

PRAIRIE SPIRIT SCHOOL DIVISION



2014 – 2018 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 reasonably, fairly, and in good faith, and in a manner consistent with the agreement as a whole. The Association shall act reasonably, 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, 2014 and shall remain in effect until the Thirtieth day of June, 2018 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 January 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. If the requirements are met in July or August, payment at the higher classification will commence September 1st.



3:03**Basic Salary**

July 1 st , 2014 to June 30 th , 2015 (\$2466 benefit premium)							
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	34,666	38,492	43,013	50,928	54,113	56,500	60,163
Year 1	36,417	40,817	45,844	53,942	57,284	59,839	63,503
Year 2	38,171	43,138	48,674	56,959	60,446	63,173	66,837
Year 3	39,927	45,462	51,505	59,977	63,612	66,514	70,175
Year 4	41,681	47,782	54,332	62,998	66,777	69,848	73,512
Year 5	43,434	50,108	57,162	66,013	69,943	73,184	76,851
Year 6	45,753	52,998	60,561	69,028	73,108	76,521	80,187
Year 7				72,044	76,275	79,858	83,521
Year 8				75,061	79,437	83,196	86,859
Year 9				78,644	83,167	87,097	90,762

July 1 st , 2015 to June 30 th , 2016 (\$2514 benefit premium)							
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	35,361	39,263	43,875	51,948	55,197	57,631	61,368
Year 1	37,147	41,635	46,762	55,022	58,431	61,037	64,774
Year 2	38,936	44,002	49,649	58,100	61,656	64,438	68,175
Year 3	40,727	46,373	52,536	61,178	64,886	67,846	71,580
Year 4	42,516	48,739	55,420	64,259	68,114	71,246	74,984
Year 5	44,304	51,111	58,307	67,335	71,343	74,649	78,389
Year 6	46,669	54,059	61,774	70,410	74,571	78,053	81,792
Year 7				73,486	77,802	81,456	85,193
Year 8				76,564	81,027	84,861	88,598
Year 9				80,218	84,832	88,840	92,579

July 1 st , 2016 to June 30 th , 2017	– (benefit premium unknown)
July 1 st , 2017 to December 31 st , 2017	– (benefit premium unknown)
January 1 st , 2018 to June 30 th , 2018	– (benefit premium unknown)
- refer to Schedule "A" Auxiliary Agreement	

3:04**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 Education.

3:05**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.

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- 3) Teachers on leave shall advise their intentions (for the next year) no later than March 15th, of the year of leave. Those teachers on leave that have not indicated their intention by March 15th may be assigned to a different position within the school division.
For the purpose of this clause *teachers on leave* refers to those full time teachers who are on a leave of absence for a full year.
- 4) A teacher employed by the division on a Limited Term Teacher General Contract shall be granted sick leave entitlement as outlined under 5:01 of the collective agreement.
- 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.

3:06 Provisions for Part Time Teachers

- 1) Teachers employed 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.
 - d) be deducted fees in the manner prescribed by the Manitoba Teachers' Society, the Prairie Spirit Teachers' Association and Council of School Leaders.
- 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)
 - a) Part time teachers, in consultation with the school principal, will identify, at the commencement of the school year, the required professional development, administration and parent teacher days that will be worked on a pro rata basis.
 - b) 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.
 - c) If mutually agreeable between a part time teacher and administration to attend divisional committee meetings or in-services 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.

Principal Allowances

- 1) The allowance for principals will be calculated using the following formula:
(Number of Students x Student Rate) + (Number of FTE teachers x Teacher Rate)
- 2) For the purpose of calculating the allowance, the number of students will include the follow:
 - a) Kindergarten students (counted as half) plus Grades 1 to 12 students
 - b) International students
 - c) Supportable adult students
 - d) First Nations students
- 3) For the purpose of calculating the allowance, the number of FTE teachers will be determined by the divisional staffing formula for classroom, resource, school counsellor, divisional e-learning, Reading Recovery, IITV and Career Technology Study teachers.
- 4) The allowance will be calculated based on FTE teachers and student enrolments as at the preceding September 30th and will be adjusted at October 1st for the current year. Any retroactive adjustment, under or over, will be applied to the October pay.
- 5) The Student Rate and Teacher Rate shall be as follows:

Sept. 1 st 2014		Sept. 1 st , 2015		Sept. 1 st , 2016		Sept. 1 st , 2017		Jan. 1 st , 2018	
Student Rate	Teacher Rate	Student Rate	Teacher Rate	Student Rate	Teacher Rate	Student Rate	Teacher Rate	Student Rate	Teacher Rate
\$25.14	\$604.28	\$25.64	\$616.37	\$26.15	\$628.70	\$26.54	\$638.13	\$26.94	\$647.70

- 6) The minimum allowance for principals shall be:
 - September, 2014 - \$4,174.94
 - September, 2015 - \$4,258.44
 - September, 2016 - \$4,343.61
 - September, 2017 - \$4,408.76
 - January, 2018 - \$4,474.89
- 7) a) Every year the current year's allowance as determined by the formula will be compared with the September 2010 principal's allowance adjusted by the cost of living increase(s).
- b) A principal's allowance shall not be reduced below the September 2010 allowance (adjusted by the cost of living increases) for the remaining tenure of that principal in the same school, but shall increase if the formula applied as above results in a higher allowance.
- 8) a) Any person applying for and accepting a principalship after September 2010 shall receive an initial principal allowance as calculated in 1).
- b) A principal's allowance shall not be reduced below the initial principal allowance as per 8 a) (adjusted by the cost of living increases) for the remaining tenure of that principal in the same school, but shall increase if the formula applied as above results in a higher allowance.
- 9) A principal's allowance shall not be reduced for reasons of transfer from one school to a principal position in another school provided that such transfer is at the request of the Board but shall increase if the formula applied as above results in a higher allowance.
- 10) A principal's allowance shall not be reduced in the event of school reconfiguration but shall increase if the formula applied as above results in a higher allowance.
- 11) Vice principals shall receive an allowance equal to one half of the principal's allowance for that school.
- 12) In schools where no vice principal is appointed, one teacher shall be designated as acting principal and shall receive an allowance of \$18.29 (September, 2014); \$18.66 (September, 2015); \$19.03 (September, 2016); \$19.32 (September, 2017); \$19.61 (January, 2018) per half day that the principal is absent.
- 13) Where a qualified teacher assumes the administrative workload of a principal for six consecutive days or more, the teacher shall be paid at the rate 1/200th of the principal allowance for that principal effective the first day.

- 14) 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.
- 15) 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.

3:08 *Divisional Administrator Allowance*

- 1) Any teacher appointed by the Board to coordinate educational programs and to work with staff and others associated with those programs shall be designated as a divisional administrator. Teachers appointed on less than a full time basis shall be paid an allowance prorata based on the full time allowance.
- 2) Each full time divisional administrator will receive an allowance in addition to their salary as a teacher as follows:

Year	Sept. 1st, 2014	Sept. 1st, 2015	Sept. 1st, 2016	Sept. 1st, 2017	Jan. 1st 2018
1	5,455	5,564	5,675	5,760	5,846
2	6,426	6,555	6,686	6,786	6,888
3	7,637	7,790	7,946	8,065	8,186

- 3) If in the event that a Principal at a PSSD school is hired as a divisional administrator, they will be paid the higher allowance between their current rate and the first year rate on the divisional administrator grid. After the first year, the divisional administrator will be placed on the divisional administrator grid starting at the second year rate.

3:09 *Payment of Salary*

- 1) 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.
- 2) In the event that a part time teacher's assignment varies from fall term to spring term or semester one to semester two then the part time teacher will be paid on a ten (10) month basis according to assigned teaching time per term or semester.
- 3) Limited Term teachers not employed for a full year will be paid on a ten (10) month basis on or before the last teaching Friday of each month.

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.
- 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.
- 4) 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 \$145.00 per day inclusive of vacation pay effective September, 2015.
- 2) On September 1st, 2016 all substitute teachers employed by the Division shall be paid at the rate of \$150.00 per day inclusive of vacation pay.
- 3) On September 1st, 2017 all substitute teachers employed by the Division shall be paid at the rate of \$155.00 per day inclusive of vacation pay.
- 4) The above change in rates shall become effective the date of signing of the new agreement.
- 5) A substitute teacher who has been employed for at least twenty consecutive days of substitute teaching for the same teacher or principal shall, on the twenty-first day, be signed to a Limited Term Teacher-General Contract.
- 6) Where a qualified substitute teacher assumes the workload of the same teacher and/or principal for six consecutive days or more, the substitute shall:
 - a) 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.
 - b) follow the timetable of the teacher being replaced.
- 7) Manitoba Teachers' Society fees and Prairie Spirit Teachers' association fees shall be deducted from a substitute teacher's pay monthly, as provided by Manitoba Teachers' Society and Prairie Spirit Teachers' Association.
- 8) 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.
- 9) A substitute teacher who reports and finds that his/her services are not required shall be paid a half day's pay for reporting for duty.
- 10) The following articles apply to substitute teachers:
 - a) Article 1 Purpose
 - b) Article 2 Effective Period
 - c) Article 3 Salaries
 - Clause 3:01 Educational Qualifications
 - Clause 3:02 Change in Qualifications
 - Clause 3:03 Basic Salary
 - Clause 3:04 Salary Reduction
 - Clause 3:13 Rotating Teachers' Mileage Allowance
 - d) Article 9 Provision for Consultation
 - e) Article 10 Written Warnings and Suspension

- f) Article 11 Provision for Settlement of Dispute
- g) Article 12 Working Conditions
 - Clause 12:02 Duty Free Lunch
 - Clause 12:03 Freedom from Violence

3:12 *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.

Article 4 *Parenting Leaves Benefits*

4:01 *Maternity, Parental, and Adoptive Leave*

- 1) Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to parental 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.

4:02 *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 parental or 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 parental leave, payments made according to the Supplemental Employment Benefits Plan will consist of the following:
 - a) For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served, or 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 4:02 (2) or 4:02 (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 parental or 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 parental leave which falls after the start of the next immediate fall term.

4:03 Leave on the Occasion of a Birth or an Adoption

Employees 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 5 Other Leaves of Absence

5:01 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 5:02.
- 2) a) Each teacher who is employed 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 number of days, prorated, based on full time equivalents (FTE) as follows:

September 1 st , 2015	115 days
September 1 st , 2016	120 days
September 1 st , 2017	130 days
- b) Where an employee does not teach the first day of school then sick leave shall be credited on a prorated basis using the following calculation:
$$\frac{\text{No. of days remaining in the school year}}{200} \times 20$$
- c) The provision of 20 sick days in any year shall be prorated in the following circumstances:
 - Where an employee commences employment at a time other than the commencement of the fall term,
 - Where an employee returns from a leave at a time other than the commencement of the fall term,
 - Where an employee terminated employment during the school year for reasons other than sickness,
 - Where an employee does not work a full school year for reasons other than sickness.
- 3) For the purposes of determining sick leave under the collective agreement:
 - a) Sick leave cannot be accumulated when a teacher is absent from school because of sickness; 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

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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) 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.

5:02 Sick Leave for Family Related Matters

- 1) Effective September 1st, 2015, up to five (5) days of sick leave entitlement per school year may be used for family related matters (illness, injury, medical appointments) for the teacher's spouse, teacher's common law spouse, children (shall include natural, step, or foster children), parents or parents-in-law. Where both parents are employees of the Division, only one parent may utilize the above days at any one time. This leave is non cumulative from one school year to the next school year. This leave is prorated for part time teachers.
- 2) Every effort shall be made to schedule medical appointments outside of school hours.
- 3) Additional leave may be granted at the discretion of the Superintendent.

5:03 Compassionate Leave

- 1) Each teacher shall be allowed compassionate leave without loss of salary for up to, but not exceeding, three (3) days per circumstance in the case of death, serious illness, or other tragedy in the immediate family of the teacher, spouse or common-law spouse.
- 2) "Immediate family" shall include spouse, common-law spouse, son, daughter, son-in-law, daughter-in-law, father, mother, brother, sister, brother-in-law, sister-in-law, grandparents, or grandchildren. (Children and grandchildren shall include natural, step, or foster children).
- 3) Effective September 1st, 2015 each teacher shall be allowed one (1) day leave in any one school year, at no salary deduction, to attend the funeral of other relatives or friends.
- 4) Additional Leave with or without salary, may be granted by the Superintendent provided there are extenuating circumstances.

5:04 Personal Leave

- 1) Each teacher, upon notification to the Principal and/or Superintendent, shall be allowed two day leave of absence per school year without loss of pay, for personal reasons. Effective September 1st, 2015 personal leave days must be used in the current school year.
- 2) Teachers who, for the 2014/205 school year were entitled to one personal leave day but did not use their day, and were intending to carry over the one day to the 2015/2016 school year shall be allowed to carry over the unused day to the 2015/2016 school year. Thereafter, the no carry over provision will apply.

5:05 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.

5:06 *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.

5:07 *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.

5:08 *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.

5:09 *Leave in Recognition for Extracurricular Activities*

- 1) A teacher who is involved in extracurricular activities will be eligible for one half day of leave for each twenty-five (25) hours of extracurricular service to a maximum of two (2) days leave per school 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 and public performances, student council and leadership, 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.
- 3) Participation in extra curricular activities shall be voluntary.

5:10 *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) Association President Leave
 - a) The Association President as determined by the Association shall be granted a leave of absence of 50%, 75% or 100% with pay as authorized by the Association or MTS and during the

period of such leave of absence shall be deemed to be in the full employ of the Division. The request for leave time is to be made by the Association on or before April 30 for the following school year. "Full employ" means the employer will continue to pay the full salary, benefits, pension contributions and all other contributions and benefits they would receive as if they were not on leave. In addition, the President shall continue to be entitled to all benefits and rights under the Collective Agreement, at the cost of the employer where such costs are identified by the Collective Agreement.

b) During the leave(s) the Association shall reimburse the Division for 100% of such salary, benefits, pension contributions and all other contribution costs upon receipt of a monthly statement.

c) In the event the Association President shall, as determined by the Association in accordance with the Bylaws of the Association, become unwilling or unable to fulfill the duties of the President;

i. the Association may in writing advise the Division that the Leave for such person is no longer required and such leave shall immediately terminate,

ii. the former President shall be returned to his/her former position with the Division in accordance with the Collective Agreement,

iii. the Association shall cease to have any responsibility to reimburse the Division for any costs associated with said leave, and

iv. the Association may in writing advise the Division that a new teacher will assume the role of President for the duration of the unexpired term. In such case, the replacement shall be granted Leave on the same terms and conditions as provided for the President Leave herein. The timing of the leave for the replacement president shall be as mutually agreed between the Association and the Division.

5:11 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.

5:12 *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 6 *Insurance Plans*

6:01 *Disability Benefits Plan*

- 1) The Board/Division shall administer The Manitoba Teachers' Society Disability 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 instructions provided by the Society.
- 3) All teachers shall be required to participate in the Plan as a condition of employment.

6:02 *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.

6:03 *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.

6:04 *Group Dental Plan*

The following is for the family, couple and single rate structure.

- 1) Effective September 1st, 2012, the Division will participate in the administration of the MSBA/MTS Dental Plan in accordance with the terms and conditions of the Agreement entered into by the Division and the Association attached hereto as Schedule "B" (Collateral Dental Plan Agreement).
- 2) All Employees covered by this Collective Agreement that are eligible under the terms of the MSBA/MTS Dental Plan shall be required to participate in the MSBA/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.

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- 3) The cost of the MSBA/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.
- 4) The Division agrees that the Division's monthly contribution to the Dental Plan on behalf of each Employee will be the monthly rate for family coverage (that is, entitlement to coverage for an Employee, his/her spouse, and his/her dependent children, having regard to the definition of spouse and dependent children in the Dental Plan). Provided that prior to the beginning of the plan year an Employee may elect in prescribed form for reduced coverage as permitted under the terms of the Dental Plan in which case the Division agrees to make monthly payments to the Employee as follows:
 - a) An Employee with only one dependent (spouse or child) who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for Employee and one other family member only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee and one dependent only; or
 - b) An Employee with neither spouse nor dependent children who is entitled to and does so duly elect to opt down from family coverage under the Dental Plan to coverage for an Employee only, shall receive an amount equal to the difference in the monthly rate between family coverage and coverage for an Employee only; or
 - c) An Employee who is entitled to and does so duly elect to opt out of all coverage on the basis that the Employee's spouse has group dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

6:05 *Participation in Group Plans While on Leave*

A teacher who has been granted a leave of absence, maternity and/or parental 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 instalments, 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.

6:06 *Benefit Plans Administration and Responsibility*

The Association shall indemnify and save harmless the Board from any and all losses, costs, liabilities or expenses suffered or sustained by the Board as a result of any claim or legal action arising from the administration of the above mentioned benefit plans.

Article 7 *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 4, sick leaves pursuant to Article 5:01 and secondments shall not constitute a break in continuity of service regardless of their duration.
 - e) Regular Contract: Means Form 2, Teacher General Contract or any similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.
 - f) Temporary Contract: Means Limited Term Teacher General Contract 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 deliver 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:
 - a) 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 8 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 9 Provision for Consultation

9:01 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.

9:02 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 10 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 11 – Provision for Settlement of Disputes.
- 4) When such a difference is referred to a Board of Arbitration under Article 11, 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 11 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 settled to the satisfaction of both parties 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.

Article 12 Working Conditions

12:01 Preparation Time (Effective September 1st, 2016)

- 1) Each member of the teaching staff shall be provided with the equivalent of six forty minute periods of preparation time per six day cycle, non-inclusive of recess or breaks which are 15 minutes or less.
- 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.
- 4) Preparation time shall be scheduled throughout the full school year, not solely in one semester or term.

12:02 Duty Free Lunch

- 1) 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.

12:03 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.

12:04 Complaints Against Teachers

- 1) When a complaint is made against a teacher, every reasonable attempt will be made to resolve the matter informally, through discussion with the teacher against whom the complaint is made.
- 2) If the matter is not resolved with the teacher, a secondary attempt to resolve the issue shall involve the school principal.
- 3) If these attempts to resolve the matter are not successful, before the Board or Superintendent considers any complaint further, the complaint must be committed to writing and signed by the complainant. At least one week prior to any action being taken by the Board or Superintendent, the teacher concerned shall be given a copy of the complaint and the Association President shall be informed of the complaint, together with the name of the teacher in question.
- 4) Sub-sections 1) and 2) shall apply under all circumstances except in the case of an urgent situation affecting the welfare of the Division, or of a student or students, or of a teacher.
- 5) The Board, and Association and their agents shall act fairly, reasonably and in good faith in dealing with complaints.
- 6) For the purpose of this article, complaint shall mean an issue not related to the employer/teacher relationship.



Dated at Swan Lake this 3rd day of Sept, 2015.

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

Jan McIntyre
Chairperson

Jan McIntyre

Jody Parsonage
Secretary Treasurer

Jody Parsonage

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

Jim Partaker
President

Jim Partaker

Eleanor Sampson
Secretary

Eleanor Sampson

Terri-Lynn Hill
Collective Bargaining Chair

Terri-Lynn Hill

Handwritten initials: JH, RP, ES

THIS AUXILIARY AGREEMENT made as of the 3rd day of September, 2015

BETWEEN:

PRAIRIE SPIRIT SCHOOL DIVISION
(hereinafter referred to as the "Division")

- and -

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

WHEREAS pursuant to a certain collective agreement dated 2014 - 2018, the Division has agreed to participate in a number of insurance programs, including:

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

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

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2014/15, 2015/16, 2016/17, and 2017/18 school years which follow:

Year 1: 2014-15							2.0% increase
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	37,132	40,958	45,479	53,394	56,579	58,966	62,629
Year 1	38,883	43,283	48,310	56,408	59,750	62,305	65,969
Year 2	40,637	45,604	51,140	59,425	62,912	65,639	69,303
Year 3	42,393	47,928	53,971	62,443	66,078	68,980	72,641
Year 4	44,147	50,248	56,798	65,464	69,243	72,314	75,978
Year 5	45,900	52,574	59,628	68,479	72,409	75,650	79,317
Year 6	48,219	55,464	63,027	71,494	75,574	78,987	82,653
Year 7				74,510	78,741	82,324	85,987
Year 8				77,527	81,903	85,662	89,325
Year 9				81,110	85,633	89,563	93,228

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Year 2: 2015-16							2.0% increase
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	37,875	41,777	46,389	54,462	57,711	60,145	63,882
Year 1	39,661	44,149	49,276	57,536	60,945	63,551	67,288
Year 2	41,450	46,516	52,163	60,614	64,170	66,952	70,689
Year 3	43,241	48,887	55,050	63,692	67,400	70,360	74,094
Year 4	45,030	51,253	57,934	66,773	70,628	73,760	77,498
Year 5	46,818	53,625	60,821	69,849	73,857	77,163	80,903
Year 6	49,183	56,573	64,288	72,924	77,085	80,567	84,306
Year 7				76,000	80,316	83,970	87,707
Year 8				79,078	83,541	87,375	91,112
Year 9				82,732	87,346	91,354	95,093

Year 3: 2016-17							2.0% increase
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	38,633	42,613	47,317	55,551	58,865	61,348	65,160
Year 1	40,454	45,032	50,262	58,687	62,164	64,822	68,634
Year 2	42,279	47,446	53,206	61,826	65,453	68,291	72,103
Year 3	44,106	49,865	56,151	64,966	68,748	71,767	75,576
Year 4	45,931	52,278	59,093	68,108	72,041	75,235	79,048
Year 5	47,754	54,698	62,037	71,246	75,334	78,706	82,521
Year 6	50,167	57,704	65,574	74,382	78,627	82,178	85,992
Year 7				77,520	81,922	85,649	89,461
Year 8				80,660	85,212	89,123	92,934
Year 9				84,387	89,093	93,181	96,995

Year 4: Sept. 2017 (2017-18)							1.5% increase
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	39,212	43,252	48,027	56,384	59,748	62,268	66,137
Year 1	41,061	45,707	51,016	59,567	63,096	65,794	69,664
Year 2	42,913	48,158	54,004	62,753	66,435	69,315	73,185
Year 3	44,768	50,613	56,993	65,940	69,779	72,844	76,710
Year 4	46,620	53,062	59,979	69,130	73,122	76,364	80,234
Year 5	48,470	55,518	62,968	72,315	76,464	79,887	83,759
Year 6	50,920	58,570	66,558	75,498	79,806	83,411	87,282
Year 7				78,683	83,151	86,934	90,803
Year 8				81,870	86,490	90,460	94,328
Year 9				85,653	90,429	94,579	98,450

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Year 4: Jan. 2018 (2017-18)							1.5% increase
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	39,800	43,901	48,747	57,230	60,644	63,202	67,129
Year 1	41,677	46,393	51,781	60,461	64,042	66,781	70,709
Year 2	43,557	48,880	54,814	63,694	67,432	70,355	74,283
Year 3	45,440	51,372	57,848	66,929	70,826	73,937	77,861
Year 4	47,319	53,858	60,879	70,167	74,219	77,509	81,438
Year 5	49,197	56,351	63,913	73,400	77,611	81,085	85,015
Year 6	51,684	59,449	67,556	76,630	81,003	84,662	88,591
Year 7				79,863	84,398	88,238	92,165
Year 8				83,098	87,787	91,817	95,743
Year 9				86,938	91,785	95,998	99,927

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

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

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated Sept 3rd, 2015.

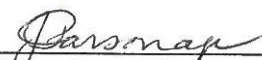
CONCURRING SIGNATORIES

Dated at Swan Lake, Manitoba this 3rd day of September, 2015.

Signed and agreed on behalf of the Division:



 Chairperson



 Secretary - Treasurer

Signed and agreed on behalf of the Association:



 President



 Secretary



THIS COLLATERAL AGREEMENT made this 3rd day of September, 2015

BETWEEN:

THE PRAIRIE SPIRIT SCHOOL DIVISION
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated 2014 - 2018, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the "*Plan*") for all of the eligible employees (the "*Employees*") as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the "*Trust*") in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.
2. The terms and conditions of the Plan shall be as formulated by the Trust.
3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.
4. The Division shall make the following payments:
 - a) Subject to paragraph (b) which follows, for September, 2014 the Division shall pay monthly

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\$100.00 on behalf of each Employee in respect of the Dental plan and/or \$105.50 on behalf of each Employee in respect of the Extended Health plan, said \$100.00 and \$105.50 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

Subject to paragraph (b) which follows, for September, 2015 the Division shall pay monthly

\$102.00 on behalf of each Employee in respect of the Dental plan and/or \$107.50 on behalf of each Employee in respect of the Extended Health plan, said \$102.00 and \$107.50 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

- a) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.
 - b) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.
 6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.
 7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

To the Division:

PRAIRIE SPIRIT SCHOOL DIVISION
Box 130 15 Lorne Ave
Swan Lake MB R0G 2S0

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To the Association:

PRAIRIE SPIRIT TEACHERS' ASSOCIATION
Box 486
St. Claude MB R0G 1Z0

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

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

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

THE PRAIRIE SPIRIT SCHOOL DIVISION



Chairperson



Secretary - Treasurer

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

THE PRAIRIE SPIRIT TEACHERS' ASSOCIATION



President



Secretary

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LETTER OF AGREEMENT
Manitoba Public School Employees Dental and Extended Health Plan

Between

The Prairie Spirit School Division

and

The Prairie Spirit Teachers' Association

of the

Manitoba Teachers' Society

RE: Sept 2014 and Sept 2015 Salary grid net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated Sept 3, 2015 for the members of the Prairie Spirit Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2015.

Year 1: 2014-15							
\$2,466 Annual Benefit Premium							
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	34,666	38,492	43,013	50,928	54,113	56,500	60,163
Year 1	36,417	40,817	45,844	53,942	57,284	59,839	63,503
Year 2	38,171	43,138	48,674	56,959	60,446	63,173	66,837
Year 3	39,927	45,462	51,505	59,977	63,612	66,514	70,175
Year 4	41,681	47,782	54,332	62,998	66,777	69,848	73,512
Year 5	43,434	50,108	57,162	66,013	69,943	73,184	76,851
Year 6	45,753	52,998	60,561	69,028	73,108	76,521	80,187
Year 7				72,044	76,275	79,858	83,521
Year 8				75,061	79,437	83,196	86,859
Year 9				78,644	83,167	87,097	90,762

Year 2: 2015-16							
\$2,514 Annual Benefit Premium							
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
Year 0	35,361	39,263	43,875	51,948	55,197	57,631	61,368
Year 1	37,147	41,635	46,762	55,022	58,431	61,037	64,774
Year 2	38,936	44,002	49,649	58,100	61,656	64,438	68,175
Year 3	40,727	46,373	52,536	61,178	64,886	67,846	71,580
Year 4	42,516	48,739	55,420	64,259	68,114	71,246	74,984

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Year 5	44,304	51,111	58,307	67,335	71,343	74,649	78,389
Year 6	46,669	54,059	61,774	70,410	74,571	78,053	81,792
Year 7				73,486	77,802	81,456	85,193
Year 8				76,564	81,027	84,861	88,598
Year 9				80,218	84,832	88,840	92,579

Dated at Sevan Lake Manitoba this 3rd day of September, 2015

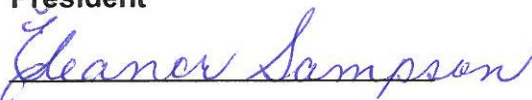
Signed on behalf of the Prairie Spirit School Division:


Chairperson


Secretary - Treasurer

Signed on behalf of the Prairie Spirit Teachers' Association:


President


Secretary

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DENTAL PLAN DEFICIT FUNDING AGREEMENT made the 14th day of June, 2012

BETWEEN:

THE BOARD OF TRUSTEES OF THE MSBA/MTS DENTAL PLAN
(hereinafter referred to as the "Board")

OF THE FIRST PART,

- and -

THE PRAIRIE SPIRIT SCHOOL DIVISION
(hereinafter referred to as the "Division")

OF THE SECOND PART,

- and -

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

OF THE THIRD PART.

WHEREAS the Division has hitherto been or has now agreed to become a participant in the MSBA/MTS Dental plan (the "Dental Plan") in respect of its eligible employees, as the case may be;

AND, WHEREAS pursuant to a certain agreement made between the Manitoba School Boards Association and the Manitoba Teachers' Society dated the 19th day of October 1984, the Board is responsible for the management and operation of the Dental Plan;

AND WHEREAS the parties desire to provide for certain matters in the event of the withdrawal of the Division from participation in the Dental Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the right of the Division to continue to participate in the Dental Plan and in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration exchanged between the parties (the receipt and sufficiency whereof is acknowledged by each party), the parties hereto hereby agree as follows:

1. The preamble hereto shall form an integral part hereof.
2. The Division may terminate its participation in the Dental Plan effective the first day of September of a particular calendar year (the "Termination Date") provided that not less than 12 months written notice of such termination is given by the Division to the Board.
3. If at the Termination Date there is a deficit in the Dental Plan attributable to the Division as determined by the plan insurer based on the financial statements prepared by it for the Dental Plan, then
 - a) the Division agrees that it will fund such deficit together with interest on the outstanding balance of the deficit (such interest factor to be determined by the plan insurer) over the 12 month period following the Termination Date unless some other period of funding is agreed to

by the parties, and provided that the said 12 month period shall be extended as necessary to ensure that in no event shall the Division be obligated to fund an amount in the said 12 month period greater than the amount of premiums paid by it into the Dental Plan in the 12 month period preceding the Termination Date; and

- b) the funding by the Division will be made in approximately equal monthly instalments with a final reconciliation to be made at the conclusion of the funding period.
- 4. The Association agrees that such arrangements as exist between the Division and the Association concerning participation in the Dental Plan prior to the Termination Date shall continue in effect until the Division has been able to satisfy the obligation to fund such deficit in accordance with paragraph 3 hereof.
- 5. The Board agrees that it will take all reasonable steps to have each Division and Association which participates in the Dental Plan enter into a similar agreement to this one.
- 6. This Agreement shall be governed by the laws of the Province of Manitoba.
- 7. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first above written.

**THE BOARD OF TRUSTEES OF THE MSBA/MTS
DENTAL PLAN by**



Chairperson



Secretary-Treasurer

THE PRAIRIE SPIRIT SCHOOL DIVISION by

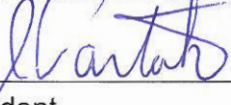


Chairperson



Secretary Treasurer

THE PRAIRIE SPIRIT TEACHERS' ASSOCIATION by



President



Secretary

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LETTER OF AGREEMENT – MTS SHORT TERM DISABILITY PLAN

Between

The Prairie Spirit School Division

and

The Prairie Spirit Teachers' Association

of the

Manitoba Teachers' Society

Re: Implementation and administration of the Manitoba Teachers' Society Short Term Disability Plan

The Division agrees to administer the Manitoba Teachers' Society Short Term Disability Plan effective May 1, 2015, under the following terms and conditions.

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) All eligible teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
 - i) deducting premiums from the teachers;
 - ii) enrolling newly hired teachers in the Plan;
 - iii) completing a premium statement to accompany premium remittances;
 - iv) distributing plan information to teachers from time to time;
 - v) completing a Short Term Disability Notification Form and submitting it to the Plan when a teacher has been absent from teaching and where the sickness or disability may result in the filing of a claims or benefits, as per the requirement of the plan.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Short Term Disability Plan.
- f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or

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legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.

- g) The Division shall refund to the Association 100% of the additional premium rebate under the Employment Insurance Commission Act as a result of the implementation and continuation of the Short Term Disability Plan.

Dated at Swan Lake, Manitoba this 23rd day of April, 2015

Signed on behalf of the Prairie Spirit School Division:

Jo McAntyre

Chairperson

Parsonage

Secretary – Treasurer

Signed on behalf of the Prairie Spirit Teachers' Association:

Wentals

President

Deborah Sampson

Secretary

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Memorandum of Understanding Between
the Board of Trustees of the Prairie Spirit School Division
and the Prairie Spirit Teachers' Association


While the collective agreement is silent on the application of Article 4:02 4), the Division is providing assurance to the Prairie Spirit Teachers' Association that the Division will administer the ten (10) weeks of Parental Leave Top-Up such that it will be bridged over breaks and holidays, and that each teacher shall receive 50 days of adoptive/parental "top-up" benefits.

e.g. When a teacher eligible for adoptive/parental leave, in accordance with the collective agreement, applies and does take the full 2 weeks plus 8 weeks they shall receive 50 days of adoptive/parental "top-up" benefit.

Further, the Division will implement said administration of this article effective September 1st, 2011.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the 14th day of June, 2012.

THE PRAIRIE SPIRIT SCHOOL DIVISION by



Albert Devlou, Chairperson



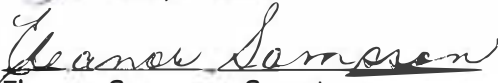
Jody Parsonage, Secretary Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association, the 14th day of June, 2012.

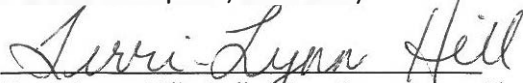
THE PRAIRIE SPIRIT TEACHERS' ASSOCIATION by



Jim Partaker, President



Eleanor Sampson, Secretary



Terri-Lynn Hill, Collective Bargaining Chair

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Memorandum of Understanding

Between the Board of Trustees

of the **Prairie Spirit School Division**

and the **Prairie Spirit Teachers' Association**

Effective September 1st, 2015:

1. A Professional Development Joint Committee shall be established whose goals shall be:
 - to annually review provincial, divisional, school and teacher priorities,
 - to create an annual professional development plan that balances school, divisional and individual teacher needs,
 - to determine the process by which teachers may access school and divisional PD funds,
 - to plan annual PD activities such as divisional in-services and workshops,
2. The Committee shall be comprised of the Superintendent, divisional administrators and the PSTA PD Committee and shall be chaired by the PSTA PD chairperson.

IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the 3rd day of September, 2015.

THE PRAIRIE SPIRIT SCHOOL DIVISION by



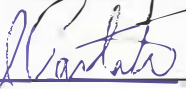
Jan McIntyre, Chairperson



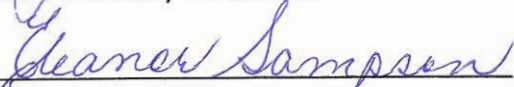
Jody Parsonage, Secretary Treasurer

IN WITNESS WHEREOF the Association has caused this Agreement to be executed as duly attested by the signatures of the proper officers of the Association, the 9 day of September, 2015.

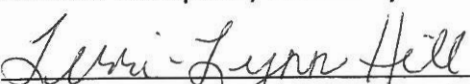
THE PRAIRIE SPIRIT TEACHERS' ASSOCIATION by



Jim Partaker, President



Eleanor Sampson, Secretary



Terri-Lynn Hill, Collective Bargaining Chair

