance with the classification and years **of** experience as recognized and reported by Manitoba Education as at June 30th of the prior year.
- b) Should the commencement of the contract occur at a time other than at the start **of** the Fall Term, such newly contracted teacher shall receive credit for experience which would be recognized by Manitoba Education (save and except for experience as a substitute teacher while not on a Form 2 or Teacher General or Limited Term Teacher-General Contract) which experience would have been obtained in the school year after the June 30th last recognized and reported by Manitoba Education. In order to recognize this experience for purposes **of** initial placement, the following criteria must be met:
 - i) The recognizable experience must relate to a period subsequent to the last June 30 reporting date for experience from Manitoba Education;
 - ii) The experience must be recognizable by Manitoba Education as experience;
 - iii) The experience must have been acquired while under a Form 2 **or** Teacher General or Form 2A **or a** Limited Term Teacher-General Contract;
 - iv) The experience must have been obtained with a Manitoba School Division;
 - v) A letter confirming the number of days taught under contract for the relevant period must be provided from the Division in which the experience was obtained. The onus shall rest solely with the teacher to provide such letter of confirmation.
- c) Where the term “experience” is used in this article it shall be experience recognized by Manitoba Education.

**ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON
SALARY SCHEDULE (continued)**

2.6 Increments (continued)

2. Full-Time Teachers

(a) Each full-time teacher shall proceed to the next step of the Basic Salary Schedule in accordance with the provision of this article at the Teacher Increment Date (T.I.D.) until the maximum step has been reached. The teacher increment date shall be defined as the date when any teacher shall move from one step on the Basic Salary Schedule to the next higher step on the Basic Salary Schedule until the maximum step has been reached.

b) Initial Teacher Increment Date (T.I.D.)

Following the initial placement at the commencement of a contract, a Teacher Increment Date (T.I.D.) will be established for each teacher. The T.I.D. shall be at the start of the month following the accumulation of a further 180 F.T.E. days of experience counting as **part** of that 180 F.T.E. days, any carryover days (partial years experience) as recognized and reported by Manitoba Education **as** at the prior June 30th and further counting **any** additional days of recognizable experience as contemplated under Article 2.6.1 (b) above.

c) Subsequent T.I.D.s

i) Each full-time teacher's T.I.D. shall fall on the anniversary date of the initial T.I.D. provide that the teacher has completed at least 180 F.T.E. days experience as recognized by Manitoba Education between the most recent T.I.D. and the next scheduled T.I.D.

ii) In the event that a full-time teacher has not accumulated at least 180 F.T.E. days of experience by the next scheduled T.I.D., the date of that T.I.D. shall be deferred and rescheduled to the first day of the month following completion of 180 F.T.E. days of experience. The deferred T.I.D. shall become the regularly scheduled T.I.D. subject to further deferral pursuant to this subsection.

d) Definitions

i) **A** full-time teacher is a teacher who is under contract to teach each complete school day in any school year.

ii) **A** full-time teacher who takes an unpaid leave of absence during a school year or a temporary contract reduction within a school year on a temporary basis shall be considered as a full-time teacher for purposes of this article.

**ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON
SALARY SCHEDULE (continued)**

2. Increments (continued)

- iii) Full-time teachers whose contracts are permanently reduced to less than full-time shall be classified as part-time teachers for the purpose of this article commencing with the school year when such permanent contract reduction commences.
- iv) F.T.E. shall mean full time equivalent.

3. Part-Time Teachers

- a) Each part-time teacher shall proceed to the next step of the Salary Schedule in accordance with the provision of this article on the T.I.D. until the maximum step has been reached.
- b) Following the initial placement at the commencement of a contract a Teacher Increment Date (T.I.D.) shall be established for each teacher. The initial T.I.D. shall be determined including, in the count, any carryover days (partial years experience) as recognized and reported by Manitoba Education as at the prior June 30 and further counting any additional days of recognizable experience as contemplated under Article 2.6.1 (b) above.
- c) Subsequent T.I.D.s
 - i) Each part-time teacher's T.I.D. shall fall on the anniversary date of the initial T.I.D. provided that the teacher has completed at least 25 F.T.E. days experience from the date of the previous T.I.D. to the next anniversary of the T.I.D. In the event that a part-time teacher does not complete at least 25 F.T.E. days experience between the date of the previous T.I.D. and next anniversary of the T.I.D., the next T.I.D. shall be deferred until the start of the month following the accumulation of 25 F.T.E. days experience.
 - ii) In the event that a part-time teacher has not accumulated the minimum number of days as required in Article 2.6.3(c)(i) to qualify to move to the next step on the Salary Schedule on the next scheduled T.I.D., the date of that T.I.D. shall be deferred and rescheduled to the first day of the month following accumulation of the minimum number of days as required in Article 2.6.3(c)(i). The deferred T.I.D. shall become the regularly scheduled T.I.D. subject to further deferral pursuant to this sub-section.
- d) Definitions
 - i) **A part-time teacher is a teacher who is under contract to teach less than each complete school day in any school year.**

**ARTICLE 2: QUALIFICATIONS/EXPERIENCE AND PLACEMENT ON
SALARY SCHEDULE (continued)**

2.6 Increments (continued)

- ii) A part-time teacher who temporarily teaches each complete school day for a portion of the year shall continue to be classified as a part-time teacher for purposes of this article.
- iii) Part-time teachers whose contracts are permanently increased to full-time shall be reclassified as full-time teachers for purposes of this article commencing with the start of the full clear school year in which they are employed under full-time contracts for at least the entire school year.
- iv) Part-time teachers who are increased to a full-time contract on a temporary basis, shall continue to be considered as part-time teachers for purposes of this article unless and until that temporary full-time status applies for a full clear school year at which time the classification as a full-time teacher shall commence at the start of that full clear school year.
- (v) F.T.E. shall mean full time equivalent.

4. Reversion of Part-Time Teachers

- a) Part-time teachers who are reclassified as full-time teachers for purposes of this article shall have their step on the Basic Salary Schedule reverted to the step on which they would be placed had they been full-time since the commencement of employment.
- b) Part-time teachers who were reclassified to full-time for purposes of this article and subsequently are reclassified to part-time shall reassume the step on the Basic Salary Schedule they would have occupied had they been part-time since the commencement of employment.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS

3.1 Salary Schedule

Basic Salary Schedule – Effective September 1, 2004							
Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	27,869	30,847	33,593	40,203	42,700	45,717	48,297
1	29,224	32,193	35,361	42,451	45,125	48,080	50,957
2	30,583	33,983	37,622	44,699	47,539	50,606	53,656
3	31,941	35,778	39,876	46,952	49,967	53,168	56,339
4	33,302	37,570	42,137	49,276	52,387	55,729	59,043
5	34,658	39,368	44,397	51,611	54,810	58,291	61,729
6	36,224	41,990	47,580	53,950	57,238	60,852	64,420
7				56,284	59,701	63,416	67,111
8				58,627	62,277	65,986	69,801
9				63,311	66,930	71,105	75,189

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**3.1 Salary Schedule (continued)**

Basic Salary Schedule - Effective September 1, 2005							
Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	28,705	31,772	34,601	41,409	43,981	47,089	49,746
1	30,101	33,159	36,422	43,725	46,479	49,522	52,486
2	31,500	35,002	38,751	46,040	48,965	52,124	55,266
3	32,899	36,851	41,072	48,361	51,466	54,763	58,029
4	34,301	38,697	43,401	50,754	53,959	57,401	60,814
5	35,698	40,549	45,729	53,159	56,454	60,040	63,581
6	37,311	43,250	49,007	55,569	58,955	62,678	66,353
7				57,973	61,492	65,318	69,124
8				60,386	64,145	67,966	71,895
9				65,210	68,938	73,238	77,445

Basic Salary Schedule - Effective September 1, 2006							
Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	29,566	32,725	35,639	42,651	45,300	48,502	51,238
1	31,004	34,154	37,515	45,037	47,873	51,008	54,061
2	32,445	36,052	39,914	47,421	50,434	53,688	56,924
3	33,886	37,957	42,304	49,812	53,010	56,406	59,770
4	35,330	39,858	44,703	52,277	55,578	59,123	62,638
5	36,769	41,765	47,101	54,754	58,148	61,841	65,488
6	38,430	44,548	50,477	57,236	60,724	64,558	68,344
7				59,712	63,337	67,278	71,198
8				62,198	66,069	70,005	74,052
9				67,166	71,006	75,435	79,768

3.2 Method of Payment

- (a) Teachers shall be paid one-twelfth (1/12) of their annualized salary rate on or before the second last teaching day of each month during the period September to May inclusive in which services were provided from the first teaching day of a month. In the case of a teacher commencing employment on a teaching day other than the first teaching day, the teacher shall be paid on or before the second last teaching day of that month the proportion of the number of days taught bears to the total number of teaching days in the month multiplied by one-twelfth (1/12) of the teacher's annualized salary rate.
- (b) On or before the second last teaching day of the month of June, teachers shall be paid the difference between the annualized salary earned during the school year and all amounts paid prior to that date. The amount of the annualized salary earned by any teacher shall be determined by taking the total days taught by a teacher as a proportion or percentage of teaching days in the Fall and Spring Terms as prescribed by the Minister of Education multiplied by the annualized salary rates in effect during the school year.
- (c) Where, in any year, teachers who leave the employ of the Division between the expiration of the previous agreement and the date of signing of this agreement shall bear the onus of notifying the Board as to any change in address.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.3 Interest On Retroactive Pay

The Division shall pay to teachers of the Association interest on any retroactive payment owed to the teachers. The interest shall be calculated from the date on which the monies would have been due to the actual date of payment. The interest shall be calculated on the gross amount of any retroactive pay due, less the amount of any statutory deductions including Canada Pension, Employment Insurance and Income Tax and less other deductions with respect to that pay. The interest shall be paid at the average rate at which the Division borrows funds or could have borrowed funds if none were borrowed, during the twelve-month period immediately preceding January 1st of the calendar year in which the agreement is renewed. The Division shall normally pay to the teachers of the Association back pay and interest on retroactive pay no later than eight weeks following the date of signing the agreement. For agreements signed in months other than June, payment will be made within a reasonable time frame.

3.4 Principals and Vice-Principal2

The following provisions shall be effective on and from the first day of the Fall Term 2004:

- a) The principal or vice-principal of a school shall receive **an** annual salary comprised of the following components:

i) Basic Teacher Salary:

The full salary as a teacher as set out in the Basic Salary Schedule in Article 3.1.

plus

ii) Enrolment Allowance:

An allowance based on the actual number of students in each school, **as** at September 30th of each year, with each student counted **as** one.

	<u>Sept. 2004</u>	<u>Sept. 2005</u>	<u>Sept. 2006</u>
i) For principals	\$2.06	\$2.12	\$2.18
ii) For vice-principals	\$1.03	\$1.06	\$1.09
plus			
iii) <u>Fixed Allowance:</u>	<u>Sept. 2004</u>	<u>Sept. 2005</u>	<u>Sept. 2006</u>
i) For principals	\$6,695	\$6,896	\$7,103
ii) For vice-principals	\$4,687	\$4,828	\$4,973
plus			
iv) <u>Staffing Allowance:</u>	<u>Sept. 2004</u>	<u>Sept. 2005</u>	<u>Sept. 2006</u>
i) For principals	\$386	\$398	\$410
ii) For vice-principals	\$193	\$199	\$205

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.4 Principals and Vice-Principals (continued)

The staffing allowance shall be based on the actual number of teachers in a school as at September 30th, of each year, excluding therefrom the principal and vice-principal, with each teacher counted as one.

The allowances set out in sub-paragraphs (ii), (iii) and (iv) shall apply in full to each principal and vice-principal notwithstanding the proportion of the work assignment which relates to administrative activities.

The annual salary of each principal and vice-principal shall be adjusted effective the first day of the Fall Term of each year based upon the foregoing components.

b) Transition to June 30, 2007:

- i) For 2003/04, for any principal or vice-principal, where the annual salary determined pursuant to Article 3.4(a) is less than the salary for 2002/03, that principal or vice-principal shall receive a protected salary as defined in Article 3.4(c)(ii) until such time as the salary for that position exceeds the protected salary.
- ii) The protected salary referenced in 3.4(c)(i) shall be defined as the salary applicable to that position for 2002/03 but increased in any year by the dollar amount of increase in the affected principal's or vice-principal's Basic Salary Schedule in Article 3.1, (i.e. the teacher's Basic Salary Schedule portion).
- iii) This article shall be rendered null and void and of no effect on and from the first day of the Fall Term 2007. Salaries for all principals and vice-principals currently receiving salaries pursuant to this paragraph shall, effective on and from the first day of the Fall Term 2007, receive salaries as determined pursuant to Article 3.4(a) of this Agreement.

c) Transfer Protection:

i) Board Initiated Transfers

Where the Board initiates by way of directing a transfer of a principal or vice-principal from the current position to a different position which position generates a lower salary than the current position, the following protections shall apply:

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.4 Principals and Vice-Principals (continued)

- aa) Where such Board-initiated transfer is to a new assignment as a principal or vice-principal the transferee shall retain a protected salary as defined in 3.4(b)(ii) (except that the protected salary shall be that of the current year with periodic adjustment for changes in the Basic Salary Schedule) until such time as the overall salary of the newly assigned principalship or vice-principalship exceeds the protected salary of the current principalship or vice-principalship. In no event, however, shall the protected salary paid, pursuant to this Article, extend for more than three **(3)** years past the date the transfer to the new assignment becomes effective.
- bb) Where such Board-initiated transfer is to a new assignment in any position other than a principalship or vice-principalship the transferee shall receive a protected salary as defined in 3.4(b)(ii) (except that the protected salary shall be that of the current year with periodic adjustment for changes in the Basic Salary Schedule) until the overall salary of the newly assigned position exceeds the protected salary of the current principalship or vice-principalship. In no event, however, shall the protected salary paid, pursuant to this Article, extend for more than one (1) year past the date the transfer to the new assignment becomes effective.
- cc) For purposes of this Article the term “overall salary” shall mean the sum of the Basic Salary Schedule and all allowances as determined in Article 3.4(a).

ii) Principal/Vice-Principal Initiated Transfers:

Where a principal or vice-principal initiates a transfer, by way of application or another means, ~~from~~ the current position to any other position of any type whatsoever, the salary for that new assignment shall be the overall salary as derived ~~through~~ the provisions of this Agreement and the protected salary provisions of this Article shall not apply.

d) New Appointment (August Payment)

When, at the start of any Fall Term, a teacher is appointed to a principalship or vice-principalship or a current principal or vice-principal transfers to a new assignment as a principal or vice-principal, the newly appointed or transferred principal or vice-principal shall be paid for ten **(10)** additional days for the August immediately preceding the effective date of the appointment or transfer. The ten (10) additional days pay shall be calculated on the basis of 1/200 of the annual salary for the position at the annualized rate prevailing on the first day of the Fall Term.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.4 Principals and Vice-Principals (continued)

The newly appointed or transferred principals or vice-principals are required to work the additional days for which they are being paid pursuant to this Article.

Any new appointments or transfers effective at any time other than on the first day of the Fall Term do not qualify for the additional payment as herein provided.

e) Establishment of Vice-Principalships:

- i) aa) A vice-principalship(s) shall be established in any school based on the enrolment as at September 30th of each year **as** follows:

<u>Average Enrolment</u>	<u>Vice-Principalship</u>
450-849	1.0
850-1,249	1.5
1,250+	2.0

- bb) When the Board is required to establish a vice-principalship pursuant to Article 3.4(e)(i)(aa) that appointment shall become effective not later than the **start** of the next Fall Term.

- ii) The Board shall have the discretion to establish or discontinue vice-principalships of any full-time equivalency whatsoever in whole or in part in any school other than those required in Article 3.4(e)(i)(aa).
- iii) In cases where a school no longer qualifies for a vice-principalship pursuant to Article 3.4(e)(i)(aa) and the Board desires to discontinue that vice-principalship, that vice-principalship shall not be discontinued earlier than the start of the following Fall Term.

f) Return from Leave:

Principals and vice-principals returning from Deferred Salary Leave or Maternity Leave shall be placed in the same or comparable position as **had** been occupied at the time leave was taken.

3.5 Teachers-In-Charge

This article shall become effective on and from the first day **of** the Fall Term 2006.

- a) A Teacher-In-Charge shall be appointed annually, **by** the Superintendent on the recommendation **of** the Principal in each school without a Vice-Principal. The annual allowance for Teachers-In-Charge shall be \$1,000. In any school year where the principal is absent for more than twenty (20) full time equivalent days, the Teacher-In-Charge shall receive an additional daily allowance of \$35 for each such full day.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.6 Program Leaders (continued)

- c) The Principal, in consultation with the teaching staff, will decide on the specific subject or area of responsibility of the Program Leaders to be appointed. Notwithstanding the foregoing, the Division may decide, annually, the areas in which Program Leaders shall be assigned.
- d) Program Leaders shall be appointed by the Superintendent on the recommendation of the Principal.
- e) A pool of substitute days will be allocated to each high school each year equal to eight (8) half days multiplied by the number of Program Leaders in each high school as at September 30 of that year. The substitute days will be used to provide release time to Program Leaders in the high school. The Principal of each high school shall determine the details of how the substitute days will be used.
- f) The annual allowance for Program Leaders shall be as follows:
 - i. For Program Leaders in high schools\$2,400
 - ii. For Program Leaders in all other schools\$1,200
- g) Each individual teacher receiving a Department Head Allowance, Temporary Department Head Allowance or Team Leader Allowance during the 2005/06 school year pursuant to the Letter of Understanding dated March 11, 2004, shall be appointed to the position of Program Leader for the 2006/07 school year and the 2007/08 school year provided that the teacher remains in the same school in which the teacher served as Department Head, Temporary Department Head or Team Leader during 2005/06. The allowance paid to the Program Leaders who are appointed pursuant to this paragraph for 2006/07 and 2007/08 shall be the greater of the allowance paid during 2005/06 or the annual allowance set out in paragraph (f) of this Article.

3.7 Coordinators and Consultants

- a) Effective the first day of the Fall Term 2004, allowances for the position of Consultant and Coordinator shall be established as set out below:

	<u>Sept. 2004</u>	<u>Sept. 2005</u>	<u>Sept. 2006</u>
Consultant.....	\$4,986	\$ 5,136	\$ 5,290
Coordinator.....	\$9,972	\$10,271	\$10,579

The foregoing allowances shall be paid in addition to the Consultant's or Coordinator's salary as set out in the Basic Salary Schedule.
- b) Where the Consultant or Coordinator position is less than full time, the allowance shall be pro-rated.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.8 Part-Time Teachers

- a) Part-time teachers shall participate in school activities, as outlined below, during the regular school day when requested by the Principal. Pursuant to guidelines issued by the Superintendent, part-time teachers shall receive a per diem payment or portion thereof, for time spent over and above their regularly scheduled teaching time during the school day. At the Superintendent's discretion, time in lieu of compensation may be given in an amount equal to the time spent over and above their regularly scheduled teaching time during the school day. The Principal of each school shall submit to the Secretary-Treasurer with the current month-end reports, on prescribed forms, a report of part-time teachers who are entitled to receive payments pursuant to this article. Payments pursuant to this article shall be made with the next regular pay cheque at the end of the following month. Upon receipt on prescribed forms, at the end of June, for time not included in the mid-June report, any payments, pursuant to this article, shall be made by July 30.

The school activities, when occurring during the regular school day, eligible for payment under this article are:

- i) Attendance at staff meetings.
 - ii) Parent-Teacher interviews.
 - iii) In-service components.
 - iv) Field **trips**, band trips, music festivals.
 - v) Report card writing.
- b) **All** other hiring considerations being equal:
- i) Consistent with Article 4.12 (Posting of Teaching Positions) part-time teachers signed to **Form 2** or Teacher-General Contracts with Pembina Trails School Division shall be afforded preference over new hires for full time or part-time teaching positions for which they are qualified when such positions become available.
 - ii) When more than one part-time teacher applies for the same position, length **of** service under contract with the Division shall prevail in determining the successful candidate.

3.9 Substitute Teachers

- a) Rates

The **Board** may increase substitute rates at its discretion to such rates, for such periods of time and in such circumstances as the Board deems reasonable. In no case, however, may substitutes be paid at a rate below the following schedule:

- (i) Effective on and from April 1, 2006, the following shall be the rates:
 - Class 1-3 \$119 per day inclusive of vacation pay;
 - Class 4-7 **\$139** per day inclusive of vacation pay.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.9 Substitute Teachers (continued)

Effective on and from the first day of the Fall Term 2006:

Class 1-3 \$120 per day inclusive of vacation pay;

Class 4-7 **\$141** per day inclusive of vacation pay.

Substitute rates shall be as per Article 3.11 (a) or (b) whichever is the greater.

With the exception of substitute payments being made pursuant to paragraph (b), retroactive substitute payments pursuant to paragraph (a), which would arise as a result of a new Collective Agreement being concluded, in any year, shall not be paid where the gross amount of such retroactive payment is less than \$10.00.

b) Prolonged Substitution

After six (6) consecutive days of substituting, a substitute in one classroom, or for one teacher, shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 2, retroactively to the first day of such service. Substitute teachers paid pursuant to this paragraph shall not be paid at a rate higher than that provided for at the maximum salary of Class 4.

c) Pay cheques relating to salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the twentieth day of the following calendar month.

d) Substitute teachers will only be covered by Article 3.9 of this agreement.

3.10 Deduction of Professional Fees

a) Professional fees for a school year will be deducted from every participating teacher. These deductions will be made in ten (10) equal monthly installments, according to the scale of fees established by the Manitoba Teachers' Society, starting with the September cheque. Monthly installments will be forwarded to the Central Office of Manitoba Teachers' Society, normally not later than the twentieth (20th) day of the following calendar month.

b) Pembina Trails Teachers' Association fees will be deducted from every teacher. These deductions will be made in ten (10) equal monthly installments, in accordance with the current rate of fees set by the Pembina Trails Teachers' Association. The fees will be remitted to the Pembina Trails Teachers' Association not later than the twentieth (20th) day of the calendar month following the month of collection.

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.10 ii of Professional Fees (continued)

- c) For new teachers, deduction of professional fees as set out in paragraph a) shall become effective from the start of the full pay period immediately following the commencement of employment.
- d) Any deductions required to be made from the salary of a teacher, as required by any statute having force and effect in Manitoba, shall take precedence over the deduction and payment of such fees.
- e) Fees to be paid by the Administrators eligible to be members of and belonging to the Pembina Trails Teachers' Association as members of the Manitoba Teachers' Society Administrators' Council will be deducted in two (2) equal installments in December and January. The amount of the deduction will be dependent on the scale set by the Council. Any Principal or Vice-Principal wishing to write themselves out of the Manitoba Teachers' Society Administrators' Council will notify the Division by October 15th each year.
- 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 local Association fees, Manitoba Teachers' Society fees and/or Manitoba Teachers' Society Administrators' Council fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

3.11 Mileage Allowance

- a) All teachers who are required to use their private vehicles shall receive a travel allowance of 40¢ per kilometer effective the first day of the month following the signing of this Collective Agreement.

For the Period	Report Submission Date to Secretary-Treasurer	Payment Date to Employees
Start of Fall Term to October 31	With month-end reports at: October 31	By November 30
November 1 to December 31	With month-end reports at: December 31	By January 31
January 1 to March 31	With month-end reports at: March 31	By April 30
April 1 to June 30	With month-end reports at:	By July 30

ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)

3.12 Parking

- a) The Board shall provide parking at a cost to the teacher as follows:

School Year	One-Half Time to Full-Time	Below One Half-Time
Effective September 1, 2004	Stalls with electrical service: \$130.00	\$65.00
	Stalls without electrical service: \$ 50.00	\$25.00
Effective June 30, 2007	Stalls with electrical service: \$150.00	\$75.00
	Stalls without electrical service: \$ 75.00	\$37.50

GST is chargeable in addition to the foregoing rates.

- b) Parking fees shall be deducted from the teachers' pay cheques in equal installments ~~from~~ September through June of each school year.

ARTICLE 4: RIGHTS

4.1 Harassment

- a) The Division and the Association recognize the right of all individuals within the Division to an environment free from sexual or other harassment and the right to be treated fairly.
- b) Allegations and investigations of harassment shall, to the extent possible, be dealt with in confidence.

4.2 Freedom From Violence

- a) Both the Association and the Board recognize the principle that all teachers are entitled to 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.
- b) 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.
- c) Teachers shall not have the right to grieve individual student disciplinary decisions made by **the** School Administration.

ARTICLE 4: RIGHTS (continued)

4.3 Discipline

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

- a) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to **or** persons bound by this Collective Agreement under the Settlement of Differences article.
- b) When such a difference is referred to a Board of Arbitration the Board of Arbitration shall have the power to:
 - i) uphold the discipline;
 - ii) rescind the discipline;
 - iii) vary or modify the discipline;
 - iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - v) do one or more of the things set out in sub-clause i), ii), iii) and iv) above.
- c) This article does not apply to teacher assessment and evaluation processes done pursuant to Division policy and practices and amendments thereto, except to the extent that any such assessment **or** evaluation is used **as** the basis of or in connection with disciplinary action.
- d) The Association agrees that the Division or any agent thereof has **the** right to suspend a teacher with or without pay with just cause.

4.4 Due Process For Administrators

- a) No principal or vice-principal covered by this Collective Agreement shall be demoted without just **and** reasonable cause.
- b) When the Board demotes **any** principal or vice-principal covered by this Collective Agreement, **and** where the affected principal or vice-principal is not satisfied that the demotion is for just and reasonable cause, the Board's actions shall be deemed to be a difference between the parties to, or persons bound by this Collective Agreement under the Settlement of Differences article.

ARTICLE 4: RIGHTS (continued)

4.4 Due Process For Administrators (continued)

- c) When such a difference is referred to a Board of Arbitration the Board of Arbitration shall have the power to:
 - i) uphold the demotion;
 - ii) rescind the demotion;
 - iii) vary or modify the demotion;
 - iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the demotion;
 - v) do one or more of the things set out in sub-clause i), ii), iii), and iv) above.

4.5 Complaints

- 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 Board **and** its 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 4: RIGHTS ()

4.6 Teachers On Limited Term General Contracts

- a) Teachers on Limited Term Teacher-General Contracts are those teachers engaged to perform a specific task, or for a specific period of time or until the occurrence of a specific event.
- b) Teachers with two (2) successive full school years of service under a Limited Term Teacher-General Contract shall, on employment for the third successive school year, be signed to a Teacher-General Contract.
- c) Notwithstanding the foregoing, should the Division expect the teacher to be employed in the third successive school year for a period of less than three (3) months, the Division may employ such teacher on a Limited Term Teacher-General Contract.
- d) A teacher who **has** been employed by the Division under a Limited Term Teacher-General Contract for two (2) successive school years and who subsequently is employed under a Teacher-General Contract, shall be deemed to have been employed under a Teacher-General Contract since the commencement of her or his duties under a limited term contract and shall be entitled retroactively to seniority and to unused sick leave days accrued since his or her date of hire under a Limited Term Teacher-General Contract.

4.7 Transfers

- a) The Association recognizes the right of the Board to assign teachers employed by the Board to schools and classes under the jurisdiction of the Board.
- b) Wherever possible, the Board shall give to any teacher to be affected by transfer, the greatest possible advance notice and, in any event, shall accord the teacher opportunity to consultation, both with respect to the fact of the **transfer** and the details of its accomplishment.

4.8 Personnel Records

- a) A teacher may at a mutually agreed time review his/her personnel file after submitting a request for such review to the Assistant Superintendent, Human Resources or designate. The Division will have its representative present when the teacher is examining his/her personnel file,
- b) A teacher shall have the right to respond in writing to any document contained in the personnel file.
- c) 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 teacher **has** been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

ARTICLE 4: RIGHTS (continued)

4.9 Layoff

- a) When it is determined by the Board that a layoff is necessary and where natural attrition, transfers and leaves of absence do not effect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest length of service with the Board.
- b) Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, academic qualifications, experience and ability, for a specific teaching assignment within the Division.
- c) Definitions
 - i) 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.
 - ii) Academic Qualifications: Refers to the classification in which a teacher is placed by the Teacher Certification and Records Branch of Manitoba Education.
 - iii) Experience: The practical application of the training over a period of time with respect to the particular subject or subjects.
 - iv) Ability: A teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
 - v) Length of Teaching Service: The teacher's length of continuous employment with the Board commencing with the first teaching day after one's most recent day of hiring with the Board. Approved leaves of absence shall not constitute a break in continuity of service.
 - vi) Specific Term Contract: A contract, either verbal or written, whereby a teacher is hired to teach a specific subject or subjects for a specific term during all or any part of a school year.
 - vii) School Year: The period of time from the commencement of a school term on **or** about the 1st day of September of a particular year to the end of the term in the month of June next following.
- d)
 - i) In the event of an impending layoff, the Board shall meet with the Executive of the Association to discuss the implications of the layoff and shall provide the Association with a list of teachers to be laid off, The meeting shall be held no later than the 15th day of April in any school year.
 - ii) The Board shall maintain a seniority list showing the date upon which each teacher's service commenced and the total length of service for the purpose of determining seniority.

ARTICLE 4: RIGHTS (continued)**4.9 Layoff (continued)**

- e) Length of teaching service shall be determined on the basis of the following:
 - i) The teacher's length of continuous employment, with the Board commencing with the first teaching day after one's most recent day of hiring with the Board.
 - ii) Where teachers have the same length of continuous employment with the Board, the length of teaching service shall be determined on the basis of total teaching experience in the Division.
 - iii) Where teachers have the same length of service as in (ii) the length of teaching experience shall be determined on the basis of total recognized teaching experience.
 - iv) Where teachers have the same length of service as in (iii) the length of teaching service shall be determined on the basis of total recognized teaching experience in Manitoba.
 - v) If the length of teaching service, as in (iv) is equal, the teacher to be laid off shall be determined as per signature date of respective contracts.
- f) Notice of any layoff shall be given to the teachers no later than the 15th day of May in any school year.
- g) i) If, after layoffs have occurred and for a period of two (2) calendar years after the 30th of September following the date of layoff, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications, experience and ability for the position available. Length of service 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, experience and ability.
 - ii) aa) Teachers With One Full School Year or Less

Where a teacher employed under a Teacher-General Contract for a full school year or less and as a result of this article that teacher's contract has been terminated and that teacher is subsequently signed to a new Teacher-General Contract then that teacher's length of service for determining layoff will be retroactive to the first teaching day under the previous Teacher-General Contract with the Division provided that employment is continuous.

ARTICLE 4: RIGHTS (continued)

4.9 Layoff (continued)

For the purpose of this article continuous employment is employment with the Division where there is no break in service. For further clarity summer, spring and winter breaks will not constitute a break in service provided that teacher has a Teacher-General Contract in force and effect on the last teaching day of the summer, winter or spring break and a Teacher-General Contract in force and effect on the first teaching day following that break.

bb) Teachers Employed Under a Limited Term Teacher-General Contract

Where a teacher on a Limited Term Teacher-General Contract becomes employed under a Teacher-General Contract, without a break in service, then the length of service for determining layoff will be retroactive to the start date of the first continuous Limited Term Teacher-General Contract signed with the Pembina Trails School Division (or either of its predecessor Divisions).

For the purpose of this clause a continuous Limited Term Teacher-General Contract will be employment with the Division under a Limited Term Teacher-General Contract where there is no break in service between one Limited Term Teacher-General Contract and another Limited Term Teacher-General Contract or Teacher-General Contract. For further clarity, the summer, winter and spring breaks will not constitute a break in service provided that teacher has a contract in force and effect on the last teaching day of the summer, winter or spring break and a Limited Term Teacher-General or Teacher-General Contract in force and effect on the first teaching day following that summer, winter or spring break.

- h) Each teacher shall keep the Board informed as to his/her current address.
- i) Teachers shall be recalled by registered mail and must reply by registered mail within fourteen (14) days of receiving the letter of recall. Failure to contact the Board shall result in the loss of all recall rights. If a teacher refuses a position for which that employee is qualified, such teacher shall lose all rights for recall.
- j) If a teacher is recalled as provided in (i) above, the following will not be affected:
 - i) accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of time of the layoff;
 - ii) seniority gained prior to being laid off, but seniority shall not be accrued for the period of time of the layoff.

ARTICLE 4: RIGHTS (continued)**4.9 Layoff (continued)**

- k) A teacher shall lose seniority for any of the following reasons:
- i) the teacher resigns;
 - ii) the teacher becomes employed by another school board except in the case of employment under a limited term contract;
 - iii) the teacher fails to return to work after the termination **of** any leave granted by the Board;
 - iv) the teacher is not re-employed within two **(2)** calendar years after September 30 following the date of layoff;
 - v) the teacher's contract is terminated for cause;
 - vi) any teacher on the re-employment list who refuses to accept a position **for** which the teacher has the necessary training, academic qualifications and ability to perform the work in the offered position, shall forfeit all rights of seniority and re-employment.

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

- l) Notwithstanding any other provisions of this article, the foregoing layoff provision shall not apply to a teacher continuously employed by the Board under **an** approved form of agreement for a full school year or less, as defined by the Minister by regulation, **or** to a teacher employed on a limited term contract not to exceed one (1) school year where during that term the teacher is employed on the express written understanding that the teacher's employment with the Board will cease at the end of such term, provided however, no teacher shall be laid off who has been employed by the Board under **an** approved form **of** agreement for more **than** one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under **an** approved form **of** agreement or a limited term contract not to exceed one (1) school year has not been laid off, having regard to the necessary training, academic qualifications and ability required for a specific teaching assignment **of** such teacher employed under a limited **term** contract **of** a teacher continuously employed by **the** Board under **an** approved form of agreement **for** a full school year or less as defined by the Minister by regulation.

ARTICLE 4: RIGHTS (continued)

4.10 Settlement of Differences

- a) Where there is a difference between the parties to, or persons bound by this Agreement, or on whose behalf it was entered into, concerning its content, meaning, application **or** violation, the aggrieved party shall, within fifty (50) teaching days of the event giving rise to the difference or alleged violation, or, within fifty (50) teaching days from the date on which the grievor became aware of the event giving rise to the difference or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the difference and the solution sought.
- b) If the difference is not settled within ten (10) teaching days from the date when the aggrieved party notifies the other party, in writing, of its desire to have the difference negotiated, the difference shall, upon Written request by either party be submitted to a single arbitrator as herein prescribed.
- c) A single arbitrator shall **be** selected jointly by the parties whose decision regarding the difference between the two parties or alleged violation, shall be limited to the difference or grievance outlined in the statement **or** statements submitted by the parties but the decision shall not have the authority to vary, add to, delete from change or disregard any provision of this Agreement.
- d) In the event that the parties are unable to agree upon a single arbitrator within ten (10) teaching days from the day one party notified the other **party** of its desire to have the difference submitted to arbitration, each party shall nominate one member ready, willing and able to sit on **an** arbitration board, and the two members so selected shall, within a further period of ten (10) teaching days, nominate a chairperson, ready, willing and able to serve in the capacity of chairperson of the Arbitration Board. In the event of the failure **of** the first two mentioned members of the Board to agree upon the selection of a chairperson the matter shall be referred by them to the Manitoba Labour Board who shall choose the chairperson.
- e) The costs of arbitration shall be shared equally by both parties to this Agreement.

4.11 Non-Discrimination

The provisions of *The Manitoba Human Rights Code* shall apply.

4.12 Posting of Positions

1. Teaching vacancies that arise throughout the year will be posted on the Divisional website at www.pembinatrails.ca for a minimum of four working days.
2. Teachers returning from approved leave shall be placed in positions which are then not required to be posted.
3. Vacancies for permanent positions which arise in mid year will be posted and filled and then reposted for all staff in the spring staffing period.

ARTICLE 4: RIGHTS (continued)

4.12 Posting of Teaching Positions (continued)

4. Consistent with provisions of Article 3.8 (b)(i), upon application for full time or part-time teaching positions, first preference will be given to all teachers signed to Form 2 or Teacher-General Contracts with Pembina Trails School Division for which they are qualified when such full time or part-time teaching positions become available.
5. All work sites will be notified when postings become available and be asked to post a hard copy.
6. The President of the Pembina Trails Teachers' Association will be notified of every opportunity as they arise.

ARTICLE 5: WORKING CONDITIONS

5.1 Contact Time

The student contact time assigned in any school year to any member, whether such time is in a teaching, consultative, or supervisory role, shall not, without the consent of the Association, be greater than 5% above the average student contact time assigned to members in each of Elementary, Junior High and Senior High, by the Division (former Fort Garry) during the school year of September 1999 to June 2000.

5.2 Extra Curricular Activities

Participation in extra curricular activities by teachers is voluntary.

5.3 Lunch Period

An uninterrupted lunch period of **sixty** (60) consecutive minutes shall be provided to each teacher in the Division between the hours **of** 11:00 a.m., and 2:00 p.m.

ARTICLE 6: LEAVES OF ABSENCE

6. Reduction in Full Time Equivalency

- a) Where a teacher requests that his/her full time equivalency be reduced for a school year or less, that request shall be subject to the approval of the Superintendent and, where approved, the reduced portion shall be treated as **an** unpaid leave of absence. Immediately upon conclusion of that leave **of** absence, the teacher's full time equivalency shall revert to the full time equivalency which existed prior to the commencement of **the** leave **of** absence. With the approval **of** the Superintendent, the teacher may extend that leave of absence past the original date and establish a new date at which the reduction in full time equivalency will revert to the original full time equivalency.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.1 Contract Reductions in Full Time Equivalency (continued)

- b) Where a teacher requests that his/her contract be permanently reduced, that reduction shall be subject to the approval of the Board and where approved, the reduced portion shall be deemed to be a contract reduction of a permanent nature.

6.2 Leave Without Pay

- a) Upon completion of three (3) years of employment in a teaching position with the Division, a teacher shall be eligible for a leave of absence without pay of up to two (2) years in length for study or other purpose. The Superintendent shall have full authority to deny any such request or modify any such request with the consent of the employee and the denial of a request shall not be subject to the Settlement of Differences article.
- b) Teachers with less than three (3) years of service may not apply for leave under this article.
- c) Without limiting the generality of the following, leaves may be granted for the following:
- extended parenting leave;
 - illness within the teacher's family;
 - educational reasons;
 - travel;
 - teacher exchange;
 - to engage in work other than as a teacher in a public or private school,
 - other purposes acceptable to the Superintendent.
- d) Such leave shall not result in loss of accumulated sick leave nor benefits accrued to the date leave without pay commences and shall not count as experience for increment purposes. Where benefits are allowed to continue the teacher on leave must pre-pay, on a timely basis, both the teacher and employer portion and be subject to any and all provisions of the applicable master plans which may apply. Teachers shall not accumulate sick leave while on leave without pay.
- e) A teacher returning from leave under this article within the first year will be placed in a position at the same level but not necessarily the same position. For a teacher who has been on leave for more than one (1) year, placement on return will be to any position. A teacher will return from leave only at the start of the applicable term or semester. Under no circumstances will leave in excess of two (2) years be granted under this article.
- f) A teacher on leave will be subject to the Layoff article should that teacher have been covered by that article had that teacher not been on leave.
- g) Applications for a leave of absence under this article to be taken during any school year are to be received by April 1st of the preceding school year.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.3 Leave Of Absence For Executive Duties

- a) A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or of any special Committee of the Society, or being appointed an official representative or delegate of the Society, or branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which that employee 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 meeting or to act as such representative or delegate and shall be excused from school duties for either purpose, provided that the cost of the substitute is assumed by the Society and shall not be charged upon the Board concerned. No additional leave of absence beyond five (5) days in a school year shall be taken for the purpose mentioned above or the purpose set out in Article 6.4, without the consent and approval of the Board except for the position(s) set out in Article 6.4. Except as otherwise provided in this subparagraph or subparagraph b), the maximum days allowed the Association in combined total under this article and Article 6.4 shall not exceed one hundred twenty (120) days in a school year. No additional leave of absence beyond one hundred twenty (120) days in a school year shall be taken for the purpose mentioned above except with the consent and approval of the Board.
- b) Notwithstanding paragraph (a), where a teacher has been elected to the Provincial Executive of the Manitoba Teachers' Society, that teacher shall, in a school year, for the sole purpose of fulfilling duties as members of the Provincial Executive, have the right to a leave of absence for a maximum of forty (40) days which days shall not be counted as part of the one hundred twenty (120) day allowable collective maximum provided in sub-paragraph (a). For each day's leave of absence taken pursuant to this sub-paragraph, the Society shall reimburse the Division the cost of the substitute.

6.4 Leave Of Absence For Association Duties

- a) The Association, upon giving written notice request on or before May 16th of each year shall be entitled to a maximum full time equivalent two positions for the following school year to attend to Association business. There shall be no loss of wages or benefits for the teachers on leave for Association business and the Association shall reimburse the Board for the full cost of such wages and benefits and any other costs associated with the leave. The details of the leaves requested are subject to the approval of the Superintendent prior to such leaves being taken.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.4 Leave Of Absence For Association Duties (continued)

- b) At the end of the scheduled term of leave as established pursuant to paragraph (a), each teacher shall return to a teaching position as designated by the Superintendent without less than the same wages and benefits as existed prior to the commencement of the leave for Association duties.
- c) Notwithstanding the limitations placed on the absence of individual teachers and the Association collectively, which are set out in Article 6.3, absence from duties to attend joint meetings with representatives of the Board for the purposes of negotiation, conciliation, arbitration or mediation-arbitration shall not be deducted from the individual employee maximum nor the Association collective maximum.

6.5 Sick Leave

- a) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where a teacher is unable to be at work and perform his/her regular duties as a result of illness or **injury**.
- b) The provision of twenty (20) sick days in any year shall be prorated in the following circumstances:
 - i) where a teacher commences employment at a time other than the commencement of the fall term;
 - ii) where a teacher returns from a leave at a time other than the commencement of the fall term;
 - iii) where a teacher terminates employment during the school year for reasons other than sickness;
 - iv) where a teacher commences an unpaid leave of absence for reasons other than sickness.

For purposes of the above, prorating of the twenty (20) sick days provided in any year shall be calculated as set out below:

No. of days of actual teaching service (including paid sick days)	X	20
<hr style="border: 0.5px solid black;"/>		
Total number of teaching days in the school year		

- c) The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.5 Sick Leave (continued)

- d) Where a teacher is ill, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during sick leave, but subject to e), the leave shall not exceed twenty **(20)** teaching days in any school year.
- e) 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 days in the second year
 - 60 days in the third year
 - 80 days in the fourth year
 - 100 days in the fifth year
 - 120 days in the sixth year
 - 124 days in the seventh and subsequent years. (It was agreed that the accrual of the maximum **of** 124 days would begin in the Fall of 2006).
- f) Should the Division become eligible for a reduction in premiums under The Employment Insurance Act, the teachers' five-twelfth **(5/12)** share of the premium reduction will be remitted annually by July **15th** in each school year to the Treasurer of the Association.
- g) When a teacher suffers an on-job injury and is absent from work **as** a result of that injury, the Board shall continue to pay the salary of that teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work **as** a consequence **of** the on-job **injury** shall not be charged against the accumulated sick leave balance.

6.6 Family Leave

- (a) Teachers shall be entitled to use up to **an** overall maximum of three **(3)** days of accumulated sick leave per school year to attend to the illness or injury of that teacher's spouse, pre-school or school age children, parents or parents-in-law. Where such cases occur, entitlement under this article may not be accessed concurrently by both caregivers who are teachers within the scope **of** this Agreement.
- (b) Effective **the** Fall Term 2006 the current provision **(a)** becomes null and void and Article 6.6 (b) shall apply.

Teachers shall be entitled to use **up** to an overall **maximum** of four **(4)** days of accumulated sick leave per school year to attend to the illness or injury of that teacher's spouse, children, parents or parents-in-law. Where such cases occur, entitlement under this article may not be accessed concurrently by both caregivers who are teachers within the scope of this Agreement.

RTU 6: E OF ABSENCE (continued)

6.7 Bereavement Leave

- a) A teacher shall be granted up to five (5) regularly scheduled consecutive work days leave without loss of salary or wages in the case of death or life-threatening illness in the immediate family, defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, step-parent, step-child, grandchild, court appointed ward, court appointed guardian.
- b) A teacher shall be granted up to one (1) regularly scheduled work day leave of absence without loss of salary or wages in the case of death or serious illness of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law.
- c) A teacher shall be granted up to one (1) regularly scheduled work day leave of absence without loss of salary or wages to act as a pallbearer at a funeral.
- d) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

6.8 Maternity/Adoptive Leave

- a) Every teacher shall be entitled to maternity and/or adoptive leave and any teacher, who has satisfied a seven (7) consecutive months of employment as a teacher with Pembina Trails School Division qualifying requirement, shall be entitled to the Supplementary Employment Benefits as described in items 4, 5 and 6 of this clause.
- b) Except as otherwise provided herein, the provisions of the *Employment Standards Code* will apply.
- c) The teacher and the Board may mutually agree to extend the length of the leave if the employee so desires. Any such arrangements shall be confirmed in writing by the Board. The *Employment Standards Code* shall apply, however, a period of maternity leave longer than contemplated in the *Employment Standards Code* may be agreed between the teacher and the Board to their mutual satisfaction and may include a determination that when the maternity leave expires during a school term, the teacher may return to work at the commencement of the term immediately following the expiration of the leave. For the purpose of this section “term” means either the months of September to December or January to June, or the commencement of a semester, as the case may be.

ARTICLE 6: LEAVE OF ABSENCE (continued)

6.8 Maternity/Adoptive Leave (continued)

- d) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the leave up to seventeen weeks in the amount of 90% of the salary being received at the time leave was taken, this pay to include any benefits received from Employment Insurance pursuant to a Supplementary Employment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Employment Benefits Plan with Human Resources Development Canada.
- e) In respect of the period of maternity leave, payments made according to the Supplementary Employment Benefits Plan will consist of the following:
 - i) For the first two weeks, payment equivalent to ninety percent (90%) of her gross salary, and
 - ii) Up to fifteen **(15)** additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety percent (90%) of her gross salary.
- f) The Human Resources Development Canada start date for the maternity leave waiting period is the start date for which a teacher is eligible for payment under this article.
- g) When any portion of the seventeen (17) weeks falls during the summer, Christmas break, spring break, or any other period for when the teacher is not earning her salary, for that portion of the maternity leave period the teacher is not entitled to receive maternity leave benefits pursuant to this article.
- h) A teacher taking paid adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from **Human** Resources Development Canada to a Supplemental Unemployment Benefits (SEB) Plan. The implementation of this clause is subject to the successful arrangement of a SEB Plan with Human Resources Development Canada.

In respect of the period **of** adoptive leave, payments made according to the SEB Plan will consist of the following:

- i) For the first two **(2)** weeks, payment equivalent to ninety percent (90%) of gross salary; and
- ii) Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the teacher is eligible to receive and ninety percent. (90%) of gross salary.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.9 Paternity Leave

Upon the occasion of a teacher's spouse giving birth to a child, that employee shall be granted one day's absence with pay for the actual occasion of birth and one further day's leave of absence with pay. It shall be understood that leave of absence with pay shall be provided when the day of birth or the additional day falls on a regular school day.

6.10 Compassionate Care Leave

The Compassionate Care Leave provisions of The *Manitoba Employment Standards Code* shall apply.

6.11 Personal Leave

Leave of up to one (1) day without loss of salary to attend to personal business may be granted at the discretion of the Superintendent.

6.12 Religious Holy Leave

- a) **A** teacher under contract shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the teacher's religion. Teachers shall not absent themselves from duty for reasons of religious holy days without first notifying the Superintendent or designate.

The following notification period shall apply:

- i) Teachers on staff requiring religious holy leave days during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year, however, not later than September 30 ;
 - ii) In instances where religious holy leave days are required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start of the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days;
 - iii) Where the appropriate notice has not been given, religious holy days leave will be provided and the teacher's regular salary will be deducted the substitute teacher rate in the teacher's salary classification.
- b) The parties agree that this article constitutes reasonable accommodation for religious holy leave.

ARTICLE 6: LEAVES OF ABSENCE (continued)

6.13 Jury and Witness Duty

- a) All teachers under contract shall be granted leave without deduction of salary for court appearances if the employee is:
 - i) subpoenaed to be a witness in a court action excepting those actions arising from the employee's personal affairs; or
 - ii) summoned for jury duty.
- b) The teacher shall remit to the Division any remuneration which the teacher may receive because of an appearance in court as a witness or juror.
- c) A teacher subpoenaed **as** a witness in a **Court** of Law must notify his/her Principal/Supervisor as soon as the notice is received,
- d) All information regarding **the** known times and length of absences should be made known **to** the teacher's Principal/Supervisor as soon as possible.
- e) The teacher shall make herself/himself available at her/his school when not required at court.

6.14 Deferred Salary Leave Plan

Teachers returning from Deferred Salary Leaves shall be reinstated in the same position or in a comparable position to the one held at the commencement of the leave with not less than the same wages and benefits.

(Note: The Board will continue **to** administer the terms and conditions of the DSLP previously in effect in the former Fort Garry and Assiniboine **South** School Divisions).

ARTICLE 7: BENEFITS

7.1 Group Life Insurance

- a) The Board shall administer **the** Manitoba Public Schools 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 d).

ARTICLE 7: BENEFITS (continued)

7.1 Group Life Insurance (continued)

- b) All teachers shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Board. Where teachers opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the teacher. The effective date of this paragraph shall be September 1st, 2004.
- c) All teachers coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired teachers in the Plan;
 - iii) maintaining records of the teachers who **are** and are not insured, including maintaining **files** of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
 - iv) completing a premium statement to accompany premium remittances;
 - v) providing claim forms to teachers or beneficiaries on request;
 - vi) completing and submitting the Employer Claim Submission for claimants;
 - vii) distributing Plan information to teachers from time to time;
 - viii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither **has** nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.
- 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 Group Life Insurance Plan.

ARTICLE 7: BENEFITS (continued)

7.2 Disability Benefits Plan

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) Any teacher shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired teachers in the Plan;
 - iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers **whose** coverage has terminated on leaving the Division;
 - iv) completing a premium statement to accompany premium remittances;
 - v) distributing plan information to teachers from time to time;
 - vi) completing and Disability Notification Form and submitting it to the Plan after a teacher has been absent ten (10) consecutive teaching days and where the sickness or disability may result in the filing of a claims for benefits;
 - vii) reporting to the Plan salary changes for teachers in receipt of benefits,
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Disability Benefits Plan.
- f) The Association shall indemnify and save 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.

ARTICLE 7: BENEFITS (continued)

7.3 Extended Health Benefit Plan

- a) The Board shall administer the Manitoba Teachers' Society Extended Health Benefit Plan effective the date of signing:

For purposes of this Agreement, the word "administer" shall mean and be limited to:

- i) enrolling all newly hired eligible members;
 - ii) deducting required monthly premiums from all enrolled teachers;
 - iii) remitting premiums to the carrier on a monthly basis on the required form;
 - iv) reporting all changes in family status to the carrier as reported by individual members of the Division;
 - v) maintaining a supply of pamphlets, brochures and claim forms for distribution to members upon enrollment and/or upon request as is appropriate. All such materials are to be provided by the carrier;
 - vi) any other matters agreed to in writing between the parties from time to time.
- b) Except as noted below in (c) and (d), all teachers who are eligible under the terms of the Plan shall be required to participate in the Plan.
- c) Where a teacher provides evidence of coverage for Extended Health Benefits through a spousal plan, such member shall be eligible to opt out of this Plan subject to the terms of this Plan.
- d) A teacher who works less than .3 time shall not be required to join the Plan.
- e) The obligation of the Division to administer the Plan on behalf of any teacher shall cease upon termination of employment with the Division.
- f) Save and except for the express responsibilities set out in this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Extended Health Benefit Plan.
- g) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Extended Health Benefit Plan.

R E 7: BENEFITS d)

7.4 Professional Development Fund

- a) The Board will establish a professional development fund by way of a separate allocation in its annual budget which will be jointly administered by the Association and Division.
- b) The Board shall make an annual allocation per fiscal year of \$400,000 for each of the 2004/05 fiscal year and 2005/06 fiscal year. Effective with the 2006/07 fiscal year, the Board shall make an annual allocation per fiscal year of \$405,000.
- c) The Professional Development Fund will not be an imprest fund.
(An imprest fund is created when a cash payment is made from the central bank account of the Division into either a pool of physical cash or into a bank account separate from the Division's central bank account and which is under the control of designated teachers of the Division. Disbursements are made from the imprest fund separate from the central disbursement process as directed by the designated teachers).
- d) A Management Committee will be established to administer the Fund comprised of equal representation from the Division and the Association. The Superintendent will appoint the Division representatives on the Management Committee and the President of the Pembina Trails Teachers' Association will appoint the Association representatives. The maximum size of the Management Committee will be eight (8).
- e) Where irreconcilable differences between the parties exist with respect to the administration of the Fund, a third party shall mediate/arbitrate any difference.
- f) The Division and the Association will agree on the name(s) of a third party or parties who will be available to mediate/arbitrate any irreconcilable differences between the parties on the administration of this Fund, The decision of the third party mediator/arbitrator will be final and binding.
- g) The Professional Development Fund expenditures are for sabbaticals (full or partial), in-service training, workshops, conferences, a course or courses of study which may or may not include paid or unpaid leaves of absence, or any other professional development activity which is appropriate.
- h) The Professional Development Fund is set out in addition to any other budgeted professional development allocation for staff, including teachers, which the Board may choose to make in the course of establishing its annual budget.
- i) Any professional development activity must have as its aim and purpose to provide a benefit and furtherance to the educational activities of the Pembina Trails School Division.

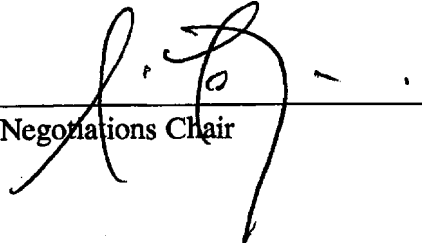
DATED at Winnipeg, Manitoba, this 19th day of

MAY A.D. 2006.

**Pembina Trails Teachers' Association
of The Manitoba Teachers' Society**



President

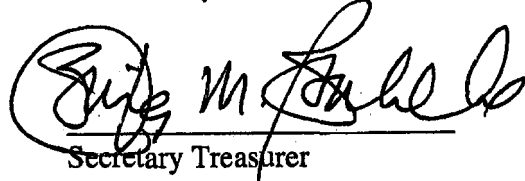


Negotiations Chair

Pembina Trails School Division



Chair of the Board



Secretary Treasurer

LETTER OF UNDERSTANDING

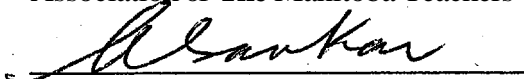
BETWEEN
THE PEMBINA TRAILS SCHOOL DIVISION
-and-
THE PEMBINA TRAILS TEACHERS' ASSOCIATION

RE: PERSONAL LEAVE APPLICATIONS

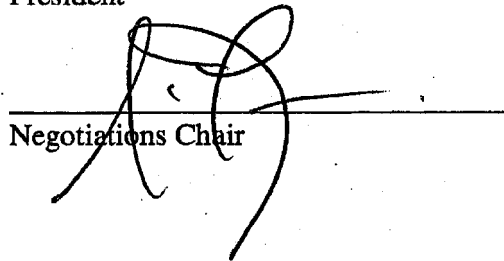
The Parties herewith agree that the Division will not require teachers to provide reasons for **their** request for personal leave under the Personal Leave article of this collective agreement.

Dated this 19th day of MAY, 2006.

Pembina Trails Teachers'
Association of The Manitoba Teachers' Society




President

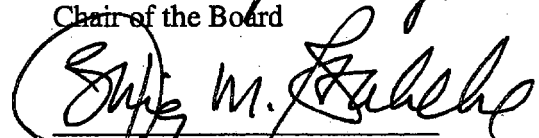


Negotiations Chair

Pembina Trails School Division



Chair of the Board



Secretary Treasurer

ADDENDUM TO THE AGREEMENT

BETWEEN

**THE PEMBINA TRAILS SCHOOL DIVISION
-and-
THE PEMBINA TRAILS TEACHERS ' ASSOCIATION
OF THE MANITOBA TEACHERS SOCIETY**

The following sets out the basis of an agreement made between the Pembina Trails School Division and the Pembina Trails Teachers' Association in conjunction with the Collective Agreement between the two parties made as of the 19th day of MAY, 2006.

PROFESSIONAL DEVELOPMENT FUND

The parties agree that the following are acceptable as mediator/arbitrator with respect to any irreconcilable differences which may arise between the parties in connection with the administration of the Professional Development Fund as set out in Article 7.4.


- i) Wally Fox-Decent
- ii) **Arne Peltz**
- iii) Failing the availability of either of the foregoing, the Manitoba Labour Board List "A" shall be accessed.

Dated at Winnipeg, Manitoba, this 19th day of MAY A.D. 200 6

Pembina Trails Teachers'
Association of The Manitoba Teachers' Society



President

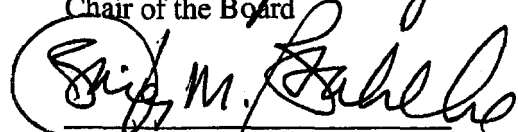


Negotiations Chair

Pembina Trails School Division



Chair of the Board



Secretary Treasurer

LETTER OF UNDERSTANDING

**BETWEEN
THE PEMBINA TRAILS SCHOOL DIVISION
-and-
THE PEMBINA TRAILS TEACHERS' ASSOCIATION**

**RE: ALLOWANCES FOR DEPARTMENT HEADS. DESIGNATED TEACHERS,
HEAD TEACHERS**

The Parties further agree that this Letter of Understanding expires at June 30th, 2006.

1. The Parties will strike an ad hoc committee comprised of equal numbers which would include representation from school administration to review, study and recommend **an** acceptable structure and allowance level for these areas of responsibility.

The structure and allowance recommendation shall be presented to the Association and Board for ratification as soon as possible following development by the committee, however not later than December 31st, 2004, and, furthermore shall be appended to the Collective Agreement as a Letter of Understanding to replace this current Letter of Understanding, and become effective the first teaching day of the month following ratification by the parties. These terms are to become **an** article in the Collective Agreement upon the next renewal thereof.

2. The following allowances from the former Assiniboine **South** and Fort Garry School Divisions shall remain in force and effect until they are replaced as provided for in (#1) above **or** are re-negotiated in subsequent negotiations. These rates shall be grossed up by the same percentage adjustments as applied to the Basic Salary Schedule.

FOR TEACHERS IN SCHOOLS WITHIN THE BOUNDARIES OF THE FORMER ASSINIBOINE SOUTH SCHOOL DIVISION.

3.08 Department Head Allowances

- a) The Division, on the recommendation **of** the Superintendent, may appoint a Department Head or Team Leader and, if appointed, **an** amount determined in accordance with **3.08** (b) shall be added to his/her basic salary.

Commencing	Where there are more than two (2) full time teachers, including the Department Head	For each teacher in excess of two (2), including the Department Head
September 1, 2004	\$ 1,930 PLUS	\$ 111
September 1, 2005	\$ 1,988 PLUS	\$ 114

RE: ALLOWANCES FOR DEPARTMENT HEADS, DESIGNATED TEACHERS, HEAD TEACHERS' ALLOWANCES (continued)

3.10 Designated Teacher

Where a teacher in a school is appointed to act as principal, the teacher so designated shall receive an allowance according to the following:

- i) one-half (1/2) of the principal's per diem allowance for each full school day of acting in the absence of the principal;
- ii) half days of appointment shall be accumulated and paid based on (i) of this article.

FOR TEACHERS IN SCHOOLS WITHIN THE BOUNDARYS OF THE FORMER FORT GARRY SCHOOL DIVISION

Article 12 - Department Heads

- a) Department Heads shall be appointed annually in each of the collegiates for each of the following subject areas when the number of teachers in the subject field reaches four. The appointments shall be made by the Board on the recommendation of the Superintendent and collegiate principals, on or before June 30th of each year for the following school year.

English	Physical Education	Business Education
Second Languages	Mathematics	Guidance
Social Studies	Science	Practical Arts

- b) Where the number of teachers in a department is less than the number required to sustain a Head, the Board shall have the right to initiate a temporary Headship at an annual stipend of:
 - i) For the period September 1, 2004 to June 30, 2005: \$1,351
 - ii) For the period September 1, 2005 to June 30, 2006: \$1,392
- c) Department Heads will receive an annual allowance of:
 - i) For the period September 1, 2004 to June 30, 2005: \$1,986
 - ii) For the period September 1, 2005 to June 30, 2006: \$2,046
- d) Up to four Team Leaders shall be appointed annually in each elementary and junior high schools. The responsibilities of the Team Leaders for each school shall be determined each year by the Board. Following the annual designation of the responsibilities, the Board shall ~~make~~ the Team Leader appointments based on the recommendation of the Superintendent and the junior high school principals. The appointments shall be made on or before June 30th for the following year.

RE: ALLOWANCES FOR DEPARTMENT HEADS, DESIGNATED TEACHERS, HEAD TEACHERS' ALLOWANCES (continued)

- e) Junior High School Team Leaders and Elementary Team Leaders shall receive an annual allowance of:
- i) For the period September 1, 2004 to June 30,2005: \$684
 - ii) For the period September 1, 2005 to June 30,2006: \$705

Article 11 - Head Teachers

- a) On the recommendation of the principal through the Superintendent to the Board, on or before September 30th in each year, a head teacher shall be appointed by the Division for each school not provided with the services of a vice-principal. The appointee shall act as principal during the absence of the principal. The head teacher shall receive a payment of **an annual** allowance equal to 2.7% of the amount in Step 1 of the Vice-Principals' Base Salary Schedule **as** outlined in Article 9 (b).
- i) For the period September 1, 2004 to June 30,2005: \$1,825
 - ii) For the period September 1, 2005 to June 30,2006: \$1,880
- b) On request of the Principal and with approval of the Administration, a substitute teacher may be engaged to relieve the head teacher of teaching duties during the principal's absence.
- c) During the Principal's absence, a Head Teacher, with the approval of the Superintendent, has the authority to engage a substitute teacher to relieve the head teacher of teaching duties.
- d) The Division, in its sole discretion, may appoint a head teacher to **any** school not meeting the criteria in paragraph a) and pay that head teacher the allowance set out in paragraph a).
- e) An acting head teacher who is designated to act as head teacher when the Principal and Vice-Principal **and** head teacher are absent from the school shall receive **an** allowance equal to **1/200** of 6% of Step 1 of the Vice-Principal's Base Salary Schedule as outlined in Article 9 (b) for each day of such absence. The Principal of each school shall submit to the Secretary Treasurer with the current month-end reports, on prescribed forms, a report of acting head teachers who are entitled to receive payment pursuant to this paragraph. Payments pursuant to this paragraph, shall be made with the next regular pay cheque at the end of the following month. Payments owing for the month of June shall be made available by July 30th following.
- i) For the period September 1, 2004 to June 30,2005: \$20.28
 - ii) For the period September 1, 2005 to June 30,2006: \$20.89

**LETTER OF UNDERSTANDING
BETWEEN
THE PEMBINA TRAILS SCHOOL DIVISION
-and-
THE PEMBINA TRAILS TEACHERS' ASSOCIATION**

RE: SUBSTITUTE TEACHERS

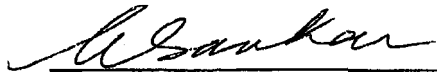
The Division and the Association herewith agree to establish a process with a view to reaching an agreement as to which provisions of the 2004-2007 Collective Agreement apply and/or operate for substitute teachers employed by the Division, subject to the following conditions:

1. This process shall be on a "without prejudice" basis to the respective opening proposals and reservations of the Division and the Association regarding and/or affecting substitute teachers that were submitted to amend and/or revise the Collective Agreement that expired on June 30th, 2004.
2. Any agreement reached by the Division and the Association shall be subject to ratification by the Board of Trustees and shall also be ratified by the membership of the Association if such ratification is deemed necessary by the Association.
3. The deadline for the Division and the Association to reach an agreement is June 30th, 2007.
4. In the event the Division and the Association fail to reach an agreement by June 30th, 2007, or an impasse is reached between the parties prior to this date, either party may submit the matter to arbitration for resolution in accordance with Section 103 of The *Public Schools Act*.
5. In the event this matter proceeds to arbitration, the items in dispute between the Division and the Association shall be restricted to the respective opening proposals and reservations of the parties regarding and/or affecting substitute teachers that were submitted to amend and/or revise the Collective Agreement that expired on June 30th, 2004.
6. The above notwithstanding, per diem rates for substitute teacher pay shall not be included in the items in dispute submitted by either party to arbitration.
7. Any agreement duly ratified in accordance with section 2 above will be appended to this Collective Agreement as an amendment to Article 3.9 Substitute Teachers.

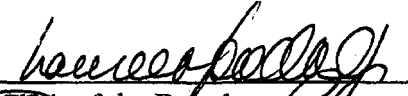
Dated at Winnipeg, Manitoba, this 19th day of MAY A.D. 2006.

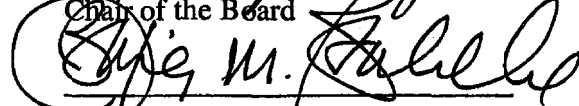
Pembina Trails Teachers Association
of The Manitoba Teachers' Society

Pembina Trails School Division

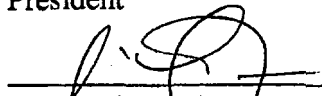


President



Chair of the Board


Secretary Treasurer



Negotiations Chair

48
