

COLLECTIVE AGREEMENT

BETWEEN

PRAIRIE ROSE SCHOOL DIVISION

AND

**PRAIRIE ROSE TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

TERM OF AGREEMENT

JULY 1, 2010 TO JUNE 30, 2014

TABLE OF CONTENTS

Article 1	Purpose	1
Article 2	Manitoba Education, Citizenship and Youth	1
Article 3	Effective Period	1
Article 4	Classification and Experience	2
Article 5	Salary Confirmation	2
Article 6	Payment of Salaries	2
Article 7	Salary Schedule	3
Article 8	Security of Tenure	6
Article 9	Interest on Back Pay	6
Article 10	Allowances	6
10.01	Administrative Allowance	6
10.02	Vice-Principal	7
10.03	Acting Principal Allowance	7
10.04	Student Services Coordinator	8
10.05	Multi-Grade Allowance	8
Article 11	Allowance for Professional Non-Credit Courses	9
Article 12	Substitute Teachers	10
Article 13	Part-Time Teachers	11
Article 14	Leaves	12
14.01	Sick Leave	12
14.02	Sick Leave for Pregnant Teachers	13
14.03	Bereavement Leave	13
14.04	Maternity Leave, Adoptive Leave and Parental Leave	13
14.04.1	Supplementary Employment Benefits Plan	13
14.05	Birth and Adoptive Leave	15
14.06	Personal Leave	15
14.07	Major Religious Holidays	15
14.08	Credit Course Examination Leave	16
14.09	Sabbatical Leave	16
14.10	Jury/Witness Duty	16
14.11	Leave of Absence for MTS Duties	16

Article 15	Fee Deduction	17
Article 16	Meal Period	17
Article 17	Extra Curricular	17
Article 18	Benefits Plans	18
18.01	Group Life Insurance	18
18.02	Disability Insurance Plan	19
18.03	Extended Health Benefit Plan	19
18.04	Dental Insurance	20
Article 19	Transfer	21
Article 20	Layoff	21
Article 21	Teachers on Limited Term Contracts	23
Article 22	Posting of Positions	23
Article 23	Preparation Time	24
Article 24	Complaints Against Teachers	24
Article 25	Provision for Settlement of Dispute During the Currency of Agreement	24
Article 26	Discipline Clause	25
Article 27	Workplace Harassment	25
Article 28	Deferred Salary Leave Plan	
Signatures	25
Letter of Understanding – Professional Development	26
Auxiliary Agreement – Teachers Ineligible for Certain Benefits Plans	27

July 1, 2010 – June 30, 2014

COLLECTIVE AGREEMENT

BETWEEN

**THE PRAIRIE ROSE SCHOOL DIVISION
(hereinafter referred to as the "Board")**

AND:

**PRAIRIE ROSE TEACHERS' ASSOCIATION
(hereinafter referred to as the "Association")**

ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association, to establish a salary as provided for in Section II of the Individual Statutory Contract, and other conditions of employment resulting from the operation of the said agreement, and finally to provide a basis for both parties to improve the professional and academic services rendered to the students and the taxpayers of Prairie Rose School Division.

ARTICLE 2: MANITOBA EDUCATION

Wherever the word Department is used in the collective agreement, Department shall mean Manitoba Education.

ARTICLE 3: EFFECTIVE PERIOD

This agreement shall come into force and take effect as of and from July 1, 2010, and shall remain in full force and effect until June 30, 2014, and shall automatically renew itself from year to year unless either party gives the other a written notice, by registered mail, of a desire to terminate or amend the agreement. Should either party desire to terminate or amend this agreement, such party shall notify the other party of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date. The parties agree to meet within fourteen days after notice has been given or such further time as the parties may mutually agree upon.

ARTICLE 4: CLASSIFICATION AND EXPERIENCE

- A) Teachers shall be placed on the salary scale according to qualifications and experience as recognized by the Department up to the maximum of their class.
- B) Increments shall be paid effective the first day of the Fall Term, the first day after the Christmas break, or the first day after the Spring Term, whichever occurs first following the attainment of the equivalent of an additional full year of experience.
- C) Any teacher who improves his or her academic or professional qualifications during any part of the year shall be paid according to those improved qualifications as provided for in this agreement. Such increase in basic salary shall be paid beginning the first of the month following receipt of notification of an improvement from the Department of Education. However, in the case of notification being received by the Division during the month of June or July, then such increase shall be paid effective the first day of the next fall term.
- D) Teachers hired on a Limited Teaching Permit or Provisional Certificate shall be classified by the Department and paid by the Division accordingly.

ARTICLE 5: SALARY CONFIRMATION

Before the end of September of each year, the Secretary Treasurer of the Board shall forward to the Local Association a report identifying the number, classification, percentage employment, and salary of teachers covered by the collective agreement.

ARTICLE 6: PAYMENT OF SALARIES

Basic Entitlement

The amount of the salary earned during the school year by a teacher shall be determined by taking, as a fraction, the total number of teaching days a teacher is employed in each of the Fall and Spring terms divided by the total number of teaching days in the school year, as prescribed by the Department of Education, multiplied by the salary rates in effect during the following Fall and Spring Terms and aggregated.

Method of Payment

- A) Salaries shall be paid on a twelve month basis on or before the last teaching Friday of the month for all employees except for Term employees starting after the first day of school. Those Term employees will be paid on a 10 month basis with no accrual of salary for July and August. Stated exceptions being the months of March, June and December, when payment shall be made on the last teaching day of said months, contingent upon completion of contractual duties. July and August salary will be paid in two separate direct deposits on the last teaching day in June.

- B) Each teacher shall receive an advance, payable on the 15th of each month, equivalent to approximately 50% of net earnings for one month. The advance will be payable on the last banking day prior to the 15th, when the 15th of the month falls on a weekend.
- C) Salaries of a teacher commencing employment, or returning to active employment following an unpaid leave of absence, after the first teaching day of the school year, shall be paid in installments calculated as follows:
- i) In the first month of employment, if the teacher is hired between the 1st and 15th of the month, the salary shall be paid in the fraction of the salary rate in effect as the total number of days employed for the school year, the monthly instalments shall be determined by dividing the salary entitlement for the balance of the school year by the number of months remaining to August 31st next.
 - ii) In the first month of employment if a teacher is hired between the 16th and last day of the month, the salary shall be paid in the fraction of the salary rate in effect as the number of days employed in that month is of the total number of days as prescribed for the school year. Thereafter, the monthly installments shall be determined by dividing the salary entitlement for the balance of the school year by the number of months remaining to August 31st next.
- D) Final Payments - where a teacher leaves the employ of the Board during the course of the school year, the final payment shall be so adjusted that the teacher shall receive, for the part of the school year employed such fraction of the salary for the whole year as the number of teaching days employed is of the number of days prescribed by the Minister of Education for that school year.
- E) Payment shall be made by direct deposit to the Canadian financial institution of the teacher's choice. The teacher shall designate one account to which the direct deposit shall be made.

ARTICLE 7: SALARY SCHEDULE

- A) The salary schedule herein shall reflect, for the time period covered by this Agreement, the net amount after Dental Plan deduction, as per the requirements of the Collateral Dental Plan Agreement.
- B) For comparison purposes, the Secretary-Treasurer of the Division shall provide the Association, annually in September, an updated schedule showing the gross salary, and an updated schedule showing the net amount after Dental Plan deduction.

EFFECTIVE Fall Term, 2010

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	31,320	34,162	38,428	46,082	49,554	52,422	55,350
1	32,843	36,095	40,502	49,067	52,391	55,352	58,378
2	34,367	38,028	42,578	52,052	55,228	58,292	61,402
3	35,890	39,961	44,653	55,036	58,064	61,229	64,428
4	37,413	41,894	46,728	58,021	60,900	64,168	67,459
5	38,936	43,826	48,804	61,004	63,739	67,099	70,483
6	40,460	45,759	50,880	63,989	66,573	70,036	73,506
7	XXXXXX	47,695	52,953	66,973	69,410	72,967	76,532
8		XXXXXX	55,549	69,957	72,246	75,902	79,562
9			XXXXXX	72,946	75,085	78,841	82,576
10				XXXXXX	77,921	81,766	85,636

EFFECTIVE MARCH 1, 2011

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
✓ 0	31,790	34,674	39,004	46,773	50,297	53,208	56,180
✓ 1	33,336	36,636	41,109	49,803	53,177	56,182	59,254
✓ 2	34,882	38,598	43,217	52,833	56,056	59,166	62,323
✓ 3	36,428	40,560	45,323	55,861	58,935	62,147	65,394
✓ 4	37,974	42,522	47,429	58,891	61,813	65,130	68,471
✓ 5	39,520	44,483	49,536	61,919	64,695	68,105	71,540
✓ 6	41,067	46,445	51,643	64,949	67,572	71,086	74,609
✓ 7	XXXXXX	48,410	53,747	67,978	70,451	74,061	77,680
✓ 8		XXXXXX	56,382	71,006	73,330	77,040	80,755
✓ 9			XXXXXX	74,040	76,211	80,024	83,815
✓ 10				XXXXXX	79,090	82,992	86,920

EFFECTIVE Fall Term, 2011

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	32,476	35,418	39,834	47,759	51,353	54,322	57,354
1	34,053	37,419	41,981	50,849	54,291	57,356	60,489
2	35,630	39,420	44,132	53,940	57,227	60,400	63,620
3	37,207	41,421	46,280	57,028	60,164	63,440	66,752
4	38,784	43,423	48,428	60,119	63,099	66,483	69,891
5	40,361	45,423	50,577	63,208	66,039	69,517	73,021
6	41,939	47,424	52,726	66,298	68,974	72,558	76,151
7	XXXXXX	49,428	54,872	69,388	71,910	75,592	79,284
8		XXXXXX	57,560	72,476	74,847	78,631	82,420
9			XXXXXX	75,571	77,785	81,675	85,542
10				XXXXXXX	80,722	84,702	88,709

EFFECTIVE Fall Term, 2012

Fall term 2012 salary to be adjusted by 2% and adjustments as provided in the Collateral Dental Plan Agreement.

EFFECTIVE Fall Term, 2013

Fall term 2013 salary to be adjusted by 2% and adjustments as provided in the Collateral Dental Plan Agreement.

ARTICLE 8: SECURITY OF TENURE

As provided for in The Public Schools Act.

ARTICLE 9: INTEREST ON BACK PAY

The Division shall pay to members of the Association interest on the net amount of any retroactive pay which may be paid to such members, calculated from the date on which the monies would have been due to the date of actual payment. The interest shall be computed at the lesser rate of 7% per annum or the average rate of a daily savings account where the Division banks during the twelve (12) month period preceding the date of signing.

ARTICLE 10: ALLOWANCES

10.01: ADMINISTRATIVE ALLOWANCE

An administrative allowance shall be paid according to the following schedule:

Effective Fall Term 2010

# of Teachers	Rate per teacher	Flat rate	Min.	Max.
1	1147	698		1845
2-6	1020	698	2738	6818
7-10	898	698	6984	9678
11-15	849	698	10037	13433
>15				14495

Effective March 1, 2011

# of Teachers	Rate per teacher	Flat rate	Min.	Max.
1	1164	708		1872
2-6	1035	708	2778	6918
7-10	911	708	7085	9818
11-15	862	708	10190	13638
>15				14712

Effective the Fall Term 2011

# of Teachers	Rate per teacher	Flat rate	Min.	Max.
1	1187	722		1909
2-6	1056	722	2834	7058
7-10	929	722	7225	10012
11-15	879	722	10391	13907
>15				15006

Effective the Fall Term 2012

# of Teachers	Rate per teacher	Flat rate	Min.	Max.
1	1211	736		1947
2-6	1077	736	2890	7198
7-10	948	736	7372	10216
11-15	897	736	10603	14191
>15				15306

Effective the Fall Term 2013

# of Teachers	Rate per teacher	Flat rate	Min.	Max.
1	1235	751		1986
2-6	1099	751	2949	7345
7-10	967	751	7520	10421
11-15	915	751	10816	14476
>15				15612

The above "Number of Teachers" refers to all teachers excluding the Principal, as at September 1st each year. Principals hired prior to September 2011 shall be included in the FTE count.

10.02: VICE-PRINCIPAL ALLOWANCE

Vice-Principals shall be paid an annual administrative allowance, in addition to the basic salary schedule, based on the following formula:

To receive 50% of the Principal's Allowance

The Vice-Principal must perform administrative duties greater than 33% of the school day

To receive 33% of the Principal's Allowance

The Vice-Principal must perform administrative duties 33% or less of the school day

10.03: ACTING PRINCIPAL ALLOWANCE

a) When the principal and vice-principal, where applicable, are absent from school, an acting principal shall be appointed. An allowance will be paid to the acting principal if the period of absence is for one half-day or more. The allowance will be paid in half-day or full-day increments and will be calculated as 50% of the principal's allowance for the day.

10.03: b) Hutterian Colony Schools Teaching Principal Allowance

The Division may, at its discretion appoint an individual to act as the Hutterian School Supervising Principal to administer more than one colony school. At each of the schools supervised by a Hutterian Schools Supervising Principal, a teacher on staff will be appointed as the Hutterian Teaching Principal of that school, who shall report to the Hutterian Schools Supervising Principal.

In each Hutterian school with less than 2 (excluding itinerant resource) teachers, the Teaching Principal shall receive an allowance as follows:

Effective Fall Term 2010: \$925 per annum
Effective March 1, 2011: \$939 per annum
Effective Fall Term 2011: \$958 per annum
Effective Fall Term 2012: \$977 per annum
Effective Fall Term 2013: \$997 per annum

In each Hutterian school with 2 (excluding itinerant resource) teachers, or more, the Teaching Principal shall receive an allowance as follows:

Effective Fall Term 2010: \$1369 per annum
Effective March 1, 2011: \$1390 per annum
Effective Fall Term 2011: \$1418 per annum
Effective Fall Term 2012: \$1446 per annum
Effective Fall Term 2013: \$1475 per annum

10.04: STUDENT SERVICES COORDINATOR ALLOWANCE

A Student Services Coordinator shall be paid the following allowance over and above the basic salary:

Effective	Fall Term 2010	March 1, 2011	Fall Term 2011	Fall Term 2012	Fall Term 2013
Start	\$3,894	\$3,952	\$4,031	\$4,112	\$4,194
1 year	\$4,011	\$4,071	\$4,152	\$4,235	\$4,320
2 year	\$5,616	\$5,700	\$5,814	\$5,930	\$6,049
3 years	\$6,419	\$6,515	\$6,645	\$6,778	\$6,914

Part-time Coordinator to be paid on a pro-rata basis.

10.05: MULTI-GRADE ALLOWANCE

A K-8 teacher having two or more grades in a classroom and teaching more than 33% of the school day in a multi-grade setting shall be paid an annual allowance.

The following allowance will be prorated based on the actual time spent in a multi-grade classroom:

Effective	Fall Term 2010	March 1, 2011	Fall Term 2011	Fall Term 2012	Fall Term 2013
Up to 3 grades	\$594	\$603	\$615	\$627	\$640
Up to 6 grades	\$926	\$940	\$959	\$978	\$998
More than 6 grades	\$1,257	\$1,276	\$1,302	\$1,328	\$1,355

This allowance does not apply to Industrial Arts, Home Economics, resource, itinerant music and physical education teachers.

ARTICLE 11: ALLOWANCE FOR PROFESSIONAL NON-CREDIT COURSES

- A) A teacher when requested by the Board in consultation with the Superintendent to take a course, shall be reimbursed any tuition and/or registration fee. Payment will be included with the monthly salary the same month as the teacher files proof of credit with the Division Office, provided such proof is filed no later than the 15th day of the month. Otherwise, payment shall be included with the ensuing monthly salary.
- B) A teacher, who, upon approval by the Board, is requested by the Superintendent or by the principal in consultation with the Superintendent, to take a special course which will allow the Board to offer new courses in the schools, shall be awarded, in addition to the above reimbursement, the sum of \$200.00 once only by the Board for each course successfully completed.
- C) Such approval provides for the allowance of one half day without loss of pay, (or one day without loss of pay if the teacher is required to travel to a location outside the Division) for each examination written within school hours to a maximum of two examinations per year.
- D) A teacher choosing to take a professional development non-credit course will be reimbursed by the Board for tuition fees to a maximum of \$250.00 per course upon the sole discretion and prior written approval of the Superintendent, provided that:
 - a. The teacher is employed under either a Form 2 or a Teacher General contract. The course must be related to the teacher's professional growth plan and/or Divisional priorities.
 - b. The course was successfully taken by the teacher.
 - c. The course is not paid for by Manitoba Education and Training.
 - d. The onus is on the teacher concerned to file proof in this matter and to submit receipt for tuition disbursement.

ARTICLE 12: SUBSTITUTE TEACHERS

12:01 Any change to the article shall be made effective date of signing:

12:02 A) Substitute Rate:

A substitute teacher shall be paid at the Substitute Rate per day (including vacation pay) as follows:

Effective Date	For those holding a Valid Teaching Certificate	For those without a valid Teaching Certificate
Date of Signing	\$138.98	\$111.62
September, 2012	\$141.76	\$113.85
September, 2013	\$144.60	\$116.13

- B) A substitute teacher filling one position for five (5) or more consecutive days shall be paid per diem for qualifications and experience and according to the Salary Schedule commencing the 6th day.
- C) A substitute teacher without a valid Teaching Certificate filling one position for five (5) or more consecutive days shall be paid at the regular rate as those holding a valid Teaching Certificate commencing on the 6th day.
- D) A substitute teacher called into work for one half day or less shall be paid one half of the daily rate; a substitute teacher called in for greater than one half day up to a full day shall be paid the full daily rate.
- E) A substitute teacher who is called to work and reports for that assignment finding that his or her services are not required shall be offered an alternative assignment in the same school. If an alternative assignment is not available, the substitute teacher shall be paid for original full assignment.
- F) Substitute teachers, when requested by the Superintendent to attend divisional in-services, will receive the substitute daily rate.
- G) The provisions of the Collective Agreement do not apply to substitute teachers except as expressly provided for in Article 12 Substitute Teachers.
- H) The only matters that may be grieved under Article 25 – Provision for Settlement of Dispute during the currency of Agreement by a substitute teacher or the Association /MTS on behalf of substitute teachers are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes, to the extent that they are incorporated into this collective agreement.
- I) The following articles of the Collective Agreement apply to substitute teachers:
 - a. Article 1: Purpose
 - b. Article 2: MB Education
 - c. Article 3: Effective Period

- d. Article 4: Classification and Experience
- e. Article 5: Salary Confirmation
- f. Article 7: Salary Schedule
- g. Article 15: Fee Deduction
- h. Article 16: Meal Period
- i. Article 24: Complaints Against Teachers
- j. Article 25: Provision for Settlement of Dispute (only to clauses that apply to substitute teachers)
- k. Article 26: Discipline Clause
- l. Article 27: Workplace Harassment

12.03 A substitute teacher who has been employed for at least nine (9) consecutive days of substitute teaching in an assignment in a school year 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.

Assignment shall mean consecutive teaching days in one position.

12.04 The consecutive nature of a substitute's assignment shall not be interrupted by the normal breaks in the school year, or a sick leave day with pay as per Article 12.03.

12.05 Substitute teacher means a teacher employed on a day-to-day basis.

12.06 Unless otherwise determined at the time of the assignment or except in unforeseen circumstances whereby a principal needs to modify the Substitute's timetable, or a substitute is called in to work for reasons other than replacing one teacher, the timetable for a substitute teacher shall normally be the same as the timetable of the teacher who is being replaced.

ARTICLE 13: PART TIME TEACHERS

- A) Benefits for part-time teachers shall be awarded on a prorated basis.
- B) Part-time teachers participating in school activities during the regular school day when requested by the employer shall receive 1/200 or portion thereof for time spent over and above their regularly scheduled teaching time during the school day. At the employer's discretion, time in lieu of compensation may be given.
- C) All such requests must receive prior approval by the Superintendent.
- D) When a full time Teacher – General Contract position becomes vacant within the Division, a part-time teacher on a Teacher – General Contract who applies for the position shall be provided an interview for the position if he/she can demonstrate that he/she has the necessary education and qualifications.
- E) Part-time teachers will be paid full days for attendance at the five (5) annual Divisional professional development days.

ARTICLE 14: LEAVES

14.01: SICK LEAVE

- A) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform regular duties as a result of illness or injury or medical leave as set out in Articles H) and i) hereof.
- B) Except as hereinafter provided, a teacher shall be entitled to sick leave not exceeding twenty (20) teaching days in any school year. 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.
- C) Unused sick leave shall accumulate to a maximum 120 days. In each school year the number of sick days used shall be deducted from the total accumulation.
- D) There shall be no accumulation of sick leave during periods of leave of absence.
- E) Teachers employed on a fixed-term contract or on a part-time basis under contract shall be entitled to sick leave on a pro-rata basis.
- F) The Division may request that a teacher provide a medical certificate.
- G) A 5/12th share of the E.I. premium reduction shall be remitted at the end of each term to the Association. In compliance with the EI Premium Reduction Program, Prairie Rose School Division guarantees that one day of sick leave of the two days of paid sick leave allowed monthly, will be reserved for the teachers' use only.
- H) A teacher shall be granted up to 4 days of compassionate medical leave to attend to each case of a life threatening illness or injury in the immediate family of the teacher. Immediate family shall include spouse, parents, sons, daughters, brothers and sisters, and wards. This leave shall count against the teacher's accumulated sick leave. Leave in excess of the above may be granted at the discretion of the Board in extenuating circumstances which are substantiated to the satisfaction of the Board with salary deduction as determined by the Board.
- I) The Division recognizes the necessity for staff to attend medical appointments. Staff shall make every effort to schedule medical appointments outside of school hours. Where medical appointments can only be taken during school hours, medical leave shall be granted by the Division. Such leave shall be counted against the teacher's accumulated leave.

- J) The Division will report accumulated sick leave as at June 30 to each teacher by September 30 of each year.

14.02: SICK LEAVE FOR PREGNANT TEACHERS

The Board shall provide full sick leave entitlement to a pregnant teacher who, as a result of her condition, is unable to be at work and perform her regular duties for a valid health reason. The pregnant teacher shall follow current proof of claim procedures for sick leave entitlement as may be required by the board.

14.03: BEREAVEMENT LEAVE

- A) A teacher shall be granted up to four (4) regularly scheduled consecutive work days' leave without loss of salary in the case of death in the immediate family, defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parent, step-child, grandchild, court appointed ward, court appointed guardian.
- B) A teacher shall be granted up to two (2) regularly scheduled consecutive work days' leave of absence without loss of salary in the case of death of a brother-in-law, sister-in-law, or grandparent of the teacher or their spouse.
- C) A teacher shall be granted up to one (1) regularly scheduled work day's leave without loss of salary to attend to the funeral of an aunt, uncle, niece or nephew of the teacher or their spouse.
- D) A teacher shall be granted up to one (1) regularly scheduled work day's leave of absence without loss of salary to attend a funeral as a pallbearer. Paid leave will not be given to an employee listed as an honorary pallbearer.
- E) Short term absences on compassionate grounds, either with or without loss of pay, may be granted at the discretion of the Superintendent.

14.04: MATERNITY LEAVE, ADOPTIVE LEAVE, AND PARENTAL LEAVE

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

14.04.1: SUPPLEMENTARY EMPLOYMENT BENEFITS PLAN

- A) After having served a qualifying period of seven (7) consecutive teaching months in the employ of the Prairie Rose School Division, a teacher who is eligible for maternity leave under the provisions of the Employment Standards Code, and

who qualifies for Employment Insurance benefits, shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits Plan.

- B) In respect of the period of maternity leave, payments made according to the SEB Plan will consist of the following:
- i. for the first two weeks, payment equivalent to 90% of her gross salary,
and
 - ii. up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- C) After having served a qualifying period of seven (7) consecutive months in the employ of the Prairie Rose School Division a teacher who is eligible for adoptive or parental leave under the provisions of the Employment Standards Code, and who qualifies for Employment Insurance benefits, shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the gross salary being earned at the time leave was taken. This pay shall include any benefits received from Human Resources Development Canada to a Supplemental Employment Benefits Plan.
- D) In respect of the period of adoptive or parental leave, payments made according to the SEB Plan will consist of the following:
- a. For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary where the two week waiting period has been served, or payment equivalent to ninety percent (90%) of gross salary; and
 - b. Up to eight (8) weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety percent (90%) of gross salary.
- E) Where any portion of the 17 weeks referenced in (B) above, or where any portion of the 10 weeks referenced in (D) above, falls during the summer, Christmas break, spring break or any other period for when the teacher would not be earning his or her salary, that portion of the leave period does not qualify the teacher to receive a top-up benefit pursuant to this article.
- F) i) Where a teacher had commenced her maternity leave prior to June 30 of a given year, and a portion of the first 17 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 17 weeks of maternity leave which falls after the start of the next immediate fall term.

- ii) Where a teacher had commenced his or her adoptive or parental leave prior to June 30 of a given year, and a portion of the first 10 weeks falls after the start of the next immediate fall term, the teacher shall be entitled to receive the top-up payments for the portion, if any, of the first 10 weeks of adoptive or parental leave which falls after the start of the next immediate fall term.

14.05: BIRTH AND ADOPTIVE LEAVE

Each teacher shall be allowed one day of leave without loss of pay upon the birth of each child with their spouse or common-law partner and one day upon the adoption of each child with their spouse or common-law partner.

14.06: PERSONAL LEAVE

Each teacher, upon authorization of the Superintendent, shall be allowed one day of leave of absence per school year, without loss of pay. No more than three teachers per school shall be granted said leave at the same time on a staff of twenty or more teachers. No more than two teachers per school shall be granted said leave at the same time on a staff of ten to nineteen teachers. A staff having less than ten teachers shall only be entitled to one teacher on a personal leave at a time.

One day leave of absence may be carried over to the next school year for an overall maximum accumulation of three days. No more than two consecutive days of Personal Leave may be granted at one time.

Written application shall be submitted to the superintendent and where possible such application shall be made at least one (1) week prior to taking the leave.

Leave shall not be taken to extend summer breaks unless authorized by the Superintendent or designate. Leave shall not be taken during either administrative or in-service days.

14.07: MAJOR RELIGIOUS HOLY DAYS

An employee 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 employee's religion.

Employees shall not absent themselves from duty for reasons of major religious holy days without first notifying the Superintendent or his/her designate.

The following notification period shall apply:

- A) Employees on staff requiring major religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year but not later than September 30.
- B) In instances where major religious holy leave is required prior to September 30th in the school year, notice shall be given within ten (10) working days after the start

of the school year, unless the holy day falls within the first ten (10) working days of the school year, where the notice shall not be less than five (5) working days.

- C) Where the appropriate notice has not been given, major religious holy days will be provided and the employee's regular salary will be deducted.

14.08: CREDIT COURSE EXAMINATION LEAVE

A teacher shall be allowed one day without loss of pay for each credit course examination relating to improvement of professional/academic standing, written during school hours, to a maximum of two examinations per year.

14.09: SABBATICAL LEAVE

Sabbatical leave may be granted to a teacher or teachers at the discretion of the Board. Terms of such leave shall be negotiated between the applicant and the Board at the time of the application. Such application is to be submitted to the Board no later than January 31st of the year sabbatical leave is to commence.

14.10: JURY/WITNESS DUTY

A teacher who is summoned for jury duty, or who receives a summons or subpoena to appear in court proceedings other than a court proceeding caused by the teacher's private affairs, shall be granted a leave of absence with pay for the required period of absence. The teacher shall make his/herself available for duty at his/her school during regular school hours when not required at court. Remuneration awarded by the court (less transportation, meals and lodging allowance) shall be deducted from the teacher's gross monthly pay.

14.11: LEAVE OF ABSENCE FOR MTS 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 any branch thereof and, being authorized by the Executive of which he or she is a member, or to act as a representative or delegate of the Society or of any branch of the Society in the 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 or for both purposes on not more than a total of five days in any one school year, provided that a substitute can be secured, and that the cost of the substitute, where one is needed, shall be assumed by the Society and not be a charge on the Board. Additional leave of absence of this nature shall be granted only at the Board's discretion.
- B) The Board agrees to grant the local Association President up to one quarter (1/4) release time, upon request of the Local Association. Payment of salary and benefits for the release time will be the responsibility of the Association. Such request is to be made on or before May 15th for the following school year.

Individuals so released will revert to their original percentage of teaching time in the following year.

ARTICLE 15: FEE DEDUCTION

- A) Deductions of Manitoba Teachers' Society fees of teachers shall be made from the salary payment on a ten month basis from September to June, and the Board shall pay monthly to the Manitoba Teachers' Society the full amount deducted, unless the teacher has given written notice prior to September 15th that he/she does not wish to have such fees deducted.
- B) The teachers' union dues to the Local Association shall be deducted during the month of October from every teacher who has not given written notice to the Division prior to September 15th that he/she does not wish to have such dues deducted. Remittance of union dues shall be made during the month of November.

ARTICLE 16: MEAL PERIOD

Except in cases of emergencies, or in unforeseen circumstances, every teacher shall be entitled to an uninterrupted meal period of 55 consecutive minutes between 11:00 AM and 2:00 PM each school day. Designated staff will be on call during this meal period to deal with emergencies or unforeseen similar circumstances.

ARTICLE 17: EXTRA CURRICULAR

"Extra Curricular activities" means student-related athletic, social, recreational, and cultural activities, occurring outside the normal school day, but does not include activities related to academic or instructional matters or curriculum subjects outside the normal school day, whether such occur alone, or with students, parents, or administrative staff, such as (without limitation) staff meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

A teacher who participates in extra curricular activities shall be entitled to a paid leave of absence of one (1) day per school year, non-cumulative, provided that at least fifty (50) hours of extra curricular duties are performed in that school year.

In the case where the teacher accumulates sufficient hours to qualify for a day of leave in any school year, the teacher may choose to take the day in the following school year. The maximum leave allowed to be carried over by a teacher to the next school year shall be one day.

If a teacher accumulates between 35 and 49 extra curricular hours in one school year, their accumulated hours will be carried forward over into the following school year. No hours above 50 will be carried over.

The teacher can use any extra curricular hours earned in the following year to add to the carryover amount to reach 50 hours. Any amount of extra curricular hours in year 2 that's added to the previous years accumulated total cannot be carried over into the following year should the teacher once again have over 35 hours.

An extra curricular activity is an activity which has received prior approval from the school principal.

In areas where a question arises regarding whether an activity would qualify under this clause, the school principal will consult with the Superintendent.

ARTICLE 18: BENEFIT PLANS

18.01: GROUP LIFE INSURANCE

- A) The Division shall administer the Manitoba Public School 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 Article (D).
- B) Unless otherwise excluded, the employees' share of annual premiums shall be deducted in equal monthly amounts for all participants in the plan.
- C) All employees 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 employees;
 - ii. enrolling newly hired employees in the Plan;
 - iii. maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late applications, beneficiary designations, and employees whose coverage has terminated on leaving the Division.
 - iv. completing a premium statement to accompany premium remittances;
 - v. providing claim forms to employees or beneficiaries on request;
 - vi. completing and submitting the Employer Claim submission for claimants;
 - vii. distributing Plan information to employees from time to time;
 - viii. conducting periodic reopening 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 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.

18.02: DISABILITY INSURANCE PLAN

- A) The Board shall deduct from employees' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.
- B) Any employee shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.
- C) Any employee 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 employees;
 - ii. enrolling newly hired employees in the Plan;
 - iii. maintaining records of the employees who are and are not insured, including maintaining files of application cards, late applicants, employees whose coverage was rejected on late application, beneficiary designations, and employees whose coverage was terminated on leaving the Division;
 - iv. completing a premium statement to accompany premium remittances;
 - v. distributing plan information to employees from time to time;
 - vi. completing the Disability Notification Form and submitting it to the Plan after an employee 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 deduction and remittance of premiums, and 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 this Disability Benefits Plan administered by the Manitoba Teachers' Society.

18.03: EXTENDED HEALTH BENEFIT PLAN

- A) The Board shall administer the Manitoba Teachers' Society Extended Health Benefit Plan, effective December 1, 2005.

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

- i. enrolling all newly hired eligible members,
- ii. deducting required monthly premiums from all enrolled members,
- 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 to 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 members who are eligible under the terms of the plan shall be required to participate in the plan.
 - C) Where a member 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 member who works less than .3 FTE time shall not be required to join the plan.
 - E) The Association agrees to indemnify and save the Division harmless of and from any and all claims which may be made against the Division arising out of the aforesaid administration of the Plan as noted in A) of this Article.

1804: DENTAL INSURANCE

Division proposes following amendment to language:

- A) Effective November 1, 2005, 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 A (the "Dental Plan Agreement").
- B) 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 maybe permitted under the terms thereof.
- C) The cost of the MAST/MTS Dental Plan will be paid by the Division/District in accordance with the terms and conditions of the Dental Plan Agreement.
- D) 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.

ARTICLE 19: TRANSFER

The Association recognizes the right of the Division to assign teachers employed by the Division to schools and classes under the jurisdiction of the Division.

Transfers may be made at the initiative of the Superintendent, or other administrative officer, or at the request of a teacher, and for any purpose which, in the judgment of the Superintendent, is best for the welfare of the teacher or the school.

Division-Initiated Transfers

- A) The Board's right to initiate a transfer shall be exercised fairly and reasonably having regard to all the circumstances including, in particular, the educational needs of the Division, which shall be the paramount consideration and, as a secondary consideration, the needs of the teacher involved.
- B) Prior to any Division-initiated transfer occurring, the Division shall provide to any teacher being considered for such transfer an opportunity for consultation with respect to the transfer.
- C) The most reasonable notice possible, given the circumstances, shall be provided to a teacher who is being transferred by the Division. A teacher who has been notified of transfer after their contractual date of resignation shall have the right to terminate their contract of employment within two (2) weeks of the date of notification.
- D) Teachers who relocate their residence closer to their new assignment due to a Board-initiated transfer, and whose relocation exceeds 50 kilometers, shall be reimbursed by the Board moving expenses to a maximum of \$1,000 against receipts.

ARTICLE 20: LAYOFF

- A) Where it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals 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 continuous service with the school division.

- B) For the purpose of identifying the teachers to be laid off, first consideration will be given to seniority, provided that the teacher has the qualifications, training or experience for a specific teaching assignment.
- C) The Board shall provide the Association with a seniority list indicating teachers on regular and Form 2A contracts and shall post the seniority list in each school in the Division prior to January 31st and September 30th of each year. Teachers shall have until February 28th or October 31st to protest in writing any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7th or November 7th by both parties in writing to be correct.
- D) Notwithstanding any other provision of this Agreement, the foregoing lay-off provisions shall not apply to teachers continuously employed under contract for one full school year or less, or to teachers employed for a specific term where, during that term the teacher is employed on the express-written understanding that the teacher will not after the completion of such term be employed by the Board.
- E) Definitions:
 - i) Training – Instruction received as preparation for the profession of teaching, which leads to the development of a particular skill or proficiency with respect to a particular subject or subjects.
 - ii) Qualifications – Refers to the classification in which the teacher is placed by the Teachers' Certification and Records Branch of the Department of Education.
 - iii) Experience – The practical application of the training over a period of time with respect to the particular subject or subjects.
 - iv) Service - continuous employment with the Division: the teacher's continuous employment with the Division from the date of hire in White Horse Plain School Division, Midland School Division and Prairie Rose School Division, under one or more successive regular or temporary contracts as long as there is no break in actual teaching service between contracts. Approved leaves of absence shall not constitute a break in continuity of service.
 - v) Seniority - The teacher's length of teaching service shall be determined in accordance with the following provisions:
 - a) The teacher's continuous employment with the Division as defined in article E) iv) above.
 - b) Where teachers have the same length of continuous employment with the Division, the length of teaching service shall be determined on the basis of total teaching employment in the Division.
 - c) Where teachers have the same length of service as in v (b), the length of teaching experience shall be determined on the basis of total teaching employment in Manitoba.

- d) Where teachers have the same length of total service in v (c), the length of teaching service shall be determined on the basis of total teaching employment recognized by Professional Certification Unit of Manitoba Education.
 - e) If the length of teaching service, as in v (d) is equal, the order of the teacher's listing on the seniority list shall be determined by lot, or by the Division.
- F) In the event of lay-off the Board shall inform the Executive of the Association.
- G) If after layoffs have occurred within one calendar year following the day of layoffs (lay-off date May 1st) positions become available, teachers who have been laid off and have given written notice with forwarding address that they wish to be recalled shall be offered the position first, providing such teachers have the necessary training, qualifications and experience, for the position available. Seniority with the Board will be used to determine positions provided that the said teachers have the necessary training, qualifications and experience.
- H) If a teacher is recalled as provided in (G) above, the following will not be affected:
- i) accumulated sick leave
 - ii) seniority gained prior to being laid-off but seniority shall not be accrued for the period of the time of the lay-off.
- I) The Division may, at its discretion, exempt a principal or vice-principal from the provisions of this article in the case where the principal or vice-principal would be subject to lay off in accordance with the provisions of the article.

ARTICLE 21: TEACHERS ON LIMITED TERM TEACHER CONTRACTS

Any teacher employed by the Division on a Limited Term Teacher contract for two (2) consecutive full school years shall, upon an offer of employment from the Division for a third consecutive school year, be signed to a Teacher General contract and shall be entitled retroactively to seniority and unused sick leave.

ARTICLE 22: POSTING OF POSITIONS

- A) The Board shall post in each school an advertisement of any vacant teaching position in the School Division for at least one week. Vacant teaching position shall mean a position where the incumbent has retired, resigned or been assigned to other duties and where the Division has determined that the position is to be filled.
- B) Teachers who have ten (10) or more years of service in the Division shall be granted an interview when applying for a posted position for which they are qualified.

- C) If Article 19: Transfers or Article 20: Layoff, are in conflict with this article, then those two articles take precedence over this article.

ARTICLE 23: PREPARATION TIME

Effective September 2012:

- A) Over the course of the school year, the Division will provide the equivalent of a minimum of one hundred and eighty (180) minutes of preparation time per six (6) day cycle per full time teacher.
- B) Part time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.
- C) Teachers shall remain in their assigned school during their preparation time unless given approval by their principal.

ARTICLE 24: COMPLAINTS AGAINST TEACHERS

Where complaint is made to the Division respecting the competency or character of a teacher, the Division shall not terminate its agreement with the teacher unless it has communicated the complaint to him/her and given him/her the opportunity to appear before the Board, in person, or by his/her representative to answer the complaint.

ARTICLE 25: PROVISION FOR SETTLEMENT OF DISPUTE DURING THE CURRENCY OF AGREEMENT

Any difference between the parties to, or persons bound by the agreement, or on whose behalf it was entered into, concerning its content, meaning, application or violation, which is not settled to the satisfaction of the parties within twenty (20) teaching days from the date when the Association takes the matter up with the Division, or the Division notifies the Association, in writing, of its desire to have the differences negotiated, shall, upon the written request of either party, be submitted to an arbitration board, consisting of three (3) members.

Each of the parties to the dispute shall, within ten (10) days of the date of the written request for arbitration, appoint a nominee and shall notify the other party of the appointment. These two nominees within a further period of ten (10) days after their appointment, shall meet and select an arbitrator mutually satisfactory to both. Should the two nominees fail to agree upon an arbitrator within the required ten (10) days, either party may request the Manitoba Labour Board to make the appointment of an arbitrator.

The provisions of The Labour Relations Act respecting the appointment, powers, duties and decisions of arbitrators and arbitration boards apply hereto.

Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an arbitration board shall apply with the necessary change in point of detail, to the single arbitrator.

Except as herein provided, The Labour Relations Act shall apply.

ARTICLE 26: DISCIPLINE CLAUSE

No teacher shall be disciplined without just and reasonable cause.

ARTICLE 27: WORKPLACE HARASSMENT

The Division and Association recognize the right of all employees in the Prairie Rose School Division to a working environment free from harassment as defined in the Manitoba Human Rights Code and the Manitoba Workplace Safety and Health Act.

ARTICLE 28: DEFERRED SALARY LEAVE PLAN (Moved from 18.04)

It is hereby agreed that the Board shall administer a Deferred Salary Leave Plan. The administrative expenses of the plan charged to the Board by the eligible investor shall be the obligation of the participant(s).

SIGNATURES

This Agreement, made in triplicate this 19 day of March A.D. 2012.

In witness whereof the Prairie Rose School Division has caused its corporate seal to be hereto affixed, attested by the hands of its proper officers in that behalf, the day and year first above written, and the Prairie Rose Teachers' Association of the Manitoba Teachers' Society has by its duly authorized representatives hereto affixed its hand.

PRAIRIE ROSE SCHOOL DIVISION

PRAIRIE ROSE TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Per: [Signature]
Board Chair

Per: [Signature]
President

Per: [Signature]
Secretary-Treasurer

Per: [Signature]
Secretary

Letter of Understanding

Between

Prairie Rose School Division

And

Prairie Rose Teachers' Association
Of the Manitoba Teachers' Society

PROFESSIONAL DEVELOPMENT

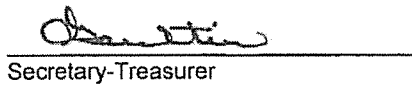
Effective from the date of signing of this collective agreement, the parties agree to the following:

1. Where the Superintendent or the School Board requests that a teacher take part in a professional development day on a day that falls on a non-regular school day, and if the teacher so takes part, the teacher shall be compensated with a personal leave day during the year with no deduction for substitute costs.

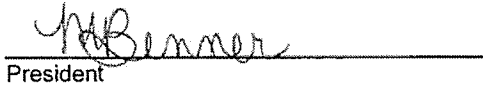
SIGNED THIS 19 DAY OF March, 2012.

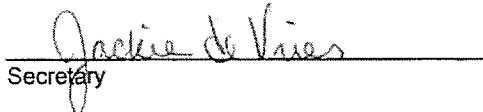
PRAIRIE ROSE SCHOOL DIVISION

Per: 
Board Chair

Per: 
Secretary-Treasurer

PRAIRIE ROSE TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY

Per: 
President

Per: 
Secretary

THIS AUXILIARY AGREEMENT made as of the 19 day of March, 2012

BETWEEN

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

- and -

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

WHEREAS pursuant to a certain collective agreement dated July 1, 2010, 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 following school years:

EFFECTIVE FIRST DAY OF FALL TERM, 2010

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	32316	35158	39424	47078	50550	53418	56346
1	33839	37091	41498	50063	53387	56348	59374
2	35363	39024	43574	53048	56224	59288	62398
3	36886	40957	45649	56032	59060	62225	65424
4	38409	42890	47724	59017	61896	65164	68455
5	39932	44822	49800	62000	64735	68095	71479
6	41456	46755	51876	64985	67569	71032	74502
7	XXXXXX	48691	53949	67969	70406	73963	77528
8		XXXXXX	56545	70953	73242	76898	80558
9			XXXXXX	73942	76081	79837	83572
10				XXXXXX	78917	82762	86632

EFFECTIVE MARCH 1, 2011

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	32801	35685	40015	47784	51308	54219	57191
1	34347	37647	42120	50814	54188	57193	60265
2	35893	39609	44228	53844	57067	60177	63334
3	37439	41571	46334	56872	59946	63158	66405
4	38985	43533	48440	59902	62824	66141	69482
5	40531	45494	50547	62930	65706	69116	72551
6	42078	47456	52654	65960	68583	72097	75620
7	XXXXXXX	49421	54758	68989	71462	75072	78691
8		XXXXXXX	57393	72017	74341	78051	81766
9			XXXXXXX	75051	77222	81035	84826
10				XXXXXXX	80101	84003	87931

EFFECTIVE FIRST DAY OF FALL TERM, 2011

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	33457	36399	40815	48740	52334	55303	58335
1	35034	38400	42962	51830	55272	58337	61470
2	36611	40401	45113	54921	58208	61381	64601
3	38188	42402	47261	58009	61145	64421	67733
4	39765	44404	49409	61100	64080	67464	70872
5	41342	46404	51558	64189	67020	70498	74002
6	42920	48405	53707	67279	69955	73539	77132
7	XXXXXXX	50409	55853	70369	72891	76573	80265
8		XXXXXXX	58541	73457	75828	79612	83401
9			XXXXXXX	76552	78766	82656	86523
10				XXXXXXX	81703	85683	89690

EFFECTIVE FIRST DAY OF FALL TERM, 2012

YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	34126	37127	41631	49715	53381	56409	59502
1	35735	39168	43821	52867	56377	59504	62699
2	37343	41209	46015	56019	59372	62609	65893
3	38952	43250	48206	59169	62368	65709	69088
4	40560	45292	50397	62322	65362	68813	72289
5	42169	47332	52589	65473	68360	71908	75482
6	43778	49373	54781	68625	71354	75010	78675
7	XXXXXXX	51417	56970	71776	74349	78104	81870
8		XXXXXXX	59712	74926	77345	81204	85069
9			XXXXXXX	78083	80341	84309	88253
10				XXXXXXX	83337	87397	91484

EFFECTIVE FIRST DAY OF FALL TERM, 2013

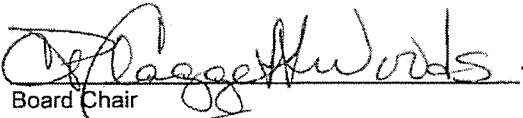
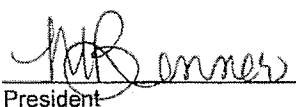
YRS.OF EXPER.	CLASS ONE	CLASS TWO	CLASS THREE	CLASS FOUR	CLASS FIVE	CLASS SIX	CLASS SEVEN
0	34809	37870	42464	50709	54449	57537	60692
1	36450	39951	44697	53924	57505	60694	63953
2	38090	42033	46935	57139	60559	63861	67211
3	39731	44115	49170	60352	63615	67023	70470
4	41371	46198	51405	63568	66669	70189	73735
5	43012	48279	53641	66782	69727	73346	76992
6	44654	50360	55877	69998	72781	76510	80249
7	XXXXXXX	52445	58109	73212	75836	79666	83507
8		XXXXXXX	60906	76425	78892	82828	86770
9			XXXXXXX	79645	81948	85995	90018
10				XXXXXXX	85004	89145	93314

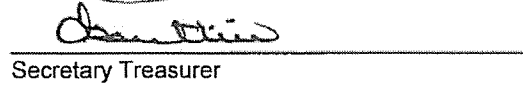
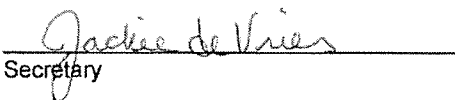
The parties have acknowledged that, without limiting the foregoing, the following classes of teachers shall be paid according to this pay scale:

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

This Auxiliary Agreement is attached to and forms part of the Collective Agreement between the Parties dated at Carman, Manitoba, as of this 19 day of March, 2012.

**PRAIRIE ROSE SCHOOL DIVISION PRAIRIE ROSE TEACHERS' ASSOCIATION
OF THE MANITOBA TEACHERS' SOCIETY**

Per:  Board Chair Per:  President

Per:  Secretary Treasurer Per:  Secretary

SCHEDULE A

THIS COLLATERAL DENTAL PLAN AGREEMENT made this 19 day of March, 2012

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated March 19, 2012, made between the Division and the Association, the Division has agreed to participate in the administration of the MSBA/MTS Dental Plan (the "*Dental Plan*") for all of the eligible employees (the "*Employees*") as described by the Trust Committee for the MSBA/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 School Boards Association, 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, 2010 the Division shall pay monthly \$83.00, for March 1st, 2011 the Division shall pay monthly \$84.25 on behalf of each Employee, and for September 1, 2011 the Division shall pay monthly \$81.75 in respect of the Dental Plan, said \$83.00, \$84.25, and \$81.75 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**
 Prairie Rose School Division
 Box 1510
 Carman MB R0G 0J0

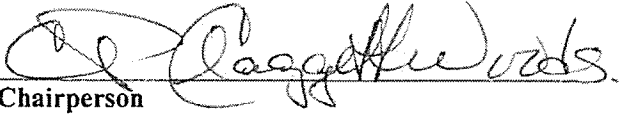
To the Association: **Prairie Rose Teachers' Association**
 Box 1102
 Carman MB R0G 0J0


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

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

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

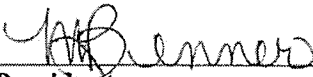
THE PRAIRIE ROSE SCHOOL DIVISION

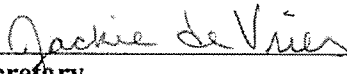

Chairperson


Secretary - Treasurer

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

PRAIRIE ROSE TEACHERS' ASSOCIATION


President


Secretary

THIS COLLATERAL DENTAL PLAN AGREEMENT made this 28th day of
AUGUST, 2012

BETWEEN:

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

OF THE FIRST PART,

- and -

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

OF THE SECOND PART.

WHEREAS pursuant to a certain collective agreement dated March 19th 2012, made between the Division and the Association, the Division has agreed to participate in the administration of the MSBA/MTS Dental Plan (the "*Dental Plan*") for all of the eligible employees (the "*Employees*") as described by the Trust Committee for the MSBA/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 School Boards Association, 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 2012 the Division shall pay monthly \$81.75 on behalf of each Employee in respect of the Dental Plan, said \$81.75 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 group 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:

**PRAIRIE ROSE SCHOOL DIVISION
45 MAIN STREET SOUTH
BOX 1510
CARMAN MB.
R0G 0J0**

To the Association:

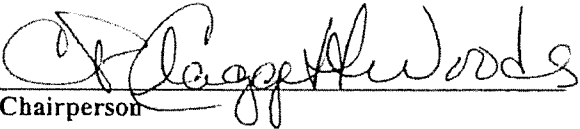
**PRAIRIE ROSE TEACHERS' ASSOCIATION
BOX 1102
CARMAN, MB.
R0G 0J0**


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

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

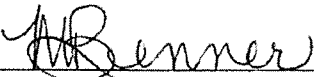
IN WITNESS WHEREOF the Division has caused its Corporate Seal to be hereunto affixed duly attested by the signatures of its proper officers in that behalf, the day and year first above written.

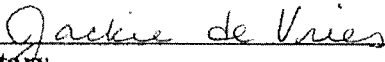
THE PRAIRIE ROSE SCHOOL DIVISION


Chairperson


Secretary - Treasurer

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


President


Secretary

LETTER OF AGREEMENT – MSBA/MTS Dental Plan

Between

The Prairie Rose School Division

and

The Prairie Rose Teachers' Association

of the

Manitoba Teachers' Society

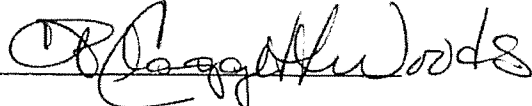
RE: Sept 2012 Salary grid net of Dental Plan

The Division administers the MSBA/MTS Dental Plan as per the Collateral Agreement dated August 28 for the members of the Prairie Rose Teachers' Association. Teachers who are participants in the Dental Plan shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2012.

Yrs. Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	33,145	36,146	40,650	48,734	52,400	55,428	58,521
1	34,754	38,187	42,840	51,886	55,396	58,523	61,718
2	36,362	40,228	45,034	55,038	58,391	61,628	64,912
3	37,971	42,269	47,225	58,188	61,387	64,728	68,107
4	39,579	44,311	49,416	61,341	64,381	67,832	71,308
5	41,188	46,351	51,608	64,492	67,379	70,927	74,501
6	42,797	48,392	53,800	67,644	70,373	74,029	77,694
7		50,436	55,989	70,795	73,368	77,123	80,889
8			58,731	73,945	76,364	80,223	84,088
9				77,102	79,360	83,328	87,272
10					82,356	86,416	90,503

Dated at Carman, Manitoba this 28 day of August, 2012

Signed on behalf of the Prairie Rose School Division:

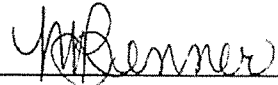


Chairperson

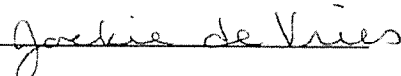


Secretary - Treasurer

Signed on behalf of the Prairie Rose Teachers' Association:



President



Secretary