

# PRAIRIE SPIRIT SCHOOL DIVISION



## 2004 – 2005 COLLECTIVE AGREEMENT

Between

**Prairie Spirit School Division**

(hereinafter referred to as the Board) of the FIRST PART

AND

**Prairie Spirit Teachers' Association**

of the Manitoba Teachers' Society

(hereinafter referred to as the Association) of the SECOND PART

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## **Article 1**

### **1:01            *Purpose***

It is the intent and purpose of the parties of this agreement to promote and improve the working relations between the Prairie Spirit School Division (hereinafter referred to as the Board) and the Prairie Spirit Teachers' Association of the Manitoba Teachers' Society (hereinafter referred to as the Association) to establish a salary schedule, as provided for in section 2 of the individual Statutory Contract and to establish allowances for measurable responsibility.

### **1:02            *Agreement to act in Good Faith***

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

## **Article 2        *Effective Period***

This agreement shall come into force and take effect as of the First day of July 2004 and shall remain in effect until the Thirtieth day of June 2005 and shall automatically renew itself from year to year unless either party gives the other a written notice by registered mail of a desire to terminate or amend the agreement. Said notice shall be given between April 1<sup>st</sup> and May 31<sup>st</sup> prior to the date on which the agreement expires. The parties thereto shall confer within Fourteen (14) days of receipt of said notice in accordance with the Public Schools Act unless otherwise mutually agreed upon.

## **Article 3        *Salaries***

### **3:01            *Educational Qualifications***

For the purpose of this agreement, the members of the teaching staff shall be classified according to the classification set forth in Manitoba Regulation 515/88R or any amendments or substitutions thereof of the Public Schools Act except as otherwise provided in this agreement.

### **3:02            *Change in Qualifications***

The onus is on the teacher to give notice to the Division as soon as possible after credit has been obtained. A teacher completing the requirements for a higher classification shall be paid in accordance with the higher classification effective the first day of the month following which notice of change in classification is recognized by the Professional Certification and Student Records Unit of Manitoba Education, Citizenship and Youth. If the requirements are met in July or August, payment at the higher classification will commence September 1<sup>st</sup>.

**3:03 Basic Salary**

July 1<sup>st</sup>, 2004 to June 30<sup>th</sup>, 2005 Salary Grid prior to pre-tax deduction of dental plan.

	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
<b>Year 0</b>	<b>28,722</b>	<b>31,683</b>	<b>35,180</b>	<b>41,302</b>	<b>43,767</b>	<b>45,613</b>	<b>48,447</b>
<b>Year 1</b>	<b>30,079</b>	<b>33,480</b>	<b>37,369</b>	<b>43,635</b>	<b>46,217</b>	<b>48,195</b>	<b>51,029</b>
<b>Year 2</b>	<b>31,435</b>	<b>35,277</b>	<b>39,558</b>	<b>45,969</b>	<b>48,665</b>	<b>50,775</b>	<b>53,609</b>
<b>Year 3</b>	<b>32,793</b>	<b>37,074</b>	<b>41,748</b>	<b>48,302</b>	<b>51,114</b>	<b>53,357</b>	<b>56,192</b>
<b>Year 4</b>	<b>34,149</b>	<b>38,870</b>	<b>43,936</b>	<b>50,637</b>	<b>53,562</b>	<b>55,938</b>	<b>58,771</b>
<b>Year 5</b>	<b>35,506</b>	<b>40,668</b>	<b>46,125</b>	<b>52,971</b>	<b>56,010</b>	<b>58,518</b>	<b>61,353</b>
<b>Year 6</b>	<b>36,862</b>	<b>42,466</b>	<b>48,315</b>	<b>55,304</b>	<b>58,459</b>	<b>61,100</b>	<b>63,934</b>
<b>Year 7</b>				<b>57,638</b>	<b>60,908</b>	<b>63,680</b>	<b>66,514</b>
<b>Year 8</b>				<b>59,971</b>	<b>63,355</b>	<b>66,262</b>	<b>69,097</b>
<b>Year 9</b>				<b>62,305</b>	<b>65,804</b>	<b>68,842</b>	<b>71,677</b>

**3:04 Salary Reduction**

It is hereby understood and agreed that no teacher on staff at the present time will be liable to have their salary reduced through application of the newly negotiated schedule.

**3:05 Allowances for Experience**

Teachers on staff shall receive increments according to Article 3:03 until maximum is reached. Teachers in all classes holding a valid teaching certificate shall proceed from their initial placement on the basic schedule by annual proportional increments effective September 1<sup>st</sup> based on the experience earned and qualifications as recognized by the Professional Certification and Student Records Unit of Manitoba Education Citizenship and Youth.

**3:06 Use of Form 2 and 2A Contracts**

- 1) All permanent teachers who work for the division at thirty-five (35%) percent or greater time shall be employed on a Form 2 contract.
- 2) Form 2A contracts may be used when hiring teachers to fill positions at less than thirty-five (35%) percent.
- 3) Form 2A contracts shall be used when hiring teachers to replace teachers who are on leave. Teachers on leave shall advise their intentions (for the next year) no later than March 15<sup>th</sup>, of the year of leave.
- 4) A teacher employed by the division on a Form 2A contract shall be granted sick leave entitlement as outlined under 6:01 of the collective agreement.
- 5) A teacher employed by the division on a Form 2A contract in successive contract years and subsequently (with no break in service to the division) hired on a Form 2 contract shall receive recognition for sick leave entitlement experience and seniority from the signing date of the first of the successive Form 2A contracts.
- 6) A teacher employed by the division on a Form 2A contract shall be entitled to participate in all insurance plans available to other contracted employees if the teacher is eligible according to the master agreement of the plan.

**3:07*****Provisions for Part Time Teachers***

- 1) Teachers employed under contract on a part-time basis shall:
  - a. be paid according to their qualifications as established in 3:01.
  - b. be paid on a rate based on the fraction of the time employed.
  - c. the service of a part-time teacher shall be accumulated in the proportion of actual percentage of time employed in each school year. A part-time teacher who will remain in the same incremental step for more than one school year shall receive an increment effective the following September in said increment step. That increment shall be paid in the amount of the proportion of experience earned of time worked multiplied by the appropriate increment. Upon receipt of this increment no additional increment shall be paid until the teacher moves to the next incremental step.
- 2) Part-time teachers' contracts shall, within reason, reflect the actual time taught.
- 3) Part-time teachers shall receive preparation time and shall be assigned supervision duties (as appropriate to the school in which they teach) on a pro-rata basis.
- 4) Part-time teachers' timetables shall be blocked whenever possible. If not possible, split-shifts shall be arranged at the least inconvenience possible for the teacher involved.
- 5) When part time teachers are requested by administration to participate in professional development, administration, or parent teacher day activities requiring time over and above their percentage contract time, they shall, at their request, receive 1/200<sup>th</sup> or portion thereof for the time spent over and above their regularly scheduled working time during the school day. Time in lieu of monetary compensation may be given if mutually agreed upon between the teacher and employer.
- 6) When a staff meeting is called at a time when a part time teacher is not on duty, that teacher shall not be required to attend the staff meeting. It is the teacher's responsibility to be apprised of the staff meeting agenda and the decisions made.
- 7) Part time teachers shall be guaranteed the right to return to the first available full-time position, within their qualifications and experience, where part-time work was undertaken at the initiative of the employer.

**3:08*****Administrative Allowances***

- 1) In 2004 – 2005 a Principal shall receive an allowance of \$655.00 per full time equivalent teacher, including principals, over and above the basic salary with a minimum of \$3,023.00 to a maximum of \$14,473.00.
- 2) Effective June 30<sup>th</sup>, 2005 a Principal shall receive an allowance of \$665.00 per full time equivalent teacher, including principals, over and above the basic salary with a minimum of \$3,067.00 to a maximum of \$14,684.00.
- 3) In 2004 – 2005 notwithstanding the provisions of section 1, principals assigned to schools with less than two full time equivalent teachers, including teaching principals, shall be entitled to an allowance of \$1,231.00.
- 4) Effective June 30<sup>th</sup>, 2005, notwithstanding the provisions of section 2, principals assigned to schools with less than two full time equivalent teachers, including teaching principals, shall be entitled to an allowance of \$2,000.00.
- 5) Vice principals shall receive an amount equal to one-half of the Principal's allowance for that school.
- 6) In 2004 – 2005 in schools where no vice principal is appointed, one teacher shall be designated by the principal as acting principal and shall receive an allowance of \$13.80 per half day that the principal is absent.
- 7) Effective June 30<sup>th</sup>, 2005 in schools where no vice principal is appointed, one teacher shall be designated by the principal as acting principal and shall receive an allowance of \$14.00 per half day that the principal is absent.

- 8) It is recognized that in smaller schools the lesser administrative load should permit the principal to teach classes alongside the staff in the school. The minimum amount of administrative time allotted to each school shall be defined by divisional formula. Distribution of each school's administrative time shall be the responsibility of the principal in consultation with the superintendent.
- 9) Administrative release time for vice-principal and others appointed to administrative duties shall be defined in consultation with the principals and superintendent and shall be dependent on the administrative load carried by that person.

**3:09                    *Payment of Salary***

Salaries shall be paid on or before the last teaching Friday of each month on a twelve month basis. In the case of June, July and August, they shall be paid on the last teaching day of June.

**3:10                    *Payment of MTS Fees***

- 1) Fees due to the Manitoba Teachers' Society
  - a) The Manitoba Teachers' Society membership fees shall be deducted from the wages of every teacher employed under a Form 2 or Form 2A Contract, whether or not the employee is a member of the Society.
  - b) The amount deducted shall be the regular membership dues payable by a member of the Society, except that, where the employee is not a member of the Society, the amount deducted shall not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance, or other benefits that are available only to persons who are or have been members of the Society or in respect of especial assessments payable by members of the Society. It is the responsibility of the teacher concerned to inform the School Division of the specific portion of the fee in question and to provide the Division with appropriate documentation to confirm the amount to be withheld.
  - c) Said fees shall be deducted on a twelve-month basis and shall be forwarded monthly to the Central Office of the Manitoba Teachers' Society.
- 2) Fees due to the Prairie Spirit Teachers' Association
  - a) The Treasurer of the Teachers' Association shall advise the Secretary Treasurer of the School Division, in writing, prior to November 1<sup>st</sup>, the amount of the Annual Fee to be deducted.
  - b) The annual fee for membership in the Prairie Spirit Teachers' Association of The Manitoba Teachers' Society shall be deducted at source in November from the wages of every teacher employed under a Form 2 or Form 2A Contract, whether or not the employee is a member of the Association.
  - c) Said fees shall be remitted to the Treasurer of the Teachers' Association by December 15<sup>th</sup>.
- 3) Fees due to the Council of School Leaders
  - a) The annual fee for membership in the Council of School Leaders of the Manitoba Teachers' Society shall be deducted from the wages of every teacher in an administrative position, employed under a form 2 or form 2A contract, whether or not the employee is a member of the Council.
  - b) Said fees shall be deducted and shall be forwarded to the Central Office of the Manitoba Teachers' Society.
  - c) The Secretary Treasurer of the Division shall advise the Treasurer of the Teachers' Association on October 1<sup>st</sup>, and February 1<sup>st</sup> of the names of the employees from whose wages deductions have been made under 1), 2) and 3), indicating also the amounts so deducted from each employee's wages.
  - d) The rebates (presently 5/12<sup>th</sup>) based on the previous calendar years premiums realized from the Employment Insurance Commission as a result of the extended sick leave coverage shall be remitted in one annual lump sum on December 1<sup>st</sup> to the Treasurer of the Teachers' Association.

**3:11                    *Substitute Teachers***

- 1) All substitute teachers employed by the Division shall be paid at the rate of \$101.00 per day inclusive of vacation pay.
- 2) The above change in rates shall become effective the date of signing of the new agreement.
- 3) Where a qualified substitute teacher assumes the teaching workload of the same teacher for six consecutive days or more, the substitute shall be paid at the rate of 1/200<sup>th</sup> his/her classification according to his/her qualifications and experience as stipulated in Articles 3:03 and 3:05 effective the first day.
- 4) Where a qualified substitute teacher is regularly relieving a principal or is regularly required to teach specific subjects, the substitute shall be paid for these assignments at the rate of 1/200<sup>th</sup> his/her classification according to his/her qualifications and experience as stipulated in Articles 3:03 and 3:05 effective the first day.

**3:12                    *Preparation Time***

- 1) Effective June 30<sup>th</sup>, 2004, each member of the teaching staff shall be provided with the equivalent of five forty minute periods of preparation time per six day cycle. Also, no teacher currently receiving an amount in excess of that stated heretofore shall be subject to a reduction in their preparation time.
- 2) Effective June 30<sup>th</sup>, 2005, each member of the teaching staff shall be provided with the equivalent of six forty minute periods of preparation time per six day cycle.
- 3) Preparation time shall be scheduled in blocks of not less than thirty (30) minutes and shall not include any assigned supervision of students.
- 4) Part time teachers shall be provided preparation time on a pro rata basis based on their percentage of contract.

**3:13                    *Rotating Teachers' Mileage Allowance***

A mileage allowance (at the divisional rate) shall be paid to any teacher whose assignment (as determined by the Superintendent) requires travel from one site to another during the school day.

**3:14                    *Duty Free Lunch***

- 1) Commencing on the first day of the 2004 – 2005 school year, each teacher shall be entitled to an uninterrupted meal period of five minutes less than the midday intermission of the students between 11:00 A.M. and 2:00 P.M. each school day.
- 2) Designated professional staff will be on call on site during the lunch period to deal with emergency and unforeseen circumstances.

**Article 4              *Climate of Respect***

**4:01                    *Freedom From Violence***

The parties recognize the principle that all individuals should have a working environment free from physical violence, verbal abuse, or the threat of physical assault and that all parties shall make reasonable efforts to maintain that goal.



## **Article 5      Parenting Leaves Benefits**

### **5:01            *Maternity, Parental, and Adoptive Leave***

- 1) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive leave in accordance with this article.
- 2) Every teacher shall be entitled to unpaid parental leave.
- 3) Except as otherwise provided herein, the Manitoba Employment Standards Code will apply.
- 4) The teacher and the Division may mutually agree to extend the length of the leave if the teacher so desires. Any such arrangements shall be confirmed in writing by the Division.

### **5:02            *Supplementary Employment Benefit Plan***

- 1) After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Prairie Spirit School Division, a teacher who is eligible for maternity leave under the provisions of the Employment Standards Code, and who qualifies for Employment Insurance benefits, shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits Plan.
- 2) In respect of the period of maternity leave, payments made according to the Supplemental Employment Benefits Plan will consist of the following:
  - a) For the first two weeks, payment equivalent to ninety (90%) percent of her gross salary, and
  - b) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety (90%) percent of her gross salary.
- 3) After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Prairie Spirit School Division, a teacher who is eligible for adoptive leave under the provisions of the Employment Standards Code, and who qualifies for Employment Insurance benefits, 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 gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits Plan.
- 4) In respect of the period of adoptive leave, payments made according to the Supplemental Employment Benefits Plan will consist of the following:
  - a) For the first two weeks, payment equivalent to ninety (90%) percent of gross salary, and
  - b) Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and ninety (90%) percent of gross salary.
- 5) Where any portion of the seventeen (17) weeks referenced in 2), or where any portion of the ten (10) weeks referenced in 4), falls during the summer, Christmas Break, Spring Break, or any other period when the teacher would not be earning their salary, that portion of leave period does not qualify the teacher to receive a top-up benefit pursuant to 5:02 (2) or 5:02 (4) respectively.
- 6) Where a teacher has commenced her maternity leave prior to June 30<sup>th</sup> of a given year, and a portion of the first seventeen (17) weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion of the first seventeen (17) weeks of maternity leave which falls after the start of the next immediate fall term.
- 7) Where a teacher has commenced their adoptive leave prior to June 30<sup>th</sup> of a given year, and a portion of the first ten (10) weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion of the first ten (10) weeks of adoptive leave which falls after the start of the next immediate fall term.

**5:03                    *Leave on the Occasion of a Birth or an Adoption***

Every employee covered by the Collective Agreement shall be entitled, upon request, to a leave of absence without loss of salary for a period of one (1) day:

- 1) During the confinement of a partner for the birth of their child;
- 2) For matters concerning the adoption of a child.

Any extension beyond one day must be authorized by the principal and/or the superintendent.

**Article 6            *Other Leaves of Absence***

**6:01                    *Sick Leave***

- 1) It is agreed by the parties that sick leave entitlement shall be granted by the Division where an employee is unable to be at work and to perform their regular duties as a result of illness or injury, or as stipulated in 6:02.
- 2) Each teacher who is employed under contract by the school board shall accumulate entitlement for sick leave at the rate of (1) day of sick leave for every nine (9) days of actual teaching service, to a maximum of 20 days per year but the total sick leave which shall be allowed to accumulate shall not exceed 100 days.
- 3) For the purposes of determining sick leave under the collective agreement:
  - a) Any day during which a teacher is absent from school because of sickness does not constitute a part of actual teaching service; and
  - b) The number of days a teacher is on sick leave with pay shall be deducted from the teacher's accumulated sick leave with pay entitlement.
- 4) Sick leave shall not continue to accrue while on any leave of absence without pay.
- 5) Full sick leave entitlement shall be provided to a pregnant teacher who, as a result of her condition before delivery, is unable to be at work and perform her regular duties for a valid health-related reason. The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.
- 6) Substitute teachers shall earn sick leave on the basis of one day paid sick leave for every nine (9) consecutive days taught. The entitlement to sick leave will not be accumulative from one assignment to another.

**6:02                    *Sick Leave for Family Related Matters***

Up to three days of sick leave entitlement per school year may be used for family related matters (illness, injury, medical appointments) for those family members in the immediate care of the employee.

**6:03                    *Personal Leave***

Each teacher, upon notification to the Principal and/or Superintendent, shall be allowed one day leave of absence per school year without loss of pay, for personal reasons. Unused personal leave days shall be accumulated from year to year to a maximum of two (2) days.

**6:04                    *Compassionate Leave***

- 1) Each teacher shall be allowed compassionate leave without loss of salary for up to, but not exceeding, three (3) days in the case of death, serious illness, or other tragedy in the immediate family of the teacher or spouse.
- 2) "Immediate family" shall include wife, husband, partner, son, daughter, father, mother, brother, sister, grandparents, or grandchildren.

- 3) Each teacher shall be allowed one (1) day to attend the funeral of other relatives or friends. The substitute teacher shall be paid by the Board in accordance with rates established in the Collective Agreement in effect and the teacher absent shall have their salary deducted by a like amount.
- 4) Members of a Religious Order shall be entitled to one day of compassionate leave in case of the death of any member of the same Order. In such a case, substitute fees shall be deducted.
- 5) Additional Leave with or without salary, may be granted by the Board provided there are extenuating circumstances.

**6:05            *Leave for Other Purposes***

- 1) In all cases of absence from teaching duties not covered by the Collective Agreement or Board Policy, the teacher shall have their salary reduced as follows:
- 2) By the amount paid the substitute teacher by the Board for a total of one (1) day of leave during the school year; and
- 3) By 1/200<sup>th</sup> of the current annual salary rate of the teacher involved for each subsequent day of leave.
- 4) In all instances noted above, the permission of the Principal and/or Superintendent must be obtained and subsequent reports submitted to the Division Office.

**6:06            *Fostering Continued Education***

- 1) Teachers absent from duties for the purpose of writing an examination shall have their salary reduced by the amount paid the substitute teacher by the Board.
- 2) The Board shall pay tuition fees for courses taken at the request of the board.

**6:07            *Teacher Convocation Leave***

Any teacher absent from duties for the purpose of attending their own convocation shall have their salary reduced by the amount paid the substitute teacher by the Board.

**6:08            *Leave for Jury and Witness Duty***

An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, or a court action against the employer School Division, shall be granted a leave of absence with pay for the required period of absence and all jury or witness monies received, by the employee (less that received for meals, transportation, and lodging) shall be remitted to the Division.

**6:09            *Leave in Recognition for Extracurricular Activities***

- 1) A teacher who is involved in extracurricular activities will be eligible for one day of leave for each fifty (50) hours of extracurricular service to a maximum of two days leave per academic year. The teacher, will submit, to the Principal, a summary of hours of direct contact time spent on each activity. Hours will include scheduled practices, games, travel time to games, or tournaments, performances, rehearsals and meetings (eg. yearbook, student council, etc.) Hours accrued cannot be carried from one school year to the next.
- 2) Extracurricular activities which would qualify under this clause include all interschool sports, yearbook, drama, student council, school reach, awards night, etc. The Principal will retain authority in consultation with the Superintendent to adjudicate whether a specific activity not listed here qualifies under this clause. The timing of the leave must be approved by the Principal. Leave days accumulated in one school year may be taken in that or the following school year.

**6:10                    *Leave for Executive Duties***

- 1) 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 any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which they are a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes on not more than a total of ten (10) teaching days in any one school year, provided that a substitute satisfactory to the Board can be secured and that the cost of providing such a substitute is assumed by the Society. A maximum of seventy-five (75) days in total may be taken for the purpose mentioned above during any school year by the members of the Association. In all cases, the teacher shall give reasonable notice to the Board prior to requiring such leave.
- 2) In addition to the ten days granted in accordance with the provisions of Section One of this article, any teacher who is elected president of the Prairie Spirit Teachers' Association shall be granted an additional ten days in any school year provided that the society assumes the cost of providing the substitutes. The Association shall reimburse the division for such substitute costs.

**6:11                    *Sabbatical Leave***

- 1) The Board may, upon request, grant Sabbatical Leave to members of the teaching staff.
- 2) Sabbatical Leave may, upon request, be granted to a maximum of one teacher per year.
- 3) Where all other considerations are very nearly equal, seniority shall be the basis for awarding Sabbatical Leave.
- 4) All applications must be submitted not later than February 1<sup>st</sup> of the year in which consideration is asked.
- 5) Remuneration while on Sabbatical Leave shall be the current basic salary received by the teacher when leave was granted – calculated to a maximum of \$47,300.00 effective July 1<sup>st</sup>, 2004, and such amount to be adjusted annually by the average percentage change negotiated under 3:03.
- 6) Sabbatical Leave will be granted for further academic study. The merit of the particular program chosen should be set forth by the teacher applying in a letter to the Board.
- 7) Teachers with five (5) years seniority in the Division may qualify.
- 8) Payment of the award shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the award will be made with the provision that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, the teacher shall repay the amount received as set out below:
  - a) If not returning – full payment
  - b) If returning for one year only – 75%
  - c) If returning for two years only – 50%
  - d) If returning for three years – NIL
- 9) If a teacher fails to return after Sabbatical, or leaves prior to the end of the forgiveness period, repayment, including interest at the Division's borrowing rate, shall be made on or before September 1<sup>st</sup> of the year the teacher would normally resume work in the Division.  
Upon returning from Sabbatical Leave, the teacher shall assume a position in the Division which is compatible with their training and experience.

**6:12                    *Deferred Salary Leave Plan***

- 1) The Deferred Salary Leave Plan as administered by the Division shall be as enunciated in the Master Agreement between the Division and the Association.
- 2) The Deferred Salary Leave Plan shall come into effect August 30<sup>th</sup>, 1989. Agreement to administer such a plan shall be written into and become a part of the Manual of Policies and Procedures of Prairie Spirit School Division.

- 3) The "Committee" shall be the Negotiation Committee of the Prairie Spirit Board of Trustees and the Collective Bargaining Committee of the Prairie Spirit Teachers' Association.
- 4) An "Eligible Teacher" shall be a teacher signed to a Form 2 and employed by, and in, the Prairie Spirit School Division for a minimum of two years.
- 5) Leave under the Deferred Salary Leave Plan shall not exceed one school year.
- 6) Deferred Salary Leave shall not constitute a break in tenure, but will not count as a year of experience for the purpose of increments.
- 7) The maximum number of leaves tenable in any one year shall not exceed one, or, as otherwise agreed by the Committee.

## **Article 7 Insurance Plans**

### **7:01 Disability Benefits Plan**

The Board/Division shall administer The Manitoba Teachers' Society Disability Benefits Plan according to the requirements of the Plan.

The premiums for the Plan shall be paid entirely by the participants in the Plan and shall be deducted from each salary cheque and remitted to the Plan pursuant to the instructions provided by the Society. All teachers shall be required to participate in the Plan as a condition of employment.

### **7:02 Group Life**

The Board shall administer the Manitoba Public School Employees Group Life Insurance Plan in accordance with the terms and conditions of the Master Policy of said plan.

### **7:03 Extended Health Benefits**

- 1) The Board/Division shall administer the Blue Cross Extended Health Benefits Plan according to the requirements of the Plan.
- 2) The premiums for the Plan shall be paid entirely by the participants in the Plan and shall be deducted from each salary cheque and remitted to the Plan pursuant to the administrative requirements of the carrier.
- 3) All teachers covered by the collective agreement shall be required to participate in the Plan as a condition of employment, except for those teachers who provide evidence of coverage by a spousal plan which is approved by the carrier.

### **7:04 Group Dental Plan**

- 1) The Division shall participate in the administration of the MAST/MTS Dental Plan in accordance with the terms and conditions of the Dental Plan and of the agreement entered into by the Division and the Association attached hereto as Schedule 1 (the "Dental Plan Agreement").
- 2) The cost of the MAST/MTS Dental Plan will be paid in accordance with the terms and conditions of the Dental Plan Agreement.
- 3) All teachers covered by the collective agreement shall be required to participate in the Plan as a condition of employment, except for those teachers who provide evidence of coverage by a spousal plan which is approved by the carrier.
- 4) An employee already a member of a recognized dental plan may write him/herself out of the divisional plan and will, as a result, be paid their salary (as outlined in 3:03), adjusted by the removal of the full time equivalent adjusted dental premium and replaced by the actual dental premium.

**7:05*****Participation in Group Plans While on Leave***

A teacher who has been granted a leave of absence, maternity, parental and/or adoptive leave, and who is entitled to continue to participate in employee benefit plans, in accordance with the terms and conditions of each plan, shall request, in writing that the Division continue to remit premiums on the teachers' behalf. The teacher shall prepay, in equal installments, by post-dated cheque, to the Division an amount equal to the total premiums (employer and employee shares), for the period of the leave of absence. The Division shall thereupon make payments under the plans on behalf of the teacher during the leave of absence. In the event there is a premium rate change of any of the plans during the leave of absence, the Division shall inform the teacher, in writing of the additional premium necessitated by the change in rates. Coverage, in this case shall be dependent on the payment of the monies necessitated by the revised rate. The teacher agrees to advise the Division of continued participation in the group plans, subject to the terms and conditions of the plans, in the event of a variation in the length of the leave.

**Article 8      Reduction in Professional Staff**

- 1) Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of service to the Division.
- 2) Notwithstanding the foregoing, the Division 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 or experience for a specific teaching assignment.
- 3) Definitions
  - a) Training: Instruction received as preparation for the profession of teaching, which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
  - b) Academic Qualifications: Refers to the classification in which a teacher is placed by the Professional Certification Unit of Manitoba Education.
  - c) Experience; The practical application of the training over a period of time with respect to the particular subject or subjects.
  - d) Continuous Employment: The teacher's length of employment with the Division from the date of hire under one or more successive regular or temporary contracts as long as there is no break in actual teaching service between contracts. For purposes of seniority list placement of teachers employed for the first year of operation of the amalgamated Prairie Spirit School Division, employment with the Division shall be deemed to include employment from the initial date of hire with either the Mountain School Division, or from the initial date of hire with the previous Prairie Spirit School Division, which ever is the earlier, prior to amalgamation of the two divisions as at July 1<sup>st</sup>, 2002. For purpose of seniority, this recognition of employment prior to July 1<sup>st</sup>, 2002 with the Mountain and Prairie Spirit School Divisions shall continue for the duration of the teachers' employment with the amalgamated Prairie Spirit School Division that came into effect as at July 1<sup>st</sup>, 2002. Approved leaves of absence up to two years of consecutive leave at any one time shall not constitute a break in continuity of service. Approved leaves of absence longer than two consecutive years shall result in that individual retaining but not accruing credit for service. Leaves for compassionate reasons as may be mutually agreed upon by the Association and the Superintendent, parenting leaves pursuant to Article 5, sick leaves pursuant to Article 6:01, and secondments shall not constitute a break in continuity of service regardless of their duration
  - e) Regular Contract – Means Form 2 or any similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.

- f) Temporary Contract – Means Form 2A or any similar or subsequent form approved by the Minister of Education for the temporary employment of teachers.
- 4) The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. Such list shall be posted in each school by January 1<sup>st</sup> of each school year and a copy sent to the Association. The Association and/or the teacher shall be permitted to protest any alleged omission or incorrect listing until January 31<sup>st</sup> of that year. In the event of an omission or incorrect listing being brought to the Division's attention after January 31<sup>st</sup>, the teacher shall have the right to correct the listing at the next scheduled posting of the list. In the event of an impending lay-off, the Division shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid off. The meeting shall be held no later than the 15<sup>th</sup> day of April in any school year or at such other date as the parties may otherwise mutually agree upon.
- 5) Length of teaching service shall be determined on the basis of the following:
- The teacher's length of continuous employment with the Division as defined in clause 3. d) above.
  - Where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total teaching employment in the Division.
  - Where teachers have the same length of service as in 5 b) the length of teaching experience shall be determined on the basis of total teaching employment in Manitoba.
  - Where teachers have the same length of service as in 5 c), the length of teaching service shall be determined on the basis of total teaching employment recognized by the Professional Certification Unit of Manitoba Education.
  - If the length of the teaching service, as in 5 d) is equal, the order of the teachers' listing on the seniority list shall be determined by lot.
- 6) Notice of any lay-off to become effective at June 30<sup>th</sup> shall be given to teachers on or before May 1<sup>st</sup> following the meeting referred to in 4). Lay-offs may occur only at June 30<sup>th</sup> of any school year. Any teacher given notice of lay-off shall be placed on the recall list.
- 7) If, after lay-off has occurred and for a period of one (1) calendar year after the 30<sup>th</sup> of September following the date of lay-off, positions become available, teachers who have been laid off shall be offered the positions first, providing such teachers have the necessary training, qualifications or experience for the position available. Length of service with the Division shall be used to determine the order in which laid-off teachers are offered the available positions.
- 8) Teachers shall keep the Division informed as to their current address.
- 9) Teachers shall be recalled by registered letter or letter delivered by hand and must reply by registered letter or may delivery such letter in person to the Division within seven (7) days of receiving the letter of recall. Failure to contact the Division shall result in the loss of all recall rights.
- 10) If a teacher is recalled as provided in 9) above the following shall not be affected:
- Accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of the lay-off.

#### Seniority

- 11) A teacher shall lose seniority for any of the following reasons:
- The teacher resigns
  - The teacher becomes employed by another school board except in the case of employment under a temporary contract.
  - The teacher fails to return to work after the termination of any leave granted by the Division.
  - The teacher is not recalled within one (1) calendar year after September 30<sup>th</sup> following the date of lay-off.
  - The teacher's contract is terminated for cause.

- Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications or experience to perform the work in the offered position shall forfeit all rights of seniority and re-call.
  - A teacher who has lost his/her right of recall as a result of the application of this clause shall be notified as soon as possible that his/her teaching contract has been terminated.
- 12) Notwithstanding any other provision of this Agreement, the foregoing lay-off provisions shall not apply to a teacher employed under a temporary contract; provided however, no teacher shall be laid-off who has been employed by the Division under a regular contract if there is a teacher employed under a temporary contract in a position for which the teacher with a regular contract has the necessary training, academic qualifications or experience.

## **Article 9      Transfer of Teachers**

- 1) The Division's right to initiate transfers shall always be exercised fairly, reasonably and in good faith.
- 2) Notice of a transfer shall be provided to the teacher on or before June 15<sup>th</sup>, of the school year prior to the school year for which the transfer is to be effective.
- 3) Unless there is mutual agreement to a transfer occurring at a different date, transfers shall occur only at the commencement of a school year.
- 4) A teacher desiring a transfer shall make application for a transfer on or before April 1<sup>st</sup> of the school year prior to the school year for which the transfer is to be effective. The Division shall make reasonable efforts to accommodate requests for transfers.
- 5) Nothing in the foregoing shall preclude a teacher applying for a posted vacancy that may occur at any time during a school year, whether or not such teacher had indicated an interest in a transfer.
- 6) When a teacher is transferred a distance in excess of fifty (50) kilometers further from his/her residence than is the current location of employment, the Division shall pay, at the discretion of the teacher, either:
  - Their reasonable moving costs paid with receipts to a maximum of \$1,000.00; or
  - A mileage allowance in the amount of \$750.00 for one year only.

## **Article 10      Provision for Consultation**

### ***10:1    Consultation through Liaison***

During the term or prior to the termination of this agreement, the parties shall, at the request of either party, meet, under the auspices of the divisional liaison process, at least once every three months, or as otherwise agreed, for the purpose of discussing issues which effect the parties hereto or any employee bound hereby.

### ***10.2    Right to Consultation***

All teachers have the right to consultation with their Principal in respect to assignment of grade and/or subject area. Such consultation shall occur by June 7<sup>th</sup>, of the current year. A teacher who has been notified of a change in assignment of grade and/or subject area between May 31<sup>st</sup> and June 7<sup>th</sup> inclusive shall have the right to terminate his/her contract of employment (Form 2) up to and including June 14<sup>th</sup> of that same year. Change in assignment may be made after that day, if required and reasonable.

## **Article 11      Written Warnings and Suspension**

- 1) The Division or any agent thereof shall have the right to issue a written warning(s) to any teacher or suspend any teacher with or without pay.



- 2) Where the Division or person(s) acting on behalf of the Division issues a written warning(s) or suspension affecting any person covered by this Collective Agreement and where the affected person is not satisfied that the written warning(s) or suspension is for a just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement.
- 3) A difference under this clause shall be referred to the Article 12 – Provision for Settlement of Disputes.
- 4) When such a difference is referred to a Board of Arbitration under Article 12, Provision for Settlement of Disputes, the Board of Arbitration shall have the power to:
  - Uphold the written warning(s) or suspension;
  - Rescind the written warning(s) or suspension;
  - Vary or modify the written warning(s) or suspension;
  - Order the Division to pay all or part of any loss of pay and/or benefits in respect of the written warning(s) or suspension;
  - Do one or more of the things set out in sub-clause (1), (2), (3), (4) above
- 5) 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.

**Article 12 Provision for Settlement of Dispute**

- 1) Any difference between the parties to or persons bound by this agreement on whose behalf it was entered into, concerning its content, meaning, application or violation which is not satisfied within forty-five (45) teaching days from the date when the Association notifies the Division in writing or the Division notifies the Association in writing, of its desire to have the difference negotiated, shall upon written request of either party, be submitted to an arbitration board, consisting of three members. Each of the parties to the dispute shall, within ten (10) days of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment.
- 2) These two arbitrators, within a further period of ten days after their appointment, shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required ten days, either party may request the Labour Board to make the appointment of a chairperson.
- 3) The provisions of the Labour Relations Act shall apply respecting the appointment, powers, duties, and decisions of arbitrators and arbitration boards.

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Dated at the Town of Pilot Mound this \_\_\_\_ day of \_\_\_\_\_, 2005

Signed and agreed on behalf of the Prairie Spirit School Division.

\_\_\_\_\_  
Chairperson Marvin Anderson

\_\_\_\_\_  
Secretary Treasurer Jody Parsonage

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

\_\_\_\_\_  
President Terri Hill

\_\_\_\_\_  
Secretary Eleanor Sampson

\_\_\_\_\_  
Collective Bargaining Chair Jim Partaker