

**COLLECTIVE AGREEMENT**

**between**

**THE PEMBINA TRAILS SCHOOL DIVISION**

**and**

**PEMBINA TRAILS TEACHERS' ASSOCIATION  
OF THE MANITOBA TEACHERS' SOCIETY**

**TERM OF AGREEMENT:**

**July 1, 2007 to JUNE 30, 2010**

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JULY 1, 2007 to JUNE 30, 2010

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

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## **ARTICLE 1: GENERAL ITEMS**

### **1.1 Purpose**

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

### **1.2 Per Diem**

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

### **1.3 Effective Period**

This Agreement shall come into force and take effect on July 1<sup>st</sup>, 2007, and shall remain in force until June 30<sup>th</sup>, 2010. In order to amend this Agreement, written notice, by registered mail, must be given by one party no later than 30 days prior to the end of the present Agreement. Agreement or amendment on which negotiations are begun prior to July 1<sup>st</sup>, 2010, shall be effective from July 1<sup>st</sup>, 2010, unless otherwise specified.

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

### **2.1 Educational Qualifications**

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

### **2.2 Previous Experience**

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

### **2.3 Letter of Authority and Permit**

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

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

**2.4 Industrial Arts Teachers**

- (a) The Board may award a Class IV standing to Industrial Arts Teachers holding a B. Sc. in Industrial Arts if it deems the qualifications to be closer to a P1A4 rating than to a P1A3. (Note: these circumstances tend to arise in respect to American degrees where education subjects are undergraduate rather than graduate as in the case in Manitoba).
- (b) Where acceptable to the Board, each three years of non-teaching experience related to the duties of the Industrial Arts Teacher may be counted as one year teaching experience up to (but not beyond) the maximum as determined in Article 3.1.

**2.5 Increased Qualifications**

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

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

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

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

**2.6 Increments**

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

1. Initial Placement

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

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

**2.6 Increments (continued)**

- c) Where the term “experience” is used in this article it shall be experience recognized by Manitoba Education.

2. Full-Time Teachers

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

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

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

c) Subsequent T.I.D.s

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

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

d) Definitions

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

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

**2.6 Increments (continued)**

- ii) A full-time teacher who takes an unpaid leave of absence during a school year or a temporary contract reduction within a school year on a temporary basis shall be considered as a full-time teacher for purposes of this article.
- iii) Full-time teachers whose contracts are permanently reduced to less than full-time shall be classified as part-time teachers for the purpose of this article commencing with the school year when such permanent contract reduction commences.
- iv) F.T.E. shall mean full time equivalent.

**3. Part-Time Teachers**

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

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

**2.6 Increments (continued)**

d) Definitions

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

4. Reversion of Part-Time Teachers

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

## **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS**

### **3.1 Salary Schedule**

<b>Basic Salary Schedule – Effective September 1, 2007</b>							
<b>Step</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	30,453	33,707	36,708	43,931	46,659	49,957	52,775
1	31,934	35,179	38,640	46,388	49,309	52,538	55,683
2	33,418	37,134	41,111	48,844	51,947	55,299	58,632
3	34,903	39,096	43,573	51,306	54,600	58,098	61,563
4	36,390	41,054	46,044	53,845	57,245	60,897	64,517
5	37,872	43,018	48,514	56,397	59,892	63,696	67,453
6	39,583	45,884	51,991	58,953	62,546	66,495	70,394
7				61,503	65,237	69,296	73,334
8				64,064	68,051	72,105	76,274
9				69,181	73,136	77,698	82,161

<b>Basic Salary Schedule – Effective September 1, 2008</b>							
<b>Step</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	31,767	35,118	38,209	45,649	48,459	51,856	54,758
1	33,292	36,634	40,199	48,180	51,188	54,514	57,753
2	34,821	38,648	42,744	50,709	53,905	57,358	60,791
3	36,350	40,669	45,280	53,245	56,638	60,241	63,810
4	37,882	42,686	47,825	55,860	59,362	63,124	66,853
5	39,408	44,709	50,369	58,489	62,089	66,007	69,877
6	41,170	47,661	53,951	61,122	64,822	68,890	72,906
7				63,748	67,594	71,775	75,934
8				66,386	70,493	74,668	78,962
9				71,506	75,580	80,279	84,876

<b>Basic Salary Schedule – Effective September 1, 2009</b>							
<b>Step</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>	<b>Class 7</b>
0	32,016	35,468	38,651	46,314	49,209	52,708	55,697
1	33,587	37,029	40,701	48,921	52,020	55,445	58,782
2	35,162	39,103	43,322	51,526	54,818	58,375	61,911
3	36,737	41,185	45,934	54,138	57,633	61,344	65,020
4	38,314	43,263	48,556	56,832	60,439	64,314	68,155
5	39,886	45,346	51,176	59,540	63,248	67,283	71,269
6	41,701	48,387	54,866	62,252	66,063	70,253	74,389
7				64,956	68,918	73,224	77,508
8				67,674	71,904	76,204	80,627
9				72,797	76,993	81,833	86,568

### **3.2 Method of Payment**

- (a) Teachers shall be paid one-twelfth (1/12) of their annualized salary rate on or before the second last teaching day of each month during the period September to May inclusive in which services were provided from the first teaching day of a month. In the case of a teacher commencing employment on a teaching day other than the first teaching day, the teacher shall be paid on or before the second last teaching day of that month the proportion of the number of days taught bears to the total number of teaching days in the month multiplied by one-twelfth (1/12) of the teacher's annualized salary rate.

## **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

### **3.2 Method of Payment (continued)**

- (b) On or before the second last teaching day of the month of June, teachers shall be paid the difference between the annualized salary earned during the school year and all amounts paid prior to that date. The amount of the annualized salary earned by any teacher shall be determined by taking the total days taught by a teacher as a proportion or percentage of teaching days in the Fall and Spring Terms as prescribed by the Minister of Education multiplied by the annualized salary rates in effect during the school year.
- (c) Where, in any year, teachers who leave the employ of the Division between the expiration of the previous agreement and the date of signing of this agreement shall bear the onus of notifying the Board as to any change in address.

### **3.3 Interest On Retroactive Pay**

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

### **3.4 Principals and Vice-Principals**

- a) The principal or vice-principal of a school shall receive an annual salary comprised of the following components:
  - i) Basic Teacher Salary:  
The full salary as a teacher as set out in the Basic Salary Schedule in Article 3.1.  
plus

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)****3.4 Principals and Vice-Principals (continued)**ii) Enrolment Allowance:

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

	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
i) For principals .....	\$2.25	\$2.32	\$2.39
ii) For vice-principals .....	\$1.12	\$1.15	\$1.18
plus			
iii) <u>Fixed Allowance:</u>	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
i) For principals .....	\$7,316	\$7,535	\$7,761
ii) For vice-principals .....	\$5,122	\$5,276	\$5,434
plus			
iv) <u>Staffing Allowance:</u>	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
i) For principals .....	\$422	\$435	\$448
ii) For vice-principals .....	\$211	\$217	\$224

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

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

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

b) Transfer Protection:i) Board Initiated Transfers

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

- aa) Where such Board-initiated transfer is to a new assignment as a principal or vice-principal the transferee shall retain a protected salary as defined in 3.4(b)(iii) until such time as the overall salary of the newly assigned principalship or vice-principalship exceeds the protected salary of the current principalship or vice-principalship. In no event, however, shall the protected salary paid, pursuant to this

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

**3.4 Principals and Vice-Principals (continued)**

Article, extend for more than three (3) years past the date the transfer to the new assignment becomes effective.

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

ii) Principal/Vice-Principal Initiated Transfers:

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

- iii) The protected salary referenced in Articles 3.4(b)(i)(aa) and (bb) shall be defined as the salary applicable to that position for the year immediately prior to the transfer but increased in any year by the dollar amount of increase in the affected principal’s or vice-principal’s Basic Salary Schedule in Article 3.1 (i.e. the teacher’s Basic Salary Schedule portion).

c) New Appointment (August Payment)

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

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

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

**3.4 Principals and Vice-Principals (continued)**

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

- d) Establishment of Vice-Principalships:
  - i) aa) A vice-principalship(s) shall be established in any school based on the enrolment as at September 30<sup>th</sup> of each year as follows:

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

- bb) When the Board is required to establish a vice-principalship pursuant to Article 3.4(d)(i)(aa) that appointment shall become effective not later than the start of the next Fall Term.
  - ii) The Board shall have the discretion to establish or discontinue vice-principalships of any full-time equivalency whatsoever in whole or in part in any school other than those required in Article 3.4(d)(i)(aa).
  - iii) In cases where a school no longer qualifies for a vice-principalship pursuant to Article 3.4(d)(i)(aa) and the Board desires to discontinue that vice-principalship, that vice-principalship shall not be discontinued earlier than the start of the following Fall Term.
- e) Return from Leave:  
Principals and vice-principals returning from Deferred Salary Leave or Maternity Leave shall be placed in the same or comparable position as had been occupied at the time leave was taken.

**3.5 Teachers-In-Charge**

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

	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
Annual Allowance.....	\$1,030	\$1,061	\$1,093
Daily Allowance.....	\$36	\$37	\$38

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)****3.5 Teachers-In-Charge (continued)**

- b) During the simultaneous absence of the Principal and Vice-Principal or the Principal and Teacher-In-Charge, an acting Teacher-In-Charge shall be designated and shall receive a prorated allowance for each full day or portion thereof of such absence. The full day allowance shall be as follows:

	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
Daily Allowance.....	\$36	\$37	\$38

- c) On request of the Principal and with the approval of the Assistant Superintendent, Human Resources and Policy, a substitute teacher shall be engaged to relieve the Teacher-In-Charge or Acting Teacher-In-Charge of his/her teaching duties during the Principal's and Vice-Principal's absence. The request will be made whenever the school administrator(s) will be absent for one-half (1/2) day or more.

**3.6 Program Leaders**

- a) Program Leaders shall be appointed on an annual basis in all schools as follows:
- (i) In each high school at a rate of one (1) Program Leader per every six (6) full time equivalent teachers on staff in the school as at September 30, each year, and
  - (ii) In each school other than high schools at a rate of one (1) Program Leader per every eight (8) full time equivalent teachers as at September 30, each year.

The calculation of the number of teachers in each school shall include the Principal and Vice-Principal(s). Where the calculation produces a decimal of .5 or greater, the number of Program Leaders shall be increased to the next highest full integer and where the calculation produces a decimal of less than .5 the number of Program Leaders shall be decreased to the next lowest full integer.

- b) The Division may, in its discretion, increase the number of Program Leaders, in any school, beyond the number generated by the calculation in this Article.
- c) The Principal, in consultation with the teaching staff, will decide on the specific subject or area of responsibility of the Program Leaders to be appointed. Notwithstanding the foregoing, the Division may decide, annually, the areas in which Program Leaders shall be assigned.
- d) Program Leaders shall be appointed by the Superintendent on the recommendation of the Principal.
- e) A pool of substitute days will be allocated to each high school each year equal to eight (8) half days multiplied by the number of Program Leaders in each high school as at September 30 of that year. The substitute days will be used to

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)****3.6 Program Leaders (continued)**

provide release time to Program Leaders in the high school. The Principal of each high school shall determine the details of how the substitute days will be used.

- f) The annual allowance for Program Leaders shall be as follows:

- i. For Program Leaders in high schools:

<u>September 2007</u>	<u>September 2008</u>	<u>September 2009</u>
\$2,472	\$2,546	\$2,622

- ii. For Program Leaders in all other schools

<u>September 2007</u>	<u>September 2008</u>	<u>September 2009</u>
\$1,236	\$1,273	\$1,311

- g) This paragraph shall be rendered null and void effective on and from July 1, 2008:

Each individual teacher receiving a Department Head Allowance, Temporary Department Head Allowance or Team Leader Allowance during the 2005/06 school year pursuant to the Letter of Understanding dated March 11, 2004, shall be appointed to the position of Program Leader for the 2006/07 school year and the 2007/08 school year provided that the teacher remains in the same school in which the teacher served as Department Head, Temporary Department Head or Team Leader during 2005/06. The allowance paid to the Program Leaders who are appointed pursuant to this paragraph for 2006/07 and 2007/08 shall be the greater of the allowance paid during 2005/06 or the annual allowance set out in paragraph (f) of this Article.

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)****3.7 Coordinators and Consultants**

- a) Consultant and Coordinator allowances shall be as set out below:

	<u>Sept. 2007</u>	<u>Sept. 2008</u>	<u>Sept. 2009</u>
Coordinator .....	\$10,896	\$11,223	\$11,560
Consultant .....	\$ 5,449	\$ 5,612	\$ 5,780

The foregoing allowances shall be paid in addition to the Consultant's or Coordinator's salary as set out in the Basic Salary Schedule.

- b) Where the Consultant or Coordinator position is less than full time, the allowance shall be pro-rated.

### **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

#### **3.8 Part-Time Teachers**

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

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

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

#### **3.9 Substitute Teachers**

The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 3.9, Substitute Teachers.

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

**3.9 Substitute Teachers (continued)**

a) Rates

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

- (i) Effective on and from April 1, 2009, the following shall be the rates:  
 Class 1-3 ..... \$128 per day inclusive of vacation pay;  
 Class 4-7 ..... \$152 per day inclusive of vacation pay.
- Effective on and from the first day of the Fall Term 2009:  
 Class 1-3 ..... \$132 per day inclusive of vacation pay;  
 Class 4-7 ..... \$157 per day inclusive of vacation pay.

Substitute rates shall be as per Article 3.9 (a) or (b) whichever is the greater.

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

b) Extended Substitution

Commencement of the sixth (6<sup>th</sup>) consecutive day of substituting as a substitute in one classroom, or for one teacher, shall constitute an extended substitute teaching assignment and the following shall apply:

- i) Upon commencement of the sixth (6<sup>th</sup>) consecutive day of substitution in one classroom, or for one teacher, that substitute shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 2, retroactively to the first day of such service. Substitute teachers pursuant to this paragraph shall not be paid at a rate higher than that provided for at the maximum salary of Class 4. Effective April 1, 2009, substitute teachers paid pursuant to this paragraph shall not be paid at a rate higher than that provided for at the maximum salary of Class 5.
- ii) In-service days, administration days or days when the Division closes a school during the regular school year shall not be deemed to interrupt the consecutive service of a substitute teacher for purposes of determining status as an extended substitute.

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

**3.9 Substitute Teachers (continued)**

- iii) Such period of extended substitution shall not be deemed to be interrupted when replacing a part-time teacher who is scheduled to work on non-consecutive days. When the extended substitution is for a part-time teacher, the provisions of Article 3.8 (a) shall apply. Article 3.8 (b) shall not apply.
- iv) A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from assignment to assignment. The use of a sick leave day shall not constitute an interruption of the extended substitute teaching assignment.
- v) When a substitute teacher suffers an on-job injury and is absent from work as a result of that injury, the Board shall continue to pay the salary of that substitute teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work as a consequence of the on-job injury shall not be charged against the accumulated sick leave balance.

Entitlement to accrued sick leave or on-the-job injury entitlement ceases upon the last day prior to the return of the teacher being replaced in the assignment.

- c) The Division shall reimburse each substitute teacher the same allowance normally received by the teacher being replaced for travel between an assignment involving two or more schools or work sites within the Division's jurisdiction.
- d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- e) A substitute teacher who is called to work for an assignment, and who reports for the assignment finding that his or her services are not required shall be offered an alternative assignment equivalent in time to the substitute's original assignment, and when such alternative assignment is not available shall be paid a half (1/2) day's pay at the applicable rate in lieu.
- f) Manitoba Teachers' Society fees and Pembina Trails Teachers' Association fees shall be deducted from a substitute teacher's monthly pay.

The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of The Manitoba Teachers' Society fees provided, however, that should the Association so require, it shall be permitted to take over and conduct such legal action and make such settlement thereof as it shall see fit.

### **ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)**

#### **3.9 Substitute Teachers (continued)**

- g) Pay cheques relating to salary earned by substitute teachers during any month shall be forwarded to those teachers not later than the twentieth day of the following calendar month.
- h) In the event of an emergency closure of a school or early dismissal for emergency reasons, substitute teachers will be paid what they would have earned if the school had not closed. In the event of such occurrence, a substitute may, at the discretion of the Division, be reassigned to another location.
- i) The only matters that may be grieved under the Settlement of Differences Article 4.10 by a substitute teacher or the Association on behalf of the substitute teacher are the provisions of Article 3.9, Substitute Teachers, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.
- j) In addition to Article 3.9, the following articles of the Collective Agreement shall apply to substitutes:
 

Article 1.1	Purpose
Article 1.2	Per Diem
Article 1.3	Effective Period
Article 3.1	Salary Schedule
Article 4.1	Harassment
Article 4.2	Freedom From Violence
Article 4.3	Discipline
Article 4.5	Complaints
Article 4.8	Personnel Records
Article 4.11	Non-Discrimination
Article 5.2	Extra-Curricular Activities
Article 5.3	Lunch Period

#### **3.10 Deduction of Professional Fees**

- a) Professional fees for a school year will be deducted from every participating teacher. These deductions will be made in ten (10) equal monthly installments, according to the scale of fees established by the Manitoba Teachers' Society, starting with the September cheque. Monthly installments will be forwarded to the Central Office of Manitoba Teachers' Society, normally not later than the twentieth (20<sup>th</sup>) day of the following calendar month.
- b) Pembina Trails Teachers' Association fees will be deducted from every teacher. These deductions will be made in ten (10) equal monthly installments, in accordance with the current rate of fees set by the Pembina Trails Teachers' Association. The fees will be remitted to the Pembina Trails Teachers' Association not later than the twentieth (20<sup>th</sup>) day of the calendar month following the month of collection.

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

**3.10 Deduction of Professional Fees (continued)**

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

**3.11 Mileage Allowance**

- a) All teachers who are required to use their private vehicles shall receive a travel allowance as follows:

	<u>April 1, 2009</u>	<u>Sept.1, 2009</u>
Rate per kilometre ....	46¢	47¢

- b) Payments, pursuant to this article, shall be made in accordance with the following schedule provided that the Principal has submitted to the Secretary-Treasurer, on prescribed forms, by the submission date, the reports of mileage for teachers entitled to payments.

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

**ARTICLE 3: SALARY, ALLOWANCES AND DEDUCTIONS (continued)****3.12 Parking**

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

<b>School Year</b>		<b>One-Half Time to Full Time</b>	<b>Below One Half-Time</b>
<b>Effective April 1, 2009</b>	Stalls with electrical service:	\$160.00	\$80.00
	Stalls without electrical service:	\$ 80.00	\$40.00
<b>Effective June 30, 2009</b>	Stalls with electrical service:	\$170.00	\$85.00
	Stalls without electrical service:	\$ 85.00	\$42.50
<b>Effective June 30, 2010</b>	Stalls with electrical service:	\$180.00	\$90.00
	Stalls without electrical service:	\$ 90.00	\$45.00

GST is chargeable in addition to the foregoing rates.

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

**ARTICLE 4: RIGHTS****4.1 Harassment**

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

**4.2 Freedom From Violence**

- a) Both the Association and the Board recognize the principle that all teachers are entitled to have a working environment free from physical violence, verbal abuse or the threat of physical assault and both parties shall make reasonable efforts to maintain this goal.
- b) This section is subject to The Public Schools Act and regulations thereto and is not intended to abrogate any management rights with respect to the student disciplinary process.
- c) Teachers shall not have the right to grieve individual student disciplinary decisions made by the School Administration.

**4.3 Discipline**

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

## **ARTICLE 4: RIGHTS (continued)**

### **4.3 Discipline (continued)**

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

### **4.4 Due Process For Administrators**

- a) No principal or vice-principal covered by this Collective Agreement shall be demoted without just and reasonable cause.
- b) When the Board demotes any principal or vice-principal covered by this Collective Agreement, and where the affected principal or vice-principal is not satisfied that the demotion is for just and reasonable cause, the Board's actions shall be deemed to be a difference between the parties to, or persons bound by this Collective Agreement under the Settlement of Differences article.
- c) When such a difference is referred to a Board of Arbitration the Board of Arbitration shall have the power to:
  - i) uphold the demotion;
  - ii) rescind the demotion;
  - iii) vary or modify the demotion;
  - iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the demotion;
  - v) do one or more of the things set out in sub-clause i), ii), iii), and iv) above.

## **ARTICLE 4: RIGHTS (continued)**

### **4.5 Complaints**

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

### **4.6 Teachers On Limited Term Teacher-General Contracts**

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

## **ARTICLE 4: RIGHTS (continued)**

### **4.7 Transfers**

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

### **4.8 Personnel Records**

- a) A teacher may at a mutually agreed time review his/her personnel file after submitting a request for such review to the Assistant Superintendent, Human Resources or designate. The Division will have its representative present when the teacher is examining his/her personnel file.
- b) A teacher shall have the right to respond in writing to any document contained in the personnel file.
- c) The Division will not introduce as evidence at any arbitration hearing and an Arbitration Board shall not accept as evidence any document which is disciplinary in nature, unless the teacher has been previously advised of the nature of the discipline and has been provided with a copy of such document on request.

### **4.9 Layoff**

- a) When it is determined by the Board that a layoff is necessary and where natural attrition, transfers and leaves of absence do not effect the necessary reduction in staff, the Board shall give first consideration to retaining teachers having the greatest length of service with the Board.
- b) Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, if such teacher does not have the necessary training, academic qualifications, experience and ability, for a specific teaching assignment within the Division.
- c) **Definitions**
  - i) **Training**: Instruction received as preparation for the profession of teaching which instruction leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
  - ii) **Academic Qualifications**: Refers to the classification in which a teacher is placed by the Teacher Certification and Records Branch of Manitoba Education.
  - iii) **Experience**: The practical application of the training over a period of time with respect to the particular subject or subjects.

## **ARTICLE 4: RIGHTS (continued)**

### **4.9 Layoff (continued)**

- iv) Ability: A teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
  - v) Length of Teaching Service: The teacher's length of continuous employment with the Board commencing with the first teaching day after one's most recent day of hiring with the Board. Approved leaves of absence shall not constitute a break in continuity of service.
  - vi) Specific Term Contract: A contract, either verbal or written, whereby a teacher is hired to teach a specific subject or subjects for a specific term during all or any part of a school year.
  - vii) School Year: The period of time from the commencement of a school term on or about the 1<sup>st</sup> day of September of a particular year to the end of the term in the month of June next following.
- d) i) In the event of an impending layoff, the Board shall meet with the Executive of the Association to discuss the implications of the layoff and shall provide the Association with a list of teachers to be laid off. The meeting shall be held no later than the 15<sup>th</sup> day of April in any school year.
- ii) The Board shall maintain a seniority list showing the date upon which each teacher's service commenced and the total length of service for the purpose of determining seniority.
- e) Length of teaching service shall be determined on the basis of the following:
- i) The teacher's length of continuous employment, with the Board commencing with the first teaching day after one's most recent day of hiring with the Board.
  - ii) Where teachers have the same length of continuous employment with the Board, the length of teaching service shall be determined on the basis of total teaching experience in the Division.
  - iii) Where teachers have the same length of service as in (ii) the length of teaching experience shall be determined on the basis of total recognized teaching experience.
  - iv) Where teachers have the same length of service as in (iii) the length of teaching service shall be determined on the basis of total recognized teaching experience in Manitoba.
  - v) If the length of teaching service, as in (iv) is equal, the teacher to be laid off shall be determined as per signature date of respective contracts.

## **ARTICLE 4: RIGHTS (continued)**

### **4.9 Layoff (continued)**

- f) Notice of any layoff shall be given to the teachers no later than the 15<sup>th</sup> day of May in any school year.
- g) i) If, after layoffs have occurred and for a period of two (2) calendar years after the 30<sup>th</sup> of September following the date of layoff, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications, experience and ability for the position available. Length of service with the Board will be used to determine the order in which laid off teachers are offered the available positions, provided that the said teachers have the necessary training, qualifications, experience and ability.

- ii) aa) Teachers With One Full School Year or Less

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

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

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

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

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

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

force and effect on the first teaching day following that summer, winter or spring break.

- h) Each teacher shall keep the Board informed as to his/her current address.
- i) Teachers shall be recalled by registered mail and must reply by registered mail within fourteen (14) days of receiving the letter of recall. Failure to contact the Board shall result in the loss of all recall rights. If a teacher refuses a position for which that employee is qualified, such teacher shall lose all rights for recall.
- j) If a teacher is recalled as provided in (i) above, the following will not be affected:
  - i) accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of time of the layoff;
  - ii) seniority gained prior to being laid off, but seniority shall not be accrued for the period of time of the layoff.
- k) A teacher shall lose seniority for any of the following reasons:
  - i) the teacher resigns;
  - ii) the teacher becomes employed by another school board except in the case of employment under a limited term contract;
  - iii) the teacher fails to return to work after the termination of any leave granted by the Board;
  - iv) the teacher is not re-employed within two (2) calendar years after September 30 following the date of layoff;
  - v) the teacher's contract is terminated for cause;
  - vi) any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications and ability to perform the work in the offered position, shall forfeit all rights of seniority and re-employment.

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

- l) Notwithstanding any other provisions of this article, the foregoing layoff provision shall not apply to a teacher continuously employed by the Board under an approved form of agreement for a full school year or less, as defined by the Minister by regulation, or to a teacher employed on a limited term contract not to

## **ARTICLE 4: RIGHTS (continued)**

### **4.9 Layoff (continued)**

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

### **4.10 Settlement of Differences**

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

## **ARTICLE 4: RIGHTS (continued)**

### **4.11 Non-Discrimination**

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

### **4.12 Posting of Teaching Positions**

1. Teaching vacancies that arise throughout the year will be posted on the Divisional website at [www.pembinatrails.ca](http://www.pembinatrails.ca) for a minimum of four working days.
2. Teachers returning from approved leave shall be placed in positions which are then not required to be posted.
3. Vacancies for permanent positions which arise in mid year will be posted and filled and then reposted for all staff in the spring staffing period.
4. Consistent with provisions of Article 3.8 (b)(i), upon application for full time or part-time teaching positions, first preference will be given to all teachers signed to Form 2 or Teacher-General Contracts with Pembina Trails School Division for which they are qualified when such full time or part-time teaching positions become available.
5. All work sites will be notified when postings become available and be asked to post a hard copy.
6. The President of the Pembina Trails Teachers' Association will be notified of every opportunity as they arise.

## **ARTICLE 5: WORKING CONDITIONS**

### **5.1 Contact Time**

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

### **5.2 Extra Curricular Activities**

Participation in extra curricular activities by teachers is voluntary.

### **5.3 Lunch Period**

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

## **ARTICLE 6: LEAVES OF ABSENCE**

### **6.1 Contract Reductions in Full Time Equivalency**

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

### **6.2 Leave Without Pay**

- a) Upon completion of three (3) years of employment in a teaching position with the Division, a teacher shall be eligible for a leave of absence without pay of up to two (2) years in length for study or other purpose. The Superintendent shall have full authority to deny any such request or modify any such request with the consent of the employee and the denial of a request shall not be subject to the Settlement of Differences article.
- b) Teachers with less than three (3) years of service may not apply for leave under this article.
- c) Without limiting the generality of the following, leaves may be granted for the following:
  - extended parenting leave;
  - illness within the teacher's family;
  - educational reasons;
  - travel;
  - teacher exchange;
  - to engage in work other than as a teacher in a public or private school,
  - teach in another country,
  - other purposes acceptable to the Superintendent.
- d) Such leave shall not result in loss of accumulated sick leave nor benefits accrued to the date leave without pay commences and shall not count as experience for increment purposes. Where benefits are allowed to continue the teacher on leave must pre-pay, on a timely basis, both the teacher and employer portion and be subject to any and all provisions of the applicable master plans which may apply. Teachers shall not accumulate sick leave while on leave without pay.
- e) A teacher returning from leave under this article within the first year will be placed in a position at the same level but not necessarily the same position. For a teacher who has been on leave for more than one (1) year, placement on return will be to any

## **ARTICLE 6: LEAVES OF ABSENCE (continued)**

### **6.2 Leave Without Pay (continued)**

- position. A teacher will return from leave only at the start of the applicable term or semester. Under no circumstances will leave in excess of two (2) years be granted under this article.
- f) A teacher on leave will be subject to the Layoff article should that teacher have been covered by that article had that teacher not been on leave.
  - g) Applications for a leave of absence under this article to be taken during any school year are to be received by April 1<sup>st</sup> of the preceding school year.

### **6.3 Leave Of Absence For Executive Duties**

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

**ARTICLE 6: LEAVES OF ABSENCE (continued)**

**6.4 Leave Of Absence For Association Duties**

- a) The Association, upon giving written notice request on or before May 16<sup>th</sup> of each year shall be entitled to a maximum full time equivalent two positions for the following school year to attend to Association business. There shall be no loss of wages or benefits for the teachers on leave for Association business and the Association shall reimburse the Board for the full cost of such wages and benefits and any other costs associated with the leave. The details of the leaves requested are subject to the approval of the Superintendent prior to such leaves being taken.
- b) At the end of the scheduled term of leave as established pursuant to paragraph (a), each teacher shall return to a teaching position as designated by the Superintendent without less than the same wages and benefits as existed prior to the commencement of the leave for Association duties.
- c) Notwithstanding the limitations placed on the absence of individual teachers and the Association collectively, which are set out in Article 6.3, absence from duties to attend joint meetings with representatives of the Board for the purposes of negotiation, conciliation, arbitration or mediation-arbitration shall not be deducted from the individual employee maximum nor the Association collective maximum.

**6.5 Sick Leave**

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

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

No. of days of actual teaching service (including paid sick days)	X	20
<hr/>		
Total number of teaching days in the school year		

## **ARTICLE 6: LEAVES OF ABSENCE (continued)**

### **6.5 Sick Leave (continued)**

- c) The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition either before or after delivery, is unable to be at work and perform her regular duties for a valid health-related reason(s). The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the Board.
- d) Where a teacher is ill, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during sick leave, but subject to e), the leave shall not exceed twenty (20) teaching days in any school year.
- e) Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
  - 40 days in the second year
  - 60 days in the third year
  - 80 days in the fourth year
  - 100 days in the fifth year
  - 120 days in the sixth year
  - 125 days in the seventh and subsequent years. (It was agreed that the accrual of the maximum of 125 days would begin April 1, 2009).
- f) Should the Division become eligible for a reduction in premiums under The Employment Insurance Act, the teachers' five-twelfth (5/12) share of the premium reduction will be remitted annually by July 15<sup>th</sup> in each school year to the Treasurer of the Association.
- g) When a teacher suffers an on-job injury and is absent from work as a result of that injury, the Board shall continue to pay the salary of that teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work as a consequence of the on-job injury shall not be charged against the accumulated sick leave balance.

### **6.6 Family Medical Leave**

- (a) Teachers shall be entitled to use up to an overall maximum of four (4) days of accumulated sick leave per school year to attend to the illness or injury of that teacher's spouse, common-law partner, children, parents or parents-in-law. Where such cases occur, entitlement under this article may not be accessed concurrently by both caregivers who are teachers within the scope of this Agreement. Effective April 1, 2009, the maximum shall be increased to five (5) days of accumulated sick leave per school year.

## **ARTICLE 6: LEAVES OF ABSENCE (continued)**

### **6.7 Bereavement Leave**

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

### **6.8 Maternity/Parental/Adoptive Leave**

- a) Every teacher shall be entitled to maternity and/or parental and/or adoptive leave and any teacher, who has satisfied a seven (7) consecutive months of employment as a teacher with Pembina Trails School Division qualifying requirement, shall be entitled to the Supplementary Employment Benefits as described in items 4, 5 and 6 of this clause.
- b) Except as otherwise provided herein, the provisions of the *Employment Standards Code* will apply.
- c) The teacher and the Board may mutually agree to extend the length of the leave if the employee so desires. Any such arrangements shall be confirmed in writing by the Board. The *Employment Standards Code* shall apply, however, a period of maternity leave longer than contemplated in the *Employment Standards Code* may be agreed between the teacher and the Board to their mutual satisfaction and may include a determination that when the maternity leave expires during a school term, the teacher may return to work at the commencement of the term immediately following the expiration of the leave. For the purpose of this section “term” means either the months of September to December or January to June, or the commencement of a semester, as the case may be.
- d) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of the leave up to seventeen weeks in the amount of 90% of the salary being received at the time leave was taken, this pay to include any benefits received from Employment Insurance pursuant to a Supplementary Employment Benefits Plan. The implementation of this clause is subject to the successful arrangement of a Supplementary Employment Benefits Plan with Human Resources Development Canada.

## **ARTICLE 6: LEAVE OF ABSENCE (continued)**

### **6.8 Maternity/Parental/Adoptive Leave (continued)**

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

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

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

### **6.9 Paternity Leave**

- a) Upon the occasion of a teacher's spouse giving birth to a child, that employee shall be granted one day's absence with pay for the actual occasion of birth and one further day's leave of absence with pay. It shall be understood that leave of absence with pay shall be provided when the day of birth or the additional day falls on a regular school day. Effective April 1, 2009, the employee's further leave shall be increased from one to two days' leave of absence with pay.

## **ARTICLE 6: LEAVE OF ABSENCE (continued)**

### **6.10 Compassionate Care Leave**

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

### **6.11 Personal Leave**

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

### **6.12 Religious Holy Leave**

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

The following notification period shall apply:

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

### **6.13 Jury and Witness Duty**

- a) All teachers under contract shall be granted leave without deduction of salary for court appearances if the employee is:
- i) subpoenaed to be a witness in a court action excepting those actions arising from the employee's personal affairs; or
- ii) summoned for jury duty.

## **ARTICLE 6: LEAVES OF ABSENCE (continued)**

### **6.13 Jury and Witness Duty (continued)**

- b) The teacher shall remit to the Division any remuneration which the teacher may receive because of an appearance in court as a witness or juror.
- c) A teacher subpoenaed as a witness in a Court of Law must notify his/her Principal/Supervisor as soon as the notice is received.
- d) All information regarding the known times and length of absences should be made known to the teacher's Principal/Supervisor as soon as possible.
- e) The teacher shall make herself/himself available at her/his school when not required at court.

### **6.14 Deferred Salary Leave Plan**

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

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

### **6.15 Educational Leaves**

Effective April 1, 2009:

A teacher will have the right to one-half day of paid leave for the purpose of writing a university examination during the school day to a maximum of two examinations during any school year or for the purpose of attending the teacher's own convocation during the school day.

## **ARTICLE 7: BENEFITS**

### **7.1 Group Life Insurance**

- a) The Board shall administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy of the said Plan and subject to the limitations set out in d).
- b) All teachers shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Board. Where teachers opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the teacher. The effective date of this paragraph shall be September 1<sup>st</sup>, 2004.

## **ARTICLE 7: BENEFITS (continued)**

### **7.1 Group Life Insurance (continued)**

- c) All teachers coming on staff after the effective date of the implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.
- d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:
  - i) deducting premiums from the teachers;
  - ii) enrolling newly hired teachers in the Plan;
  - iii) maintaining records of the teachers who are and are not insured, including maintaining files of application cards, late applicants, teachers whose coverage was rejected on late application, beneficiary designations, and teachers whose coverage has terminated on leaving the Division;
  - iv) completing a premium statement to accompany premium remittances;
  - v) providing claim forms to teachers or beneficiaries on request;
  - vi) completing and submitting the Employer Claim Submission for claimants;
  - vii) distributing Plan information to teachers from time to time;
  - viii) conducting periodic re-openings from Accidental Death and Dismemberment applications.
- e) Save and except for the express responsibilities set out in d) of this article, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of the Manitoba Public School Employees Group Life Insurance Plan.
- f) The Association shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Group Life Insurance Plan.

### **7.2 Disability Benefits Plan**

- a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- b) Any teacher shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.

## **ARTICLE 7: BENEFITS (continued)**

### **7.2 Disability Benefits Plan (continued)**

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

### **7.3 Extended Health Benefit Plan**

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

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

- i) enrolling all newly hired eligible members;

## **ARTICLE 7: BENEFITS (continued)**

### **7.3 Extended Health Benefit Plan (continued)**

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

### **7.4 Professional Development Fund**

- a) The Board will establish a professional development fund by way of a separate allocation in its annual budget which will be jointly administered by the Association and Division.
- b) The Board shall make an annual allocation per fiscal year of \$410,000 for the 2008/09 fiscal year. Effective with the 2009/10 fiscal year, the Board shall make an annual allocation per fiscal year of \$415,000.

**ARTICLE 7: BENEFITS (continued)****7.4 Professional Development Fund (continued)**

- c) The Professional Development Fund will not be an imprest fund.  
(An imprest fund is created when a cash payment is made from the central bank account of the Division into either a pool of physical cash or into a bank account separate from the Division's central bank account and which is under the control of designated teachers of the Division. Disbursements are made from the imprest fund separate from the central disbursement process as directed by the designated teachers).
- d) A Management Committee will be established to administer the Fund comprised of equal representation from the Division and the Association. The Superintendent will appoint the Division representatives on the Management Committee and the President of the Pembina Trails Teachers' Association will appoint the Association representatives. The maximum size of the Management Committee will be eight (8).
- e) Where irreconcilable differences between the parties exist with respect to the administration of the Fund, a third party shall mediate/arbitrate any difference.
- f) The Division and the Association will agree on the name(s) of a third party or parties who will be available to mediate/arbitrate any irreconcilable differences between the parties on the administration of this Fund. The decision of the third party mediator/arbitrator will be final and binding.
- g) The Professional Development Fund expenditures are for sabbaticals (full or partial), in-service training, workshops, conferences, a course or courses of study which may or may not include paid or unpaid leaves of absence, or any other professional development activity which is appropriate.
- h) The Professional Development Fund is set out in addition to any other budgeted professional development allocation for staff, including teachers, which the Board may choose to make in the course of establishing its annual budget.
- i) Any professional development activity must have as its aim and purpose to provide a benefit and furtherance to the educational activities of the Pembina Trails School Division.
- j) A Joint Professional Development Accumulated Surplus/Deficit Fund ("the Surplus/Deficit Fund") shall be established commencing with the results of the 2007/08 Fiscal Year. For any fiscal year when the actual amount expended is less than the amount of the annual allocation adjusted by the carried forward balance in the Surplus/Deficit Fund from the prior fiscal year, the unexpended amount shall be added to the Surplus/Deficit Fund. For any fiscal year when the actual amount expended is greater than the amount of the annual allocation adjusted by the carried forward balance in the Surplus/Deficit Fund from the prior fiscal year, the over expended amount shall be deducted from the Surplus/Deficit Fund. The balance in the Surplus/Deficit Fund shall be added to or deducted from the annual

**ARTICLE 7: BENEFITS (continued)****7.4 Professional Development Fund (continued)**

allocation for the subsequent fiscal year. The Management Committee shall take every reasonable precaution not to over expend the amounts available to it in any fiscal year.

**7.5 Dental Insurance**

- (1) Effective October 1, 2009, the Division will participate in the administration of the MAST/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 1 (the "Dental Plan Agreement").
- (2) All employees covered by this Collective Agreement that are eligible under the terms of the MAST/MTS Dental Plan shall be required to participate in the MAST/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.
- (3) The cost of the MAST/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;
  - 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;
  - 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 dental plan coverage, shall receive an amount equal to the monthly rate for family coverage.

DATED at Winnipeg, Manitoba, this 17<sup>th</sup> day of March, A.D. 2009.

Pembina Trails Teachers' Association  
of The Manitoba Teachers' Society

*Original signed by Gerry Sankar*

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President

*Original signed by Arlyn Filewich*

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Negotiations Chair

Pembina Trails School Division

*Original signed by Jacqueline Field*

---

Chair of the Board

*Original signed by Craig M. Stahlke*

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Secretary Treasurer

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

**RE: PERSONAL LEAVE APPLICATIONS**

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

Dated this 17<sup>th</sup> day of March, 2009.

Pembina Trails Teachers'  
Association of The Manitoba Teachers' Society

*Original signed by Gerry Sankar*

\_\_\_\_\_  
President

*Original signed by Arlyn Filewich*

\_\_\_\_\_  
Negotiations Chair

Pembina Trails School Division

*Original signed by Jacqueline Field*

\_\_\_\_\_  
Chair of the Board

*Original signed by Craig M. Stahlke*

\_\_\_\_\_  
Secretary Treasurer

**ADDENDUM TO THE AGREEMENT**

**BETWEEN**

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

The following sets out the basis of an agreement made between the Pembina Trails School Division and the Pembina Trails Teachers' Association in conjunction with the Collective Agreement between the two parties made as of the 17<sup>th</sup> day of March, 2009.

**PROFESSIONAL DEVELOPMENT FUND**

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

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

Dated at Winnipeg, Manitoba, this 17<sup>th</sup> day of March, A.D. 2009.

Pembina Trails Teachers'  
Association of The Manitoba Teachers' Society

Pembina Trails School Division

*Original signed by Gerry Sankar*

*Original signed by Jacqueline Field*

\_\_\_\_\_  
President

\_\_\_\_\_  
Chair of the Board

*Original signed by Arlyn Filewich*

*Original signed by Craig M. Stahlke*

\_\_\_\_\_  
Negotiations Chair

\_\_\_\_\_  
Secretary Treasurer

**THIS AUXILIARY AGREEMENT** made as of the 17<sup>th</sup> day of March, 2009

**BETWEEN:**

**THE PEMBINA TRAILS SCHOOL DIVISION**  
(hereinafter referred to as the “Division”)

- and -

**THE PEMBINA TRAILS’ TEACHERS’ ASSOCIATION OF  
THE MANITOBA TEACHERS’ SOCIETY,**  
(hereinafter referred to as the “Association”)

**WHEREAS** pursuant to a certain collective agreement dated March 17, 2009, the Division has agreed to participate in a number of insurance programs, including:

- The Manitoba Public School Employees Group Life Insurance Plan;
- The MAST/MTS Dental Plan; and
- The MTS Extended Health 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 2009/2010 school year which follows:

**Basic Salary Schedule – Effective September 1, 2009**

Step	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	33,120	36,572	39,755	47,418	50,313	53,812	56,801
1	34,691	38,133	41,805	50,025	53,124	56,549	59,886
2	36,266	40,207	44,426	52,630	55,922	59,479	63,015
3	37,841	42,289	47,038	55,242	58,737	62,448	66,124
4	39,418	44,367	49,660	57,936	61,543	65,418	69,259
5	40,990	46,450	52,280	60,644	64,352	68,387	72,373
6	42,805	49,491	55,970	63,356	67,167	71,357	75,493
7				66,060	70,022	74,328	78,612
8				68,778	73,008	77,308	81,731
9				73,901	78,097	82,937	87,672

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 as identified in Article 3.9(b)(i);
2. Part-time teachers working less than 30% of full time;
3. Teachers receiving a Maternity, Adoptive 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 March 17, 2009.

**CONCURRING SIGNATORIES**

Dated at Winnipeg, Manitoba this 17<sup>th</sup> day of March, 2009.

Signed and agreed on behalf of the Division:

*Original signed by Jacqueline Field*

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**Chairperson**

*Original signed by Craig M. Stahlke*

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**Secretary - Treasurer**

Signed and agreed on behalf of the Association:

*Original signed by Gerry Sankar*

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**President**

*Original signed by Arlyn Filewich*

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**Collective Bargaining Chair**

**THIS COLLATERAL DENTAL PLAN AGREEMENT** made this 17<sup>th</sup> day of March , 2009

**BETWEEN:**

**THE PEMBINA TRAILS SCHOOL DIVISION**  
(hereinafter referred to as the "*Division*")

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

**WHEREAS** pursuant to a certain collective agreement dated March 17, 2009, made between the Division and the Association, the Division has agreed to participate in the administration of the MAST/MTS Dental Plan (the "*Dental Plan*") for all of the eligible employees (the "*Employees*") as described by the Trust Committee for the MAST/MTS Dental Plan (the "*Committee*") 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 Dental Plan; and

**WHEREAS** pursuant to a certain agreement made between the Manitoba Association of School Trustees, the Manitoba Teachers' Society and the Committee, the Committee is responsible for the formulation, implementation and operation of the Dental 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 Dental Plan shall be as formulated by the Committee.
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 Dental Plan stipulated by the Committee and/or by the insurer appointed by the Committee to administer the Dental Plan.
4. The Division shall make the following payments:
  - a) Subject to paragraph (b) which follows, for September 1, 2009, the Division shall pay monthly \$ 92.00 on behalf of each Employee in respect of the Dental Plan, said \$ 92.00 being the monthly rate for family coverage. Such payments shall be made to the Committee or to such party as the Trustees shall designate in writing.
  - b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Dental 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's spouse having a

dental plan, as the case may be, the Division shall pay to the employee the difference in the monthly rate between family coverage and the coverage elected by the Employee.

- c) For each year thereafter, the Division shall pay monthly on behalf of each Employee an amount not to exceed the amount payable by the Division for each Employee in the preceding year (taking into account payments referred to in both sub-paragraphs (a) and (b) of this paragraph 4) increased or decreased by a percentage equivalent to the percentage negotiated or awarded on average for the salary schedule of the Employees in the current year.
5. It is understood and agreed by the Association that any eligible Employees employed on or after the effective date of the implementation of the Dental Plan shall be required to participate in the Dental Plan unless entitled to elect out of the Dental 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:

Secretary-Treasurer  
Pembina Trails School Division  
181 Henlow Bay  
Winnipeg, Manitoba  
R3Y 1M7

To the Association:

Vice-President/Collective Bargaining Chair  
Room 105  
Westdale Junior High School  
6720 Betsworth Avenue  
Winnipeg, Manitoba  
R3R 1W3

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 PEMBINA TRAILS SCHOOL DIVISION**

*Original signed by Jacqueline Field*

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**Chairperson**

*Original signed by Craig M. Stahlke*

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**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 PEMBINA TRAILS TEACHERS' ASSOCIATION**

*Original signed by Gerry Sankar*

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**President**

*Original signed by Arlyn Filewich*

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**Secretary**