

PRAIRIE SPIRIT SCHOOL DIVISION



2005 – 2007 COLLECTIVE AGREEMENT

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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, 2005 and shall remain in effect until the Thirtieth day of June, 2007 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 1st and May 31st 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 1st.

3:03 Basic Salary

July 1st, 2005 to June 30th, 2006 Salary Grid prior to pre-tax deduction of dental plan.

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	29,584	32,633	36,235	42,541	45,080	46,981	49,900
Year 1	30,981	34,484	38,490	44,944	47,604	49,641	52,560
Year 2	32,378	36,335	40,745	47,348	50,125	52,298	55,217
Year 3	33,777	38,186	43,000	49,751	52,647	54,958	57,878
Year 4	35,173	40,036	45,254	52,156	55,169	57,616	60,534
Year 5	36,571	41,888	47,509	54,560	57,690	60,274	63,194
Year 6	37,968	43,740	49,764	56,963	60,213	62,933	65,852
Year 7				59,367	62,735	65,590	68,509
Year 8				61,770	65,256	68,250	71,170
Year 9				64,174	67,778	70,907	73,827

July 1st, 2006 to June 30th, 2007 Salary Grid prior to pre-tax deduction of dental plan.

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	30,472	33,612	37,322	43,817	46,432	48,390	51,397
Year 1	31,910	35,519	39,645	46,292	49,032	51,130	54,137
Year 2	33,349	37,425	41,967	48,768	51,629	53,867	56,874
Year 3	34,790	39,332	44,290	51,244	54,226	56,607	59,614
Year 4	36,228	41,237	46,612	53,721	56,824	59,344	62,350
Year 5	37,668	43,145	48,934	56,197	59,421	62,082	65,090
Year 6	39,107	45,052	51,257	58,672	62,019	64,821	67,828
Year 7				61,148	64,617	67,558	70,564
Year 8				63,623	67,214	70,298	73,305
Year 9				66,099	69,811	73,034	76,042

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 1st based on the experience earned and qualifications as recognized by the Professional Certification and Student Records Unit of Manitoba

3:06 Use of Form 2, Teacher General & Limited Term Teacher General Contracts

- 1) All permanent teachers shall be employed on a Form 2 or Teacher General Contract.
- 2) Limited Term Teacher General 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 15th, of the year of leave.
- 3) A teacher employed by the division on a Limited Term Teacher General Contract shall be granted sick leave entitlement as outlined under 6:01 of the collective agreement.
- 4) A teacher employed by the division on a Limited Term Teacher General 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.
- 5) If the teacher has taught for two full consecutive years for the division under this form of agreement (Limited Term Teacher General Contract), and accepts employment as a teacher for the division for a third full consecutive year,
 - a) in that third year, the teacher will be employed under a Teacher General Contract agreement; and
 - b) those two full years of service under this form of agreement (Limited Term Teacher General Contract) will be deemed, for the purposes of accumulating unused sick leave and determining length of service as a teacher, to have been completed under that Teacher General Contract agreement.

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 prorata 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)
 - a) 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 1/200th 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.
 - b) If mutually agreeable between a part time teacher and administration to attend divisional committee meetings during the part of the school day that the part time teacher does not normally teach, the part time teacher shall be given time in lieu of monetary compensation.
- 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 2005 – 2006 a Principal shall receive an allowance of \$692.00 per full time equivalent teacher, including principals, over and above the basic salary with a minimum of \$3,190.00 to a maximum of \$15,271.00.
- 2) In 2006 - 2007 a Principal shall receive an allowance of \$713.00 per full time equivalent teacher, including principals, over and above the basic salary with a minimum of \$3,286.00 to a maximum of \$15,729.00.
- 3) Vice principals shall receive an amount equal to one-half of the Principal's allowance for that school.
- 4) In 2005 – 2006 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 \$14.60 per half day that the principal is absent.
- 5) In 2006 – 2007 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 \$15.00 per half day that the principal is absent.
- 6) 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.
- 7) 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, Teacher General or Limited Term Teacher General Contracts, 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 1st, 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, Teacher General or Limited Term Teacher General Contracts, 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 15th.
 - d) The rebates (presently 5/12th) based on the previous calendar year's 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 March 1st to the Treasurer of the Teachers' Association.
- 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, Teacher General or Limited Term Teacher General Contracts, 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 1st, and February 1st 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.

3:11 *Substitute Teachers*

- 1) All substitute teachers employed by the Division shall be paid at the rate of \$106.80 per day inclusive of vacation pay.
- 2) In 2006 – 2007 all substitute teachers employed by the Division shall be paid at the rate of \$110.00 per day inclusive of vacation pay.
- 3) The above change in rates shall become effective the date of signing of the new agreement.
- 4) 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 1/200th his/her classification according to his/her qualifications and experience as stipulated in Articles 3:03 and 3:05 effective the first day.
- 5) 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 1/200th 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 30th, 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.
- 2) Preparation time shall be scheduled in blocks of not less than thirty (30) minutes and shall not include any assigned supervision of students.
- 3) Part time teachers shall be provided preparation time on a prorata 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 percent (90%) 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 percent (90%) 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 percent (90%) 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 percent (90%)

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 30th 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 30th 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 and teaches at least the first day of school shall be credited with twenty (20) teaching days sick leave, prorated based on full time equivalents (FTE), with salary at the beginning of the school year. If sick leave is unused, it will be accumulated to a maximum of 100 days, prorated based on full time equivalents (FTE).
- 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 ***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.

6:04 ***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.

6:05 ***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:
 - a) By the amount paid the substitute teacher by the Board for a total of one (1) day of leave during the school year,
 - b) By the amount paid the substitute teacher by the Board for an additional one (1) day of leave during the school year as long as not more than two (2) consecutive days of personal leave be taken in any one instance; and
 - c) By 1/200th of the current annual salary rate of the teacher involved for each subsequent day of leave.
- 2) 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 (2) 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 (10) 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.
- 3) The Board agrees to grant the Local Association President up to twenty five percent (25%) full time equivalent (FTE) release time, upon request of the Local Association. Payment of salary and benefits for the release time will be reimbursed by the Association. Such request for release time is to be made on or before April 30th for the following school year. Upon completion of the term of Presidency, the individual so released will revert to their original percentage of teaching time.

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 1st 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 1st, 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 1st 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 30th, 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, whichever is the earlier, prior to amalgamation of the two divisions as at July 1st, 2002. For purpose of seniority, this recognition of employment prior to July 1st, 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 1st, 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 1st 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 31st of that year. In the event of an omission or incorrect listing being brought to the Division's attention after January 31st, 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 15th 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:
- a) The teacher's length of continuous employment with the Division as defined in clause 3. d) above.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) 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 30th shall be given to teachers on or before May 1st following the meeting referred to in 4). Lay-offs may occur only at June 30th 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 30th 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.
- 11) Seniority: A teacher shall lose seniority for any of the following reasons:
 - a) The teacher resigns
 - b) The teacher becomes employed by another school board except in the case of employment under a temporary contract.
 - c) The teacher fails to return to work after the termination of any leave granted by the Division.
 - d) The teacher is not recalled within one (1) calendar year after September 30th following the date of lay-off.
 - e) The teacher's contract is terminated for cause.
 - f) Any teacher on the recall list who refuses to accept a position for which the teacher has the necessary training, academic qualifications or experience to perform the work in the offered position shall forfeit all rights of seniority and re-call.
 - g) 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 15th, 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 1st 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:
 - a) Their reasonable moving costs paid with receipts to a maximum of \$1,000.00; or
 - b) 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 7th, of the current year. A teacher who has been notified of a change in assignment of grade and/or subject area between May 31st and June 7th inclusive shall have the right to terminate his/her contract of employment (Form 2) up to and including June 14th 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:
 - a) Uphold the written warning(s) or suspension;
 - b) Rescind the written warning(s) or suspension;
 - c) Vary or modify the written warning(s) or suspension;
 - d) 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;
 - e) **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.

Dated at the Town of Pilot Mound this ____ day of _____, 2006

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

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