COLLECTIVE AGREEMENT BETWEEN

THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION
OF
THE MANITOBA TEACHERS' SOCIETY

AND

THE PORTAGE LA PRAIRIE SCHOOL DIVISION

July 1, 2018 – June 30, 2022

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ARTICLE 1: DEFINITIONS

Department: The Provincial Government department responsible for all matters pertaining to the legislation and regulations of education.

School Year and School Day: the School Year is defined as the number of school days in a school year as determined by the Minister. For calculation purposes, one school day is one day over the amount of school days for that school year.

ARTICLE 2: EFFECTIVE PERIOD

This agreement shall come into force and take effect as from the first day of July, 2018, and shall remain in force until the 30th day of June, 2022 and shall automatically renew itself from year to year thereafter unless either party gives the other a written notice by registered mail of a desire to terminate or amend this agreement, or any part thereof. Should either party desire to terminate or amend, 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 thereof.

ARTICLE 3: CONFERENCE AND NEGOTIATION

It is further agreed by and between the parties hereto that it is deemed desirable and proper that a full opportunity be provided for discussion and negotiations with respect to all matters respecting trustee and teacher relations whether in respect of remuneration or otherwise, therefore the said parties agree as follows:

(a) The Association may appoint such committees as it shall see fit representing all the teachers to confer and negotiate with the Division in respect of any or all of the matters aforesaid.

(b) The Division may appoint such committees as it shall see fit representing all the trustees to confer and negotiate with the Division in respect of any or all of the matters aforesaid.

ARTICLE 4: PROVISION FOR SETTLEMENT OF DISPUTE DURING LIFE OF AGREEMENT

Where a violation of this agreement is alleged by a party to or persons bound by the agreement or on whose behalf it was entered into, or difference between the parties arise relating to the content, meaning, application or violation of this agreement, either party shall, within thirty (30) teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, notify the other party in writing, stating the alleged violation or difference.

Each of the parties to the dispute shall, within ten (10) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment.

These two arbitrators within a further period of seven (7) days after their appointment shall meet and select a chairperson mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairperson within the required seven (7) days either party may request the Minister of Education to make the appointment of a Chairperson.

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 mutates mutandis, to the single arbitrator.

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

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

ARTICLE 5: SALARIES

5.01 **Definition of a Teacher**: A teacher means a person who holds a valid and subsisting teacher certificate or a limited permit under the Department of Education or who is authorized by the Minister to teach in a school.

5.02 **Scope**: All teachers who hold a Teacher's Certificate or a Limited Teaching Permit issued under the Education Administration Act and who are employed under contract as a teacher by The Portage la Prairie School Division come under the scope of this Agreement.

5.03 **Educational Qualifications**:

For the purpose of the salary schedule, members of the teaching staff are classified according to the Professional Certification Unit of Manitoba Education.

5.04 It is understood and agreed that teachers on staff classified for salary purposes under former clauses 5.03 (b) and 5.04 (c) shall continue to be classified as long as they remain in the employ of this School Division.

5.05A All teachers engaged by the Division shall be paid a salary in accordance with the schedule outlined in Article 5.09. Each teacher shall receive full credit for all experience recognized by the Manitoba Education.

5.05B Non-teaching experience related to the duties of Vocational - Industrial teachers shall be calculated on the basis of one year of teaching experience for each year of related experience. Classification is determined by the Department.

5.05C Vocational - Industrial Teachers

Class 3 Teachers coming on staff with less than an Interim Vocational - Industrial Certificate shall be placed in Class 3. Teachers so classified must make progress toward interim certification at a rate which is satisfactory to the Board of Trustees.

Class 4

a) Interim or Permanent Special Certificate in Vocational - Industrial

or

Any method authorized by the Manitoba Education for obtaining a Class 3 classification.

b) Interim or Permanent Special Certificate in Vocational - Industrial

and

i) five university courses or 30 semester hours which can be applied to a degree program;

or

ii) thirty semester hours of post-secondary courses (18 hours technical and 12 hours professional);

or

iii) any method authorized by the Manitoba Education for obtaining a Class 4 classification.

Class 5 Interim or Permanent Special Certificate in Vocational - Industrial

and

i) sixty semester hours (36 hours technical and 24 hours professional) of post secondary courses;

or

ii) ten university courses (or sixty semester hours) which can be applied to a degree program;

or

iii) any method authorized by the Manitoba Education for obtaining a Class 5 classification.

Class 6

a) Interim or Permanent Special Certificate in Vocational - Industrial and fifteen university courses or ninety (90) semester hours. Must attain at least a Bachelor's degree;

or

b) any method authorized by the Manitoba Education for obtaining a Class 6 classification.

Class 7

a) Interim or Permanent Special Certificate in Vocational - Industrial and twenty university courses or 120 semester hours. Must be at the graduate (500 or 700 courses) level and applicable to a higher degree;

or

b) any method authorized by the Manitoba Education for obtaining a Class 7 classification.

5.06 Allowance for Multi-Graded Classrooms

Teachers teaching multi-graded classrooms, having two grades or more and not departmentalized shall be paid in accordance with the following scale:

Number of Classes	September 2018	September 2019	September 2020	September 2021
Up to 3 classes	1,237.00	1,254.00	1,260.00	1,302.00
Up to 6 classes	1,418.00	1,438.00	1,445.00	1,493.00
More than 6 classes	1,611.00	1,634.00	1,642.00	1,696.00

5.07 Allowance for Additional Qualifications

The allowance for additional qualifications as recognized by the Manitoba Education shall be paid to a teacher effective from the first day of September of the calendar year in which evidence is filed with the Secretary-Treasurer that such qualifications have been obtained. A statement from the Manitoba Education showing classification shall be accepted as evidence. The onus of supplying the Division with satisfactory proof of additional qualifications rests with the teacher concerned and such evidence must be submitted to the Division not later than December 31st.

5.08 Increments

The basic salary of a teacher shall, on completion of each year of teaching experience within the Division, ten (10) teaching months, be increased by an increment as indicated in the salary scale until the teacher has reached the maximum salary for the class. The due date of increments shall be the first day of the teaching month next following completion of this ten (10) months of teaching service.

The increment for all teachers employed on a part time basis shall be proportionate to the contracted fraction for which they are employed.

5.09 Basic Schedule

Sept 2018 Salary grid net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated May ____, 2021 for the members of the Portage la Prairie Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to Article 4 in the Collateral agreement. The following salary schedule reflects the provisions of Article 4 of the Collateral Agreement for September 2018.

Tables updated to reflect COLA: March 26, 2022

5.09 Basic Schedule (Cont'd)

STEP	EFFECTIVE FALL TERM SEPTEMBER 2018						
0	$ 35,352	$ 39,252	$ 45,273	$ 54,663	$ 58,424	$ 61,272	$ 64,586
1	$ 37,025	$ 41,220	$ 47,650	$ 57,682	$ 61,575	$ 64,630	$ 67,742
2	$ 38,690	$ 43,178	$ 50,035	$ 60,685	$ 64,735	$ 67,991	$ 70,901
3	$ 40,361	$ 45,145	$ 52,412	$ 63,694	$ 67,887	$ 71,354	$ 74,048
4	$ 42,029	$ 47,111	$ 54,791	$ 66,695	$ 71,047	$ 74,721	$ 77,202
5	$ 43,707	$ 49,069	$ 57,175	$ 69,706	$ 74,193	$ 78,085	$ 80,353
6	$ 45,376	$ 51,023	$ 59,555	$ 72,713	$ 77,304	$ 81,446	$ 83,510
7	$ 47,045	$ 53,002	$ 61,936	$ 75,725	$ 80,501	$ 84,806	$ 86,667
8				$ 78,728	$ 83,657	$ 88,177	$ 89,813
9				$ 81,732	$ 86,806	$ 91,530	$ 92,968
10				$ 84,806	$ 90,067	$ 94,886	$ 96,127
11							$ 99,381

STEP	EFFECTIVE FALL TERM SEPTEMBER 2019						
0	$ 35,778	$ 39,733	$ 45,838	$ 55,359	$ 59,173	$ 62,061	$ 65,421
1	$ 37,475	$ 41,728	$ 48,249	$ 58,421	$ 62,368	$ 65,466	$ 68,621
2	$ 39,163	$ 43,714	$ 50,667	$ 61,465	$ 65,573	$ 68,874	$ 71,824
3	$ 40,857	$ 45,708	$ 53,077	$ 64,517	$ 68,769	$ 72,284	$ 75,016
4	$ 42,548	$ 47,702	$ 55,489	$ 67,560	$ 71,973	$ 75,698	$ 78,214
5	$ 44,250	$ 49,687	$ 57,907	$ 70,613	$ 75,163	$ 79,109	$ 81,410
6	$ 45,942	$ 51,668	$ 60,320	$ 73,662	$ 78,318	$ 82,517	$ 84,610
7	$ 47,635	$ 53,675	$ 62,735	$ 76,716	$ 81,559	$ 85,924	$ 87,811
8				$ 79,761	$ 84,760	$ 89,342	$ 91,002
9				$ 82,808	$ 87,952	$ 92,743	$ 94,201
10				$ 85,924	$ 91,260	$ 96,146	$ 97,404
11							$ 100,704

STEP	EFFECTIVE FALL TERM SEPTEMBER 2020						
0	$ 35,905	$ 39,880	$ 46,016	$ 55,585	$ 59,418	$ 62,320	$ 65,697
1	$ 37,610	$ 41,886	$ 48,438	$ 58,662	$ 62,628	$ 65,742	$ 68,913
2	$ 39,307	$ 43,881	$ 50,868	$ 61,721	$ 65,849	$ 69,167	$ 72,132
3	$ 41,010	$ 45,885	$ 53,291	$ 64,788	$ 69,061	$ 72,594	$ 75,340
4	$ 42,710	$ 47,889	$ 55,715	$ 67,847	$ 72,281	$ 76,025	$ 78,553
5	$ 44,420	$ 49,884	$ 58,145	$ 70,914	$ 75,488	$ 79,453	$ 81,765
6	$ 46,120	$ 51,875	$ 60,570	$ 73,979	$ 78,658	$ 82,878	$ 84,982
7	$ 47,821	$ 53,892	$ 62,997	$ 77,048	$ 81,915	$ 86,302	$ 88,199
8				$ 80,108	$ 85,132	$ 89,737	$ 91,405
9				$ 83,170	$ 88,341	$ 93,155	$ 94,620
10				$ 86,302	$ 91,664	$ 96,575	$ 97,839
11							$ 101,156

STEP	EFFECTIVE SEPTEMBER 2021						
0	$ 37,080	$ 41,186	$ 47,524	$ 57,409	$ 61,368	$ 64,366	$ 67,855
1	$ 38,842	$ 43,258	$ 50,027	$ 60,588	$ 64,685	$ 67,901	$ 71,177
2	$ 40,595	$ 45,319	$ 52,537	$ 63,748	$ 68,012	$ 71,439	$ 74,502
3	$ 42,353	$ 47,389	$ 55,040	$ 66,916	$ 71,330	$ 74,979	$ 77,816
4	$ 44,109	$ 49,459	$ 57,544	$ 70,075	$ 74,656	$ 78,524	$ 81,136
5	$ 45,876	$ 51,520	$ 60,054	$ 73,245	$ 77,969	$ 82,065	$ 84,453
6	$ 47,632	$ 53,577	$ 62,559	$ 76,410	$ 81,244	$ 85,603	$ 87,776
7	$ 49,389	$ 55,660	$ 65,066	$ 79,581	$ 84,608	$ 89,140	$ 91,099
8				$ 82,742	$ 87,932	$ 92,689	$ 94,412
9				$ 85,905	$ 91,246	$ 96,219	$ 97,733
10				$ 89,140	$ 94,679	$ 99,752	$ 101,058
11							$ 104,484

5.09 Basic Schedule (Cont'd)

Effective Fall Term September 2021, grid to be established based on COLA (please see attached Letter of Understanding pertaining to COLA).

ARTICLE 6: PLACEMENT ON SCHEDULE

6.01 The minimum rates indicated in the Basic Schedule are for teachers with less than one year of teaching experience before joining the Portage la Prairie School Division staff. For teachers with one or more years of teaching experience after certification, the minimum rates are increased according to the schedule as set forth in Article 5.09, for each year of teaching experience up to a maximum in all classes.

ARTICLE 7: ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

7.01 Principals

Principals of schools of more than four (4) classrooms shall receive, in addition to their teacher salary in Article 5:09, an administrative allowance and, if applicable, a weighted allowance (Article 7.03).

The Principal administrative allowance is as follows:

September 2018	September 2019	September 2020	September 2021
21,780.00	22,085.00	22,195.00	22,927.00

7.02 Vice-Principals

Vice-principals of schools shall receive, in addition to their teacher salary in Article 5:09, an administrative allowance of sixty percent (60%) of the Principal administrative allowance at their school and, if applicable, sixty percent (60%) of the Principal weighted allowance (Article 7.03) per school year.

The Vice-principal administrative allowance is as follows:

September 2018	September 2019	September 2020	September 2021
13,068.00	13,251.00	13,317.00	13,756.00

7.03 School Size and Programs

A school with a weighted enrollment over three hundred seventy-five (375) shall be considered to be eligible for an additional administrative allowance. This allowance shall be paid for each unit calculated using the following formula:

1 Unit = (Weighted Enrollment - 375) / 25

In addition to the basic salary above, each principal and vice-principal of a school with a weighted enrollment over 375 (Three Hundred Seventy-five) shall receive an allowance of $608 for each unit on a pro-rated basis. Effective the first day of Fall Term 2019, the allowance shall increase to $617. Effective the first day of Fall Term 2020, the allowance shall increase to $620. Effective the first day of Fall Term 2021, the allowance shall increase to $640.

Weighted Formula

The weighting formula to be used in calculating the weighted enrollment shall be as follows:

Type of Program	Weight
Regular (K-6)	1.00
Regular (7-12)	1.20
Vocational	1.35
LAP/PEP	1.50
Life Skills	3.00
Low Incidence II	3.00
Low Incidence III	5.00

The calculation of the above formula shall be based upon enrollment on September 30 of the preceding year shall apply for the full year.

7.04 Each principal of a school of one to four classrooms shall be paid in addition to salary according to scale, Article 5.09, an allowance (as listed below) per full time teacher with pro-rated allowances for less than full time teachers assigned to his/her school, less the approved administrative time for that principal.

September 2018	September 2019	September 2020	September 2021
1,573.00	1,595.00	1,603.00	1,656.00

7.05 In the absence of the principal and/or vice-principal from the school, the Division may appoint a teacher to assume the responsibilities of administration. A teacher so appointed, shall be remunerated at the rate of 1/number of school days of the vice-principals' allowance of the school for each full day such teacher assumes this responsibility.

7.06 Assistant to the Principal

In schools without vice-principals and when an assistant to the principal has been appointed, such assistant to the principal shall be paid in addition to salary according to scale, Article 5.09, an allowance of:

September 2018	September 2019	September 2020	September 2021
2,241.00	2,272.00	2,283.00	2,358.00

7.07 Hutterian Administrator

The Hutterian Administrator to be paid in accordance with the Principals' Salary Scale, Article 7.01.

7.08 Strategic Initiatives Learning Coordinator

Effective the first day of the Fall Term September 2018, a teacher working as a full time Strategic Initiatives Learning Coordinator shall be paid an annual allowance in the amount of:

	September 2018	September 2019	September 2020	September 2021
1st Year	2,946.00	2,987.00	3,002.00	3,101.00
2nd Year	3,831.00	3,885.00	3,904.00	4,033.00
3rd Year	4,715.00	4,781.00	4,805.00	4,964.00

This amount will be pro-rated for a Coordinator working less than full time.

7.09 Computer Coordinator

Effective the first day of the Fall Term September 2018, a teacher working as a full time Computer Coordinator shall be paid an annual allowance in the amount of:

	September 2018	September 2019	September 2020	September 2021
1st Year	2,946.00	2,987.00	3,002.00	3,101.00
2nd Year	3,831.00	3,885.00	3,904.00	4,033.00
3rd Year	4,715.00	4,781.00	4,805.00	4,964.00

This amount will be pro-rated for a Coordinator working less than full time.

ARTICLE 8: SUBSTITUTE TEACHERS

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

8.02 Substitute teachers shall not be eligible for wages, benefits, or rights under this collective agreement except as may be specifically covered in this article.

8.03 The following articles of the Collective Agreement apply to substitute teachers:

Article 1	Definitions
Article 2	Effective Period
Article 4	Provision for Settlement of Disputes
Article 5.01	Definition of a Teacher
Article 5.03	Educational Qualifications
Article 5.07	Allowance for Additional Qualifications
Article 5.09	Basic Salary Schedule (information purposes only)
Article 9.01	Payment of Salary
Article 9.02	Payment of Salary
Article 14	Deduction of Manitoba Teachers' Society Fees
Article 16	Policy Handbook
Article 17	Collective Agreement
Article 20	Discipline
Article 24	Meal Period
Article 26	Freedom from Violence
Article 27	Workplace Harassment

8.04 A substitute teacher shall be allowed one (1) day of sick leave with pay for each nine (9) consecutive days taught in an assignment. Sick leave days shall not accumulate from assignment to assignment. The use of a sick day with pay shall not constitute an interruption of consecutive days of substitute teaching in an assignment. Assignment shall mean consecutive teaching days in one (1) position.

8.05 The only matters which may be grieved under Article 4 – Provision for Settlement of disputes by a substitute teacher or the Association on behalf of a substitute teacher 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.

8.06 Substitute teachers shall be paid at the following rates per day including vacation pay:

Effective Fall Term 2018:	$156
Effective Date of Signing:	$162
Effective January 31, 2022:	$167

ARTICLE 8: SUBSTITUTE TEACHERS (cont'd)

8.07 Any qualified teacher filling one position on staff for a continuous period of six (6) days or longer as a substitute teacher shall be paid according to his or her qualifications and experience according to the salary scale beginning with the sixth (6^{th}) day of teaching in the same position. This rate of pay shall be retroactive to the first day of the extended teaching assignment and continue in effect until the end of that extended teaching assignment. However, if the duration of the substitution is known to be beyond twenty (20) continuous teaching days, the substitute teacher will be signed to a Limited Term Contract and paid a teacher per diem rate according to the provisions of Article 6.01, beginning on the first day of teaching. Substitution days cannot be accumulated from one assignment to another.

8.08 Manitoba Teachers' Society fees shall be deducted from a substitute teacher's pay in accordance with the guidelines established by the Manitoba Teachers' Society.

Portage la Prairie Teachers' Association fees shall be deducted and remitted from a substitute's pay monthly. These fees shall be prorated on the basis of the number of days worked in a given month.

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 Manitoba Teachers' Society fees or Portage la Prairie Teachers' Association fees.

8.09 Substitute teachers called into work for one half day or less shall be paid one half of the daily rate. Substitute teaches called in for greater than one half day up to a full day shall be paid the full daily rate.

ARTICLE 9: PAYMENT OF SALARY

9.01 Salaries shall be paid in twenty-four (24) equal semi-monthly payments.

9.02 Salaries shall be paid on the 15^{th} and the last banking day of each month. If a pay day falls on a holiday or weekend, salaries shall be paid on the prior banking day.

9.03 If a teacher's contract shall be terminated as provided therein, the final salary payment shall be so adjusted that the teacher shall receive for the part of the year taught, such fraction of the salary for the whole year as the number of days taught is of the number of school days.

9.04 **Interest on Retroactive Pay**

For the life of this collective agreement (July 1, 2018 to June 30, 2022) the following language will be waived:

The interest shall be computed at the lesser of 10% per annum or the average rate at which the Division borrows funds during the twelve (12) month period, preceding the calculation date.

If the Division has not borrowed funds during the preceding twelve (12) month period, then interest shall be calculated at the rate paid by the Chartered Banks of Canada in Portage la Prairie on their premium rate saving account.

ARTICLE 10: GROUP LIFE INSURANCE

10.01 The Division will administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the master policy with the said plan.

10.02 The employee's share of premium shall be deducted at source for all participants in the Plan.

10.03 All employees coming on staff after July 1st, 1979, the date of implementation of the Plan in the Division shall be required to participate in the Plan.

ARTICLE 11: DISABILITY INSURANCE

Short Term Disability Insurance

The following shall be effective January 2015:

(a) The Board shall deduct from teachers' salaries the full premium costs prescribed by the Plan and shall forward such premiums on a monthly basis to the Plan.

(b) All teachers shall be enrolled in the Plan and shall participate in the Plan, in accordance with the terms and conditions of the Plan.

(c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary the amount of premiums specified by the Plan.

(d) The Board's responsibility with respect to the administration of this Plan shall be limited to the following:

i) Deducting premiums from the teachers;
ii) Enrolling newly hired teachers in the Plan;
iii) Completing a premium statement to accompany premium remittances;
iv) Distributing plan information to teachers from time to time;
v) Completing a Short Term Disability Notification Form and submitting it to the Plan after a teacher has been absent from teaching days and where the sickness or disability may result in the filing of a claims or 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 Short Term Disability Plan.

ARTICLE 11: DISABILITY INSURANCE (cont'd)

(f) The Association shall indemnify and save the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Short Term Disability Plan.

(g) The Association will receive the whole of the additional EI Premium Reduction as a result of the Sick Leave Plan and the Short Term Disability Plan.

Long Term Disability Plan

The Portage la Prairie School Division shall administer The Manitoba Teachers' Society Long Term Disability Plan for participating employees.

The premium for the plan shall be paid by each employee participating in the plan and shall be deducted monthly from salary remitted to the plan on a timely basis.

ARTICLE 12: PARENTING LEAVES – MATERNITY & ADOPTIVE/PARENTAL LEAVE AND SUPPLEMENTAL EMPLOYMENT (SEB) PLAN

12.01 Every female teacher shall be entitled to maternity leave and every teacher shall be entitled to adoptive/parental leave in accordance with this article.

12.02 Every teacher shall be entitled to unpaid parental leave.

12.03 Except as otherwise provided therein the Manitoba Employment Standards Code will apply.

12.04 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.

Top Up Benefits

(a) Effective June 30, 2018, a teacher taking Maternity Leave and/or Parental/Adoptive Leave pursuant to this article shall be entitled to receive pay equivalent to ninety percent (90%) of the teacher's gross salary (gross salary means the teacher's gross salary at the time the leave commenced plus any subsequently negotiated salary adjustments) for up to one hundred and thirty-five (135) teaching days, which pay will include any employment insurance benefits received in accordance with this article.

(b) Effective June 30, 2018, the Division shall pay a teacher on Maternity Leave and/or Parental/Adoptive Leave:

(1) if the teacher's one (1) week or five (5) day waiting period falls entirely on teaching days, ninety percent (90%) of the teacher's gross salary plus up to eighty (80) teaching days of Maternity Leave Top-Up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

(2) if the teacher's one (1) week or five (5) day waiting period falls partially or entirely within a non-teaching period, ninety percent (90%) of the teacher's gross salary for any teaching days and up to eighty-five (85) teaching days of maternity leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on either maternity or parental leave and continues to receive employment insurance benefits;

(3) up to fifty (50) teaching days of parental/adoptive leave top-up calculated at the difference between the teacher's employment insurance benefit and ninety percent (90%) of the teacher's gross salary provided the teacher remains on parental/adoptive leave and continues to receive employment insurance benefits.

For greater certainty, a teacher who is receiving employment insurance benefits shall be entitled to:

(1) one hundred and thirty-five (135) teaching days of pay and/or top-up benefits if the teacher takes both maternity leave and parental/adoptive leave;

(2) eighty-five (85) teaching days of pay and/or top-up benefits if the teacher only takes maternity leave;

(3) fifty (50) teaching days of pay and/or top-up benefits if the teacher only takes parental/adoptive leave;

unless the teacher takes a shorter period of maternity leave or parental/adoptive leave in which case, the pay and/or top-up will be pro-rated to reflect the actual number of teaching days taken. The parties acknowledge that the top-up payments made by the Division for maternity leave may extend into the period of time that the teacher is on parental leave but the payment is intended to be a top-up of maternity leave benefits.

c) Non-Application

This article shall not apply to any teacher who is employed on a term contract during the teacher's first year of employment. All other teachers shall be eligible to receive the top-up benefits once they have been employed for a period of seven (7) months by the Division.

ARTICLE 13: BIRTH LEAVE

13.01 A teacher shall be granted one (1) one day of leave without salary deduction, to attend the birth of his child(ren) should that child(ren) be born on a teaching day.

ARTICLE 14: DEDUCTION OF MANITOBA TEACHERS' SOCIETY FEES

14.01 Any teacher who does not want twenty (20) equal bi-monthly payments deducted from his/her salaries must notify the Secretary-Treasurer of the Division in writing on or before September 15th.

14.02 The fees shall be deducted from the salary payments for 10 months from September to June inclusive and the Division shall pay over to The Manitoba Teachers' Society the sum payable not less frequently than once each month.

14.03 An amount to be determined at the annual spring meeting of the Local Association shall be deducted from the salaries of all teachers employed by this Division for the general purpose of the local Manitoba Teachers' Society and funds so deducted shall be remitted within the first 10 days of November to the local of The Manitoba Teachers' Society.

ARTICLE 15: LAYOFF

15.01 Where it is determined by the Division that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not affect the necessary reduction in staff, the Division shall give first consideration to retaining teachers having the greatest length of service with this Division after taking into account the special subject, program and administrative needs of the Division.

15.02 Notwithstanding the foregoing, the Division shall have the right to disregard the length of service of any teacher in event of a lay-off, if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.

15.03 **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 Teachers' Certifications 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) **Length of Teaching Service:**
The teacher's length of continuous employment with the Division commencing with the first teaching day after his/her most recent day of hiring with the Division.

15.04 In the event of an impending lay-off, the Division shall meet with the executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off and with a seniority list. The meeting shall be held no later than the 15th day of April.

15.05 Notice of any lay-off shall be given to the teachers no later than the first day of May, this lay-off to be effective June 30th in contract year.

15.06 If, after lay-offs have occurred and for a period of one (1) calendar year after the 30th of September following the date of lay-off, positions become available, teachers who have been laid off and have given written notice 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. Length of service with the Division 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, and experience.

15.07 If a teacher is recalled as provided, in 15.06 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 time of the lay-off;

15.08 A teacher shall lose seniority for any of the following reasons:
i) The teacher resigns,
ii) The teacher becomes employed by another school division,
iii) The teacher fails to return to work after the termination of any leave period granted by the Division,
iv) The teacher is not re-employed within one (1) calendar year after September 30th, 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.

ARTICLE 15: LAYOFF (cont'd)

15.09 Notwithstanding any other provisions of this agreement; the foregoing layoff provisions shall not apply to teachers continuously employed under one contract with the Division for less than two years, or to teachers employed for a specific term where, during that term, the teacher is employed on the express written understanding that such teacher will not after the completion of such term be employed with the Division, provided however, no teacher has been employed by the Division for more than two years shall be laid off where teachers with less than two years' service or specific term contracts have not been laid off, having regard to the necessary training, academic qualifications, and experience required for the specific teaching assignment of such teacher employed under a specific term contract or of the teacher continuously employed under his/her contract with the Division for less than two years.

ARTICLE 16: POLICY HANDBOOK

A copy of the policy handbook shall be posted on the Division's website.

ARTICLE 17: COLLECTIVE AGREEMENT

A copy of the Collective Agreement shall be posted on the Division's website.

ARTICLE 18: LEAVE OF ABSENCE FOR EXECUTIVE DUTIES - M.T.S.

18.01 A teacher, being a member of The Manitoba Teachers' Society Executive Committee or of the Executive Committee of any branch thereof, or any special committee of the Society, or being appointed an official representative or delegate of the Society or any branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the committee of which he/she is a member, or to act as a representative or delegate, shall be excused from school duties for either purpose or both purposes on not more than a total of five (5) teaching days in any one school year providing that the cost be assumed by the Society at the rate of the teacher's salary per day.

18.02 The Vice-President of the Association shall be excused up to a maximum of seven (7) days during the school year and the Division is to be reimbursed by the teacher's salary per day.

18.03 Notwithstanding Article 18.04, a maximum of forty-five (45) days in total may be taken for the purposes mentioned in this article during any one school year by the members of the Association.

ARTICLE 18: LEAVE OF ABSENCE FOR EXECUTIVE DUTIES - M.T.S (cont'd)

18.04 In addition to the above leave, the President of the Portage Teachers' Association shall be excused from duties for up to 15% of the school year to a maximum of 30 days. Effective September 2015, the President of the Portage la Prairie Teachers' Association shall be excused from duties for 50% of the school year. The Association shall reimburse the division for the salary and benefits of the President while on such leave.

18.05 No additional leave of absence in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Division. In all cases, the teacher shall notify the Division (10) working days prior to taking such leave.

18.06 A teacher elected either to the Manitoba Teachers' Society disability Benefits Plan Governance and Administration Board, or to the Society's Disability Plan Case Management Committee shall be allowed a total of ten (10) days, in any school year. The Manitoba Teaches' Society will reimburse the Division for the teacher's daily salary.

18.07 A teacher elected to the Manitoba Teachers' Society Provincial Executive shall be seconded at Society cost for the percentage of time confirmed annually by the Society.

18.08 Leave under this article shall not be taken on parent teacher days, professional development days, or administration days, unless the teacher has received permission to do so by the Superintendent.

ARTICLE 19: MOVING EXPENSES

If at the request of the Division, a teacher is transferred from one city or town within the Division to another city or town within the Division, the Division shall pay the teacher's reasonable moving expenses.

ARTICLE 20: DISCIPLINE

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

20.01 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 Article 4 in Provision For Settlement of Disputes During Life Of Agreement.

ARTICLE 20: DISCIPLINE (cont'd)

20.02 When such a difference is referred to a Division of Arbitration under Article 4, the Division of Arbitration shall have the power to:

a) uphold the discipline
b) rescind the discipline
c) vary or modify the discipline
d) order the Division to pay all or part of any loss of pay and/or benefits in respect of the discipline
e) do one or more of the things set out in sub clauses (a), (b), (c) and (d) above.

20.03 This Article does not apply to the teacher assessment and evaluation process 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.

20.04 The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 21: SICK LEAVE

21.01 a) Each teacher who teaches at least the first day of school shall be advanced twenty (20) teaching days sick leave. Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any years shall be carried forward and accumulated from year to year to a maximum of 130 days.

b) Part-time teachers shall be entitled to sick leave on a pro-rata basis.

21.02 A new employee who commences employment on the first day of the fall term will be credited with twenty (20) sick leave days. Sick leave days will otherwise be credited on a pro-rated basis during the first year. Employees in receipt of advance sick leave benefits, who resign or whose employment is otherwise terminated prior to earning the eligibility utilized, shall have their salary adjusted on a pro-rated basis.

21.03 Any day during which the employee is absent from work due to illness shall not constitute a working day of service for the purposes of calculating sick leave entitlement.

21.04 Salary during sick leave shall be paid up to the accumulated entitlement as set out above.

21.05 A medical certificate from an attending physician shall be required to verify all sick leave absences of more than four (4) consecutive working days and other sick leave absences at the discretion of the administrative staff.

21.06 The School Division may require a medical report to verify the fitness of the employee to perform his/her responsibilities.

21.07 Employees who do not return to work at the time at which the sick leave eligibility is fully utilized may be considered for extended unpaid sick leave.

ARTICLE 21: SICK LEAVE (cont'd)

In order to be considered for extended unpaid sick leave the employee must at the time sick leave eligibility expires, present a medical certificate stating that the employee is not at the time fit to return to regular employment, and if granted extended unpaid sick leave, must:

a) provide a medical certificate while on extended leave, by November 15th and May 15th or more frequently if so requested, stating the anticipated date upon which the employee will be able to return to regular employment.

b) give a maximum of ten (10) working days notice prior to return to work accompanied by a medical certificate verifying that the employee is fit to perform his/her regular duties.

21.08 Up to five (5) days of sick leave entitlement may be used to attend to illness or injury or medical appointment of the employee or his/her immediate family. Immediate family is defined as spouse, parent (natural, in-law, step, foster), son, daughter, brother, sister, grandparent, grandchild and any relative who has lived regularly in the same household.

ARTICLE 22: PART-TIME TEACHERS

22.01 Teachers employed under contract on a part-time basis shall:
a) be paid according to their qualifications as established in Article 5.09
b) be paid on a rate based on the fraction of the time employed
c) participate in school activities during the regular school day when requested by the employer

22.02 Credit for experience during any one school year shall be as recognized by Manitoba Education. Subsequent to initial placement, all teachers employed on a part-time basis shall receive annually an increment proportionate to the contracted fraction for which they are employed.

22.03 Sick leave shall be accumulated on a pro-rated basis.

22.04 Part-time teachers who are authorized to work in excess of their contract time, shall receive 1/number of school days or portion thereof, for the 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.

*Section 22.04 does not apply to staff members covered by a Job Sharing Agreement.

ARTICLE 23: LEAVE OF ABSENCE WITHOUT PAY

23.01 Teachers who have been employed for two (2) or more years on their present contract may, at the discretion of the Division, be granted leave of absence without pay of one or more school years. All applications for such leave shall be submitted in writing to the Superintendent prior to March 1st for a leave to commence in the subsequent school year.

23.02 A teacher shall provide to the Division written notification of their desire to return from a leave of absence no later than April 1st prior to the start of the fall school session.

23.03 If the Board grants leave to a teacher, the teacher will be informed in writing that 23.02 shall occur.

23.04 A teacher upon returning from a leave of absence, shall, whenever possible, be placed in the position held prior to the commencement of the leave. Where that is not possible, the teacher shall be placed in a position commensurate with his/her training, academic qualifications and experience.

ARTICLE 24: MEAL PERIOD

Except in cases of emergency, or in unforeseen similar circumstances, every teacher shall be entitled to an uninterrupted meal period between 11:00 a.m. and 2:00 p.m. each school day. This meal period shall be the lesser of 55 minutes or 5 minutes less than the midday intermission given to the students of the school in which the teacher is employed. Designated staff will be on call during this meal period to deal with emergencies or unforeseen similar circumstances.

ARTICLE 25: TEACHERS EMPLOYED UNDER A LIMITED TERM CONTRACT

Where a teacher on a Limited Term contract becomes employed under a 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 contract signed with the Portage la Prairie School Division.

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

ARTICLE 26 - FREEDOM FROM VIOLENCE

The Portage la Prairie School Division and the Portage Teachers' Association recognize the importance of a caring school environment that is orderly, supportive and non-violent.

The working and learning environment should be free from physical or emotional abuse. Physical abuse shall mean acts of violence against a person, the person's family and the person's possessions. Emotional abuse consists of obscene gestures, verbal abuse, threats of physical abuse or harassment. Incidents of abuse will be treated with confidentiality and dealt with through Division policy.

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.

Teachers shall not have the right to grieve individual student disciplinary decisions made by the Division.

ARTICLE 27 - WORKPLACE HARASSMENT

The Division and the Association recognize the right of all employees to work in an environment free from sexual or other types of harassment and to be treated fairly in the workplace. The Division, therefore, shall endeavor at all times to provide a work environment which is supportive of both the productivity and the personal/professional goals, dignity, and self-esteem of every employee.

ARTICLE 28 – PERSONAL LEAVE

28.01 Teachers shall be granted up to two (2) personal leave days per school year at no loss of pay.

28.02 This leave shall not be used on scheduled in-service, administration, parent teacher, or pupil evaluation days, unless the teacher has received permission to do so by the Superintendent. Personal leave cannot be accumulated from year to year.

ARTICLE 29: EXTRA CURRICULAR ACTIVITIES

29.01. "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, parent/teacher meetings, committee work, in-service sessions, marking and setting examinations, or marking school assignments.

29.02 An eligible extra-curricular activity is an activity that has received prior approval from the school principal.

ARTICLE 29: EXTRA CURRICULAR ACTIVITIES (cont'd)

29.03 A teacher will be entitled to a paid leave of absence given the following criteria:

(a) A teacher who performs twenty-five (25) hours of eligible extra-curricular duties during the school year shall be entitled to one-half (1/2) day of paid leave of absence per school year to a maximum of two (2) days.

(b) Prior notification must be submitted in writing to the teacher's principal for extra-curricular leave. The date for such leave shall be agreed upon between the principal and the teacher and is contingent on the Division being able to find a replacement teacher.

(c) Teachers can carry over unused extra-curricular half (1/2) days (25 or 50 hours) to the following school year.

(d) This leave shall not be used on scheduled in-service, administration, parent teacher, or pupil evaluation days, unless the teacher has received permission to do so by the Superintendent. Extra-curricular leave hours cannot be accumulated from year to year.

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

ARTICLE 30: DENTAL INSURANCE

The following is for single, couple and family rate structure:

30.01 The Division will participate in the administration of the MSBA/MTS Dental Plan in accordance with the terms and condition of the Agreement attached hereto as Schedule A entered into by the Division and the Association (the "Dental Plan Agreement").

30.02 All Employees covered by this Collective Agreement that are eligible under the terms of the MSBA/MTS Dental Plan shall be required to participate in the MSBA/MTS Dental Plan unless entitled to elect out of the Dental Plan as may be permitted under the terms thereof.

30.03 The cost of the MSBA/MTS Dental Plan will be paid by the Division in accordance with the terms and conditions of the Dental Plan Agreement.

30.04 The Division agrees that the Division 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:

ARTICLE 30: DENTAL INSURANCE (cont'd)

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 31: BEREAVEMENT LEAVE

Each teacher shall be allowed Bereavement Leave without loss of salary up to five (5) teaching days in the event of the death of a family member.

Relationship to Deceased	Maximum Leave
Spouse Parent (natural, in-law, step, foster) Son, daughter, brother, sister Grandparent, Grandchild Any relative who has lived regularly In the same household.	The day of the death to the day following the funeral, inclusive to maximum of five (5) days.
Brother-in-law, Sister-in-law Son-in-law, Daughter-in-law Grandparent of spouse	two (2) days
(Uncle or Aunt Nephew or Niece) of spouse Cousin	one (1) day

In the event of unusual travel, personal problems or extenuating circumstances relating to bereavement or bereavement leave, additional leave days may be granted by the senior administration.

ARTICLE 32: DEPARTMENT HEADS

Effective the first day of the Fall Term 2018, Department Heads appointed in any subject or program area by the Division and who have at least three teachers (exclusive of the Department Head) in their department shall receive an annual allowance of:

	September 2018	September 2019	September 2020	September 2021
Allowance	1,179.00	1,196.00	1,202.00	1,242.00

This amount will be pro-rated for a Department Head not working a full year.

ARTICLE 33: PREPARATION TIME

33.01 Over the course of the school year, the Division will provide the equivalent of a minimum of thirty (30) minutes per day of preparation time per full time teacher. This may be scheduled in varying blocks of time throughout the school year and may be scheduled differently for teachers depending on their school and timetables.

33.02 Part time teachers will be provided preparation time prorated based upon the percentage of their teaching assignment.

33.03 It shall be the responsibility of each teacher to utilize the preparation time provided to them. Teachers are expected to remain in their assigned school during the preparation time except with the approval from the school principal or designate.

SIGNATURES

IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement the day and year first written.

THE PORTAGE LA PRAIRIE SCHOOL DIVISION
PER:

Chairperson

Secretary-Treasurer

THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION
PER:

President

Collective Bargaining Chair

May , 2021 March 25/2022
Date

LETTER OF UNDERSTANDING

BETWEEN:

THE PORTAGE LA PRAIRIE SCHOOL DIVISION
(hereinafter referred to as the 'Division")
-and-
THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY
(hereinafter referred to as the "PLPTA Professional Development Committee")

REGARDING: Professional Development

The Division shall provide an annual sum of $90,996 to the PLPTA Professional Development Committee with the Committee having responsibility as to the spending of this amount. The funds are to be used for in-service training, workshops, conferences, or any other professional development activities that are appropriate and that do not conflict with Divisional activities. The Association will act fairly and reasonably in the allocation of this money.

The Division will have a permanent non-voting member on this Committee.

At the end of each school year, the Association will present a detailed report to the Board on the use of the funds.

Any unused financial amount will be redirected back to the Division on June 30th of each year.

The PLPTA Professional Development Committee accounts will be subject to the Division's annual auditing process.

Release time or a teacher must be approved in advance by the Principal and submitted to the Superintendent's Department for final approval.

The PLPTA Professional Development Committee is separate and distinct from any other professional Development committee that is set up and administered by the Division.

Signed and agreed to on behalf of The Portage la Prairie Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chair

Signed and Agreed to on behalf of The Portage la Prairie School Division

Chairperson

Secretary-Treasurer

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

Between

The Portage la Prairie School Division
and
The Portage la Prairie Teachers' Association
of the
Manitoba Teachers' Society

RE: Sept 2018, 2019, and 2020 Salary grids net of Dental and Extended Health

The Division administers the Manitoba Public School Employees Dental and Extended Health Plan as per the Collateral Agreement dated May ____, 2021 for the members of the Portage la Prairie Teachers' Association. Teachers who are participants in the Dental Plan and Extended Health shall be paid according to article 4 in the Collateral agreement. The following salary schedule reflects the provisions of article 4 of the Collateral Agreement for September 2020.

STEP	EFFECTIVE SEPTEMBER 2018			Premium: $2796			
0	$ 35,352	$ 39,252	$ 45,273	$ 54,663	$ 58,424	$ 61,272	$ 64,586
1	$ 37,025	$ 41,220	$ 47,650	$ 57,682	$ 61,575	$ 64,630	$ 67,742
2	$ 38,690	$ 43,178	$ 50,035	$ 60,685	$ 64,735	$ 67,991	$ 70,901
3	$ 40,361	$ 45,145	$ 52,412	$ 63,694	$ 67,887	$ 71,354	$ 74,048
4	$ 42,029	$ 47,111	$ 54,791	$ 66,695	$ 71,047	$ 74,721	$ 77,202
5	$ 43,707	$ 49,069	$ 57,175	$ 69,706	$ 74,193	$ 78,085	$ 80,353
6	$ 45,376	$ 51,023	$ 59,555	$ 72,713	$ 77,304	$ 81,446	$ 83,510
7	$ 47,045	$ 53,002	$ 61,936	$ 75,725	$ 80,501	$ 84,806	$ 86,667
8				$ 78,728	$ 83,657	$ 88,177	$ 89,813
9				$ 81,732	$ 86,806	$ 91,530	$ 92,968
10				$ 84,806	$ 90,067	$ 94,886	$ 96,127
11							$ 99,381

STEP	EFFECTIVE SEPTEMBER 2019			Premium: $2904			
0	$ 35,778	$ 39,733	$ 45,838	$ 55,359	$ 59,173	$ 62,061	$ 65,421
1	$ 37,475	$ 41,728	$ 48,249	$ 58,421	$ 62,368	$ 65,466	$ 68,621
2	$ 39,163	$ 43,714	$ 50,667	$ 61,465	$ 65,573	$ 68,874	$ 71,824
3	$ 40,857	$ 45,708	$ 53,077	$ 64,517	$ 68,769	$ 72,284	$ 75,016
4	$ 42,548	$ 47,702	$ 55,489	$ 67,560	$ 71,973	$ 75,698	$ 78,214
5	$ 44,250	$ 49,687	$ 57,907	$ 70,613	$ 75,163	$ 79,109	$ 81,410
6	$ 45,942	$ 51,668	$ 60,320	$ 73,662	$ 78,318	$ 82,517	$ 84,610
7	$ 47,635	$ 53,675	$ 62,735	$ 76,716	$ 81,559	$ 85,924	$ 87,811
8				$ 79,761	$ 84,760	$ 89,342	$ 91,002
9				$ 82,808	$ 87,952	$ 92,743	$ 94,201
10				$ 85,924	$ 91,260	$ 96,146	$ 97,404
11							$ 100,704

STEP	EFFECTIVE SEPTEMBER 2020			Premium: $2970			
0	$ 35,905	$ 39,880	$ 46,016	$ 55,585	$ 59,418	$ 62,320	$ 65,697
1	$ 37,610	$ 41,886	$ 48,438	$ 58,662	$ 62,628	$ 65,742	$ 68,913
2	$ 39,307	$ 43,881	$ 50,868	$ 61,721	$ 65,849	$ 69,167	$ 72,132
3	$ 41,010	$ 45,885	$ 53,291	$ 64,788	$ 69,061	$ 72,594	$ 75,340
4	$ 42,710	$ 47,889	$ 55,715	$ 67,847	$ 72,281	$ 76,025	$ 78,553
5	$ 44,420	$ 49,884	$ 58,145	$ 70,914	$ 75,488	$ 79,453	$ 81,765
6	$ 46,120	$ 51,875	$ 60,570	$ 73,979	$ 78,658	$ 82,878	$ 84,982
7	$ 47,821	$ 53,892	$ 62,997	$ 77,048	$ 81,915	$ 86,302	$ 88,199
8				$ 80,108	$ 85,132	$ 89,737	$ 91,405
9				$ 83,170	$ 88,341	$ 93,155	$ 94,620
10				$ 86,302	$ 91,664	$ 96,575	$ 97,839
11							$ 101,156

STEP	EFFECTIVE SEPTEMBER 2021			Premium: $3078			
0	$ 37,080	$ 41,186	$ 47,524	$ 57,409	$ 61,368	$ 64,366	$ 67,855
1	$ 38,842	$ 43,258	$ 50,027	$ 60,588	$ 64,685	$ 67,901	$ 71,177
2	$ 40,595	$ 45,319	$ 52,537	$ 63,748	$ 68,012	$ 71,439	$ 74,502
3	$ 42,353	$ 47,389	$ 55,040	$ 66,916	$ 71,330	$ 74,979	$ 77,816
4	$ 44,109	$ 49,459	$ 57,544	$ 70,075	$ 74,656	$ 78,524	$ 81,136
5	$ 45,876	$ 51,520	$ 60,054	$ 73,245	$ 77,969	$ 82,065	$ 84,453
6	$ 47,632	$ 53,577	$ 62,559	$ 76,410	$ 81,244	$ 85,603	$ 87,776
7	$ 49,389	$ 55,660	$ 65,066	$ 79,581	$ 84,608	$ 89,140	$ 91,099
8				$ 82,742	$ 87,932	$ 92,689	$ 94,412
9				$ 85,905	$ 91,246	$ 96,219	$ 97,733
10				$ 89,140	$ 94,679	$ 99,752	$ 101,058
11							$ 104,484

Dated at PLPSD Div. Office, Manitoba this March day of 25, 2021

Signed on behalf of the Portage la Prairie School Division:

Chairperson

President

Secretary – Treasurer

Secretary

Signed on behalf of the Portage la Prairie Teachers' Association:

THIS AUXILIARY AGREEMENT made as of the _____ day of _____, 2021

BETWEEN:

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

- and -

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

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

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

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

WHEREAS the Division recognizes that not all teachers will be eligible for coverage under these plans by virtue of their administration and underwriting rules, the Division and the Association have agreed that certain Teachers will be paid according to the annual rate of pay for the 2018/19, 2019/20, 2020/21 and 2021/22 school years which follow:

STEP	EFFECTIVE JULY 1, 2018 (1.6%)						
0	$ 38,148	$ 42,048	$ 48,069	$ 57,459	$ 61,220	$ 64,068	$ 67,382
1	$ 39,821	$ 44,016	$ 50,446	$ 60,478	$ 64,371	$ 67,426	$ 70,538
2	$ 41,486	$ 45,974	$ 52,831	$ 63,481	$ 67,531	$ 70,787	$ 73,697
3	$ 43,157	$ 47,941	$ 55,208	$ 66,490	$ 70,683	$ 74,150	$ 76,844
4	$ 44,825	$ 49,907	$ 57,587	$ 69,491	$ 73,843	$ 77,517	$ 79,998
5	$ 46,503	$ 51,865	$ 59,971	$ 72,502	$ 76,989	$ 80,881	$ 83,149
6	$ 48,172	$ 53,819	$ 62,351	$ 75,509	$ 80,100	$ 84,242	$ 86,306
7	$ 49,841	$ 55,798	$ 64,732	$ 78,521	$ 83,297	$ 87,602	$ 89,463
8				$ 81,524	$ 86,453	$ 90,973	$ 92,609
9				$ 84,528	$ 89,602	$ 94,326	$ 95,764
10				$ 87,602	$ 92,863	$ 97,682	$ 98,923
11							$ 102,177

STEP	EFFECTIVE JULY 1, 2019 (1.4%)						
0	$ 38,682	$ 42,637	$ 48,742	$ 58,263	$ 62,077	$ 64,965	$ 68,325
1	$ 40,379	$ 44,632	$ 51,153	$ 61,325	$ 65,272	$ 68,370	$ 71,525
2	$ 42,067	$ 46,618	$ 53,571	$ 64,369	$ 68,477	$ 71,778	$ 74,728
3	$ 43,761	$ 48,612	$ 55,981	$ 67,421	$ 71,673	$ 75,188	$ 77,920
4	$ 45,452	$ 50,606	$ 58,393	$ 70,464	$ 74,877	$ 78,602	$ 81,118
5	$ 47,154	$ 52,591	$ 60,811	$ 73,517	$ 78,067	$ 82,013	$ 84,314
6	$ 48,846	$ 54,572	$ 63,224	$ 76,566	$ 81,222	$ 85,421	$ 87,514
7	$ 50,539	$ 56,579	$ 65,639	$ 79,620	$ 84,463	$ 88,828	$ 90,715
8				$ 82,665	$ 87,664	$ 92,246	$ 93,906
9				$ 85,712	$ 90,856	$ 95,647	$ 97,105
10				$ 88,828	$ 94,164	$ 99,050	$ 100,308
11							$ 103,608

STEP	EFFECTIVE JULY 1, 2020 (0.5%)						
0	$ 38,875	$ 42,850	$ 48,986	$ 58,555	$ 62,388	$ 65,290	$ 68,667
1	$ 40,580	$ 44,856	$ 51,408	$ 61,632	$ 65,598	$ 68,712	$ 71,883
2	$ 42,277	$ 46,851	$ 53,838	$ 64,691	$ 68,819	$ 72,137	$ 75,102
3	$ 43,980	$ 48,855	$ 56,261	$ 67,758	$ 72,031	$ 75,564	$ 78,310
4	$ 45,680	$ 50,859	$ 58,685	$ 70,817	$ 75,251	$ 78,995	$ 81,523
5	$ 47,390	$ 52,854	$ 61,115	$ 73,884	$ 78,458	$ 82,423	$ 84,735
6	$ 49,090	$ 54,845	$ 63,540	$ 76,949	$ 81,628	$ 85,848	$ 87,952
7	$ 50,791	$ 56,862	$ 65,967	$ 80,018	$ 84,885	$ 89,272	$ 91,169
8				$ 83,078	$ 88,102	$ 92,707	$ 94,375
9				$ 86,140	$ 91,311	$ 96,125	$ 97,590
10				$ 89,272	$ 94,634	$ 99,545	$ 100,809
11							$ 104,126

STEP	EFFECTIVE SEPTEMBER 1, 2021 (3.3%)						
0	$ 40,158	$ 44,264	$ 50,602	$ 60,487	$ 64,446	$ 67,444	$ 70,933
1	$ 41,920	$ 46,336	$ 53,105	$ 63,666	$ 67,763	$ 70,979	$ 74,255
2	$ 43,673	$ 48,397	$ 55,615	$ 66,826	$ 71,090	$ 74,517	$ 77,580
3	$ 45,431	$ 50,467	$ 58,118	$ 69,994	$ 74,408	$ 78,057	$ 80,894
4	$ 47,187	$ 52,537	$ 60,622	$ 73,153	$ 77,734	$ 81,602	$ 84,214
5	$ 48,954	$ 54,598	$ 63,132	$ 76,323	$ 81,047	$ 85,143	$ 87,531
6	$ 50,710	$ 56,655	$ 65,637	$ 79,488	$ 84,322	$ 88,681	$ 90,854
7	$ 52,467	$ 58,738	$ 68,144	$ 82,659	$ 87,686	$ 92,218	$ 94,177
8				$ 85,820	$ 91,010	$ 95,767	$ 97,490
9				$ 88,983	$ 94,324	$ 99,297	$ 100,811
10				$ 92,218	$ 97,757	$ 102,830	$ 104,136
11							$ 107,562

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 _____, 2021.

CONCURRING SIGNATORIES

Dated at PLPSD. Division Office., Manitoba this 25 day of March., 2021.

Signed and agreed on behalf of the Division:

R. T. Brownlee
Chairperson

R. T. Lindsay
Secretary - Treasurer

Signed and agreed on behalf of the Association:

President

Secretary

THIS COLLATERAL AGREEMENT made this 20 day of May, 2021
BETWEEN:

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

OF THE FIRST PART,

- and -

THE PORTAGE LA PRAIRIE 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 May 20/2021, made between the Division and the Association, the Division has agreed to participate in the administration of the Manitoba Public School Employees Dental & Extended Health Benefits Plan (the *"Plan"*) for all of the eligible employees (the *"Employees"*) as described by the Manitoba Public School Employees Dental & Extended Health Benefits Plan Trust (the *"Trust"*) in the employ of the Division; and

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

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

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

1. The preamble hereto shall form an integral part hereof.

2. The terms and conditions of the Plan shall be as formulated by the Trust.

3. Subject to the terms of the Agreement, the Division and the Association shall comply with any administrative or underwriting requirements in respect to the Plan stipulated by the Trust and/or by the insurer appointed by the Trust to administer the Plan.

4. The Division shall make the following payments:

   a) Subject to paragraph (b) which follows, for September 2018 the Division shall pay monthly
   $109.00 on behalf of each Employee in respect of the Dental plan and/or $124.00 on behalf of each Employee in respect of the Extended Health plan, said $109.00 and $124.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

   Subject to paragraph (b) which follows, for September 2019 the Division shall pay monthly
   $116.00 on behalf of each Employee in respect of the Dental plan and/or $126.00 on behalf of each Employee in respect of the Extended Health plan, said $116.00 and $126.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

   Subject to paragraph (b) which follows, for September 2020 the Division shall pay monthly
   $116.50 on behalf of each Employee in respect of the Dental plan and/or $131.00 on behalf of each Employee in respect of the Extended Health plan, said $116.50 and $131.00 being the monthly rates for family coverage under each plan. Such payments shall be made to the Trust or to such party as the Trustees shall designate in writing.

   b) Where an Employee is entitled to and has so elected for reduced coverage, as permitted under the terms of the Plan, that is, coverage for Employee and one dependent (spouse or child) only, or for Employee only, or for no coverage in the event of the Employee having alternate employer-sponsored group dental or health coverage, as the case may be, the Division shall pay to the employee the difference in the monthly rate under each plan between family coverage and the coverage elected by the Employee.

   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 Plan shall be required to participate in the Plan unless entitled to elect out of the Plan as may be permitted under the terms thereof.

6. This Agreement may be terminated by either of the parties hereto effective the first day of September of a particular calendar year provided that not less than 12 months written notice of such termination is given by the party terminating this Agreement to the other party hereto.

7. Any notice required or permitted to be given hereunder shall be deemed to be effectively given if mailed by registered mail, postage prepaid or delivered by bonded carrier to the parties at the following addresses:

   To the Division:

   PORTAGE LA PRAIRIE SCHOOL DIVISION
   535 3rd St NW
   Portage la Prairie MB R1N 2C4

   To the Association:

   PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION
   Rm. 2-18,
   32 - 5th St. SE
   Portage la Prairie MB R1N 1J2

   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 PORTAGE LA PRAIRIE SCHOOL DIVISION

Chairperson

Secretary - Treasurer

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

THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION

President

~~Secretary~~ Collective Bargaining Chairs

MEMORANDUM OF AGREEMENT

BETWEEN:

THE PORTAGE LA PRAIRIE SCHOOL DIVISION (the "Division")

and

THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION (the "Association")

REGARDING: Article 7.03 Administrative & Supervisory Allowances - Weighted Formula

1. Effective January 1, 2021, Administrative Allowances will be calculated taking into account the student weighted enrolment numbers for September of 2017 (including the weighted Level 2 and Level 3 student count in effect at the time).

2. If an administrator's school enrollment numbers experienced an increase in general student population enrollment after January 1, 2021, (as per the Divisional timelines for implementation of Article 7 of the Collective Agreement), the Division will apply the increase to the administrator's Administrative Allowance, as set out in paragraph 3 hereof.

3. For greater certainty, the process the Division would implement for the calculation of Administrative Allowances for the 2021 and 2022 calendar years would be as follows:

    a) Calculate the enrollment numbers for the 2021 and 2022 calendar years;

    b) Apply the weighted formula under the Collective Agreement for the 2021 and 2022 calendar years, excluding Level 2 and Level 3 students;

    c) Compare the results of the weighted enrollment numbers for 2021 and 2022 calendar years, respectively, with the September 2017 weighted enrollment numbers, which includes Level 2 and Level 3 students; and

    d) The administrator shall be entitled to the greater Administrative Allowance, based on the comparison performed in paragraph 3c) hereof.

4. In the event that an administrator changed schools during the 2021 and/or 2022 calendar years, and transferred to a school with a higher general student enrollment, such higher student enrollment would be taken into account in calculating administrator's entitlement under paragraph 3 hereof.

5. The parties previously agreed to commit to the following:

> *The parties agree to undertake best efforts to negotiate new Administrative Allowances under Article 7 of the Collective Agreement, "Administrative & Supervisory Allowances", during collective bargaining, which new article will not contain weighted formulas pertaining to types and/or levels of students. In the event that agreement is not reached in collective bargaining, either party may request that the dispute be referred to interest arbitration.*

Subsequent to the above agreement to negotiate a new administrative allowance, the parties negotiated a new collective agreement (in an unprecedented expedited fashion as a result of a request by the Association due to emergent timelines associated with the legislative process for Bill 45 legislation), the parties agreed to a new collective agreement without having an opportunity to fulfill the conditions of this agreement.

Notwithstanding the new 2018-2022 collective agreement, the parties agree to put the commitment to review the administrative allowance into abeyance with the following caveats:

> *Should Bill 45 - The Public Schools Amendment and Manitoba Teachers' Society Amendment Act which prescribes provincial teacher collective bargaining, and Bill 64 - The Education Modernization Act, be amended, not passed by legislature, be un-proclaimed, or quashed with the result being that the Division remains a school division and the employer of the Portage la Prairie Teachers' Association and the parties negotiate a subsequent collective agreement, the parties will negotiate a new administrative allowance under the above original parameters as was originally agreed to by the parties.*

Signed at PlaP, this 20 day of May, 2021.

The Portage la Prairie Teachers' Association of the Manitoba Teachers' Society

Per: Albert Krynski

Albert Krynski
PLPTA President

Per: A Mills + Sheri Larson

Angela Mills + Sheri Larson
PLPTA Collective Bargaining Chairperson

Signed at Pla P this 20 day of May, 2021.

The Portage la Prairie School Division

Per: R. T. Cuddington

Todd Cuddington
Superintendent

Per: R. Brownlee

Rod Brownlee
Chairperson of the Board

LETTER OF UNDERSTANDING

BETWEEN:

THE PORTAGE LA PRAIRIE SCHOOL DIVISION
(hereinafter referred to as the 'Division")
-and-
THE PORTAGE LA PRAIRIE TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY

REGARDING: Cost of Living Allowance (COLA)

The parties agree that during the life of the collective agreement for the period of July 1, 2018 to June 30, 2022, where articles in the body of the agreement use the term COLA for clauses or tables pertaining to wages or allowances, COLA shall be calculated as follows:

> *In January 2022, or as soon as possible thereafter, when the 12-month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to September 1, 2021.*

Signed and Agreed to on behalf of The Portage la Prairie Teachers' Association of the Manitoba Teachers' Society.

President

Collective Bargaining Chair

Signed and Agreed to on behalf of The Portage la Prairie School Division.

Chairperson

Secretary-Treasurer