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SOURCE	Sch. Bd		
EFF.	85	01	01
TERM.	86	12	31
No. of EMPLOYEES	723		
NO. OF STAFF	24		

1985 - 1986

COLLECTIVE AGREEMENT BETWEEN

THE FORT GARRY SCHOOL DIVISION NO. 5

AND

U R FORT GARRY TEACHERS' ASSOCIATION NO. 5

OF

THE MANITOBA TEACHERS' SOCIETY

ARTICLE 1 - PURPOSE

It is the intent and purpose of the Parties to this Agreement (hereinafter referred to as this Agreement) to promote and improve the working relations between the Board and the Teachers' Association; to establish a salary schedule, as provided for in Section I of the individual statutory contract, and other conditions of employment resulting from the operation of said schedule; and finally, to provide a basis for both parties to improve the professional and academic services rendered to the taxpayers and the children of the Fort Carry School Division No. 5.

ARTICLE 2 - EFFECTIVE PERIOD

This Agreement shall come into force and take effect on the first day of January, A.D. 1985, and shall remain in force for a period of two (2) years. In order to amend this Agreement, written notice, by registered mail, must be given by one party to the other not less than 60 days prior to the 30th day of December, 1986. Agreement or amendment on which negotiations are begun prior to said 30th day of December, 1986 shall be effective from the first day of January next ensuing.

ARTICLE 3 - EDUCATIONAL QUALIFICATIONS

Except as otherwise qualified in this Agreement, the classification accorded the teacher by the Administration and Teacher Certification Branch of Manitoba Education pursuant to Manitoba Regulation 195/83 and subsequent amendments shall be used to determine the class in the "TEACHERS' SALARY SCHEDULE".

ARTICLE 4 - TEACHERS' SALARY SCHEDULE

- (a) In arriving at the increase in the salary pool for any year, it is expected that the negotiating committees will consider such factors as the Consumer Price Index, Gross National Product, comparability with other teachers and other occupational groups and such other factors which are deemed relevant.

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ARTICLE 4 CONTINUED

TEACHERS' SALARY SCHEDULE

For the period January 1, 1985 to December 31, 1985

<u>Yrs of Compl. Exper.</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$16,232	\$18,091	\$19,838	\$24,235	\$25,925	\$27,617	\$29,308
1	17,160	19,104	20,968	25,652	27,398	29,171	30,940
2	18,091	20,120	22,146	27,076	28,865	30,726	32,577
3	19,022	21,134	23,221	28,497	30,338	32,281	34,207
4	19,949	22,147	24,347	29,917	31,807	33,837	35,846
5	20,880	23,163	25,472	31,335	33,279	35,391	37,479
6	21,812	24,180	26,602	32,755	34,751	36,948	39,114
7		25,191	27,726	34,173	36,220	38,503	40,745
8			28,855	35,595	37,697	40,062	42,381
9				38,439	40,637	43,172	45,650

TEACHERS' SALARY SCHEDULE

For the period January 1, 1986 to December 31, 1986

<u>Yrs of Compl. Exper.</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	\$16,719	\$18,634	\$20,433	\$24,962	\$26,703	\$28,446	\$30,187
1	17,675	19,677	21,597	26,422	28,220	30,046	31,868
2	18,634	20,724	22,811	27,888	29,731	31,648	33,554
3	19,593	21,768	23,918	29,352	31,248	33,249	35,233
4	20,548	22,811	25,077	30,815	32,761	34,852	36,921
5	21,506	23,858	26,236	32,275	34,277	36,453	38,603
6	22,466	24,905	27,400	33,738	35,794	38,056	40,287
7		25,947	28,558	35,198	37,307	39,658	41,967
8			29,721	36,663	38,828	41,264	43,652
9				39,592	41,856	44,467	47,020

(b) Teachers on Letter of Authority or Permit

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

(c) Part-time Teachers

Part-time teachers shall participate in school activities, as outlined below, during the regular school day when requested by the principal. Part-time teachers shall receive 1/200, or portion thereof, for time spent over and above their regularly scheduled teaching time during the school day. At the Superintendent's discretion, time in lieu of compensation may be given. Two weeks prior to the closing of the spring and fall terms, the principal of each school shall submit to the Secretary-Treasurer, on prescribed forms, a report of part-time teachers who are entitled to receive payments pursuant to this Article.

ARTICLE 4 CONTINUED

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

1. Staff Meetings
2. Parent-teacher Interviews
3. In-service Components
4. Field trips, band trips, music festivals and any other school related business.

ARTICLE 5 - METHOD OF PAYMENT

- (a) Except as hereinafter provided, teachers covered by this Agreement shall be paid on the basis of 12 consecutive monthly payments on or before the second last teaching day of each month; except for the month of August. The June and July cheques shall be payable on the second last teaching day of June.
- (b) Teachers beyond superannuation date shall be paid on the basis of 10 equal consecutive monthly payments.
- (c) The Board shall pay to members of the Association interest on any retroactive payment owed to the members. The interest shall be calculated from the date on which the monies would have been due to the actual date of payment. The interest shall be calculated on the gross amount of any retroactive pay due, less the amount of any statutory deductions including Canada Pension, Unemployment Insurance and Income Tax and less other deductions with respect to that pay. The interest shall be paid at the average rate at which the Division borrows funds during the twelve month period preceding the calculation period, or alternatively, if it does not borrow funds in such period, then at the average rate at which the Division could have borrowed funds from its principal banker or bankers during such period.

ARTICLE 6 - PREVIOUS EXPERIENCE

- (a) All complete years of experience (exclusive of permit experience) will be allowed as "Years of Completed Experience" as shown in Article 5 except as qualified in Article 7 and Form 2.
- (b) Except as otherwise qualified in this Agreement, for purposes of this article, years of completed experience shall be the same as the years of completed experience as determined by the Department of Education verification of classification. This paragraph shall apply to all staff beginning employment after January 1, 1979.

ARTICLE 7 - INCREMENTS

- (a) Each teacher shall receive one increment for each year of service until maximum has been reached.
- (b) Increments in annual salary shall become effective on the 1st of September each year except as given in (c) and (d) below:

ARTICLE 7 CONTINUED

- (c) Subject to paragraph (d):
 - (i) A teacher who begins employment with the Fort Carry School Division prior to January 31st shall have the first increment on September 1st following, and yearly thereafter.
 - (ii) A teacher who begins employment with the Fort Carry School Division after January 31st shall receive an increment on February 1st of the following year and yearly thereafter.
- (d)
 - (i) Where a teacher whose normal increment date is September 1st, as determined by paragraph (c) (i), has accrued an additional year of completed experience as recognized by the Department of Education, by February 1st of any year, that teacher shall receive an increment on that February 1st and yearly thereafter.
 - (ii) Where a teacher whose normal increment date is February 1st as determined by paragraph (c) (ii), has accrued an additional year of experience as recognized by the Department of Education, by September 1st of any year, that teacher shall receive an increment on that September 1st and yearly thereafter.
 - (iii) Where a teacher has had an increment date change pursuant to this paragraph and, at some point in the future again qualifies for an increment date change in accordance with this article, the provisions of this article shall again apply.

ARTICLE 8 - INCREASED QUALIFICATIONS

- (a) Each teacher who gives written notice to the Division by December 31, 1986, that he is already embarked upon a program of improving his educational qualifications, shall, at the time he is placed in the higher classification resulting from this program be placed at the step of the schedule in accordance with the 1984 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification.
- (b) Each teacher in Classes I, II and III who increases his educational qualifications which results in a higher classification shall be placed at the step of the schedule in accordance with the 1984 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification.
- (c) After December 31, 1986, each teacher in Classes IV, V, VI and VII who increases his educational qualifications which results in placement in a higher classification shall be placed at the step of the schedule in accordance with the 1984 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification, provided that:
 - (i) prior to commencing upon a program leading to increased qualifications the teacher gives written notice to the Division of his intention to do so; and
 - (ii) the Division does not, within 60 days of receipt of such notice, advise the teacher, in writing, that, in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.

ARTICLE 8 CONTINUED

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

- (d) In coming to a conclusion that the improved qualifications would not be of benefit to the educational needs of the Division, the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.
- (e) When the Secretary-Treasurer is in receipt of a Verification of Classification" notice between the first and fifteenth of any given month, on behalf of a teacher who has improved qualifications, the effective date of the increased salary related to such improved qualifications shall be the first of that month. Where this notice is received by the Secretary-Treasurer between the sixteenth and the end of the month, the effective date of the increased salary shall be the first of the month immediately following the month of receipt of such notice. Where such notice is received during July or August, such increase shall become effective on September 1, immediately following. The increased salary shall be reflected in the salary cheque issued at the end of the month during which such increase becomes effective.

ARTICLE 9: PRINCIPALS AND VICE-PRINCIPALS SALARY SCHEDULE

- (a) The principal or vice-principal of a school, once appointed shall receive a salary composed of the base salary as outlined in paragraph (b) plus an enrollment supplement as outlined in paragraph (c).

<u>Principal's Base Salary Schedule</u>				<u>Vice-Principal's Base Salary Schedule</u>			
For the period January 1, 1985 to December 31, 1985:				For the period January 1, 1985 to December 31, 1985:			
<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
\$45,467	\$47,422	\$49,376	\$51,330	\$41,048	\$43,002	\$44,957	\$46,912
For the period January 1, 1986 to December 31, 1986:				For the period January 1, 1986 to December 31, 1986:			
<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>	<u>Step IV</u>
\$46,831	\$48,845	\$50,857	\$52,870	\$42,279	\$44,292	\$46,306	\$48,319

- (c) (i) The principal or vice-principal shall receive an enrollment supplement effective January 1st of each year. This enrollment supplement is determined as follow:
- | | |
|---|--------------------|
| For Principals: | For 1985: |
| Average month end enrollment for the months of September, October, November and December of preceding calendar year, to a maximum of 850, less 400. | x \$20.86/pupil/yr |
| | For 1986: |
| | x \$21.49/pupil/yr |

ARTICLE 9 CONTINUED

For Vice-Principals:

Average month end ~~enrollment~~
for the ~~months~~ of September,
October, November and December
of the preceding calendar year,
to a maximum of 850, less 450.

For 1985:
x \$20.86/pupil/year

For 1985:
x \$21.49/pupil/yr

- (ii) ~~Enrollment~~ means that each pupil will be counted as one pupil, grades K to 12 inclusive.
- (d) Notwithstanding any other paragraph in this article, the principal of a school with an average enrolment below 100 as determined in paragraph (c) shall receive a salary equal to the salary of a Vice-principal in a school with an average enrolment of 575.
- (e) When the Board ~~appoints~~ a vice-principal in accordance with Article 10 (e), that vice-principal shall be defined as ~~s~~ 1/2 time vice-principal. The salary of this vice-principal shall be 50% x the salary determined for a vice-principal and 50% x the salary as a teacher as determined by Article 4.
- (f) When the Board ~~makes~~ a discretionary appointment of a Vice-principal in a school with an average enrolment below 450 in accordance with Article 10 (d), that vice-principal shall be defined as a 3/4 time vice-principal. The salary of this vice-principal shall be 75% x the salary determined for a vice-principal in a school with an enrolment of 450 plus 25% x the salary as a teacher as determined by Article 4.
- (g) When the criteria outlined in paragraph (h) applies to an individual, that individual becomes eligible for a "frozen salary". A frozen salary means that that individual's salary shall remain frozen at the level of his preceding position until the salary of his new position reaches or surpasses the frozen salary.
- (h) "Frozen Salaries" as defined in paragraph (g) shall apply when the following criteria are met:

The following sub-paragraphs (i) and (ii) shall apply to principals and vice-principals:

(i) **Board Initiated Transfers:**

Where the Board initiates a transfer from one administrative position to another administrative position, both of which are covered by Article 9 of this agreement.

(ii) **Disability:**

Where an administrator, who has served at least five consecutive years as a principal or vice-principal in the Division, suffers a physical or mental disability, which, at the sole discretion of the Board after review of medical diagnosis, precludes his continuing to serve in his current principalship or vice-principalship, and the Board initiates a transfer to any other position, whether or not that position is covered by Article 9 of this agreement.

ARTICLE 9 CONTINUED

The following sub-paragraph (iii) shall apply to principals only:

School Closure

Where the Board has closed a school and the principal of that school has been transferred to another position whether it is covered by Article 9 or not.

- (i) Paragraphs (g) and (h) shall not be applicable to principals or vice-principals who request to be transferred to another position whether or not that position is covered by Article 9 of this agreement.

- (j) This paragraph is effective on and from January 1, 1986:

- (i) Where, during a school year or at the end of a school year, the Board has made a decision, either,

- aa) to transfer out of a school either blocks of pupils by program or by grade, or,
bb) to re-arrange school boundaries which results in a loss of pupils to a school,

the principal or vice-principal of that school, provided that individual continues to hold that position in that school, may count in the average month end enrollments, as set out in paragraph (c), the number of pupils so transferred solely for the purpose of calculating the amount of the enrollment supplement to be paid. The pupils so transferred may be counted in the average month end enrollments as set out in paragraph (c) for a maximum of one year.

- (ii) Where, during the same school year or at the end of the same school year identified in sub-paragraph (i), the Board has made a decision either,

- aa) to transfer into a school either blocks of pupils by program or by grade, or
bb) to re-arrange school boundaries which results in a gain of pupils to a school,

the number of pupils counted in the average month end enrollment for any principal or vice-principal pursuant to sub-paragraph (i) shall be reduced by the number of pupils determined pursuant to sub-paragraph (ii).

- (iii) Notwithstanding Article 21(3), where, during the fall term of the year when the principal's or vice-principal's salary has been determined through the application of this paragraph, that principal or vice-principal commences a year of sabbatical leave, the salary paid during the sabbatical leave shall be determined after having excluded the effects of this paragraph from January 1 onwards of the next calendar year,

- (k) Where a principal or Vice-principal is awarded sabbatical leave or deferred salary leave, that principal or vice-principal shall return to the same position or one similar to that occupied at the time the leave was granted.

ARTICLE 10 - ESTABLISHMENT OF PRINCIPALSHIPS AND VICE-PRINCIPALSHIPS

- (a) Placement on the schedule in Article 9 shall be determined by the number of years as principal with the Fort Garry School Division No. 5. Applicants with experience as a supervising principal elsewhere may be awarded Step placement at the discretion of the Board. In general, such experience is expected to have immediately preceded the appointment. In exceptional circumstances, the Board shall have the right to give credit for interrupted administrative experience to applicants from the outside or within the Division.
- (b) On promotion to a principalship within the Division, a newly appointed principal shall receive a salary of whichever is the greater of:
- (i) His former salary as a teacher plus \$1,557.00 OR
 - (ii) His salary as determined in Article 9. He shall then proceed on yearly increments to the maximum according to the schedule outlined in Article 9.
- (c) A vice-principal shall be appointed whenever the average enrolment as determined in Article 9, paragraph (c) reaches 450 and shall have a total salary equal to the greater of:
- (i) His former salary as a teacher plus \$1,557.00 OR
 - (ii) His salary as determined in Article 9.
- He shall be on the step in accordance with his years of service as a vice-principal, irrespective of the service of the principal.
- (d) The Board shall have the discretion of appointing 3/4 time vice-principals or full-time vice-principals in schools with average enrolment below 450.
- (e) A 1/2 time second vice-principal shall be appointed in a school when the average enrolment as determined in Article 9 (c) reaches 850.
- (f) Whenever a vice-principal is appointed in accordance with paragraph (c) of this article, the actual date of appointment shall be at the discretion of the Board but, shall be made effective not later than August 15, of the following school year. Whenever the enrollment in a school declines below 450 as outlined in paragraph (c) of this article, the vice-principalship established under paragraph (c) shall be discontinued at June 30 of that school year unless the Board, in its discretion, makes an appointment pursuant to paragraph (d).

ARTICLE 11 - HEAD TEACHERS

- (a) On the recommendation of the principal through the Superintendent to the Board, on or before September 30th in each year, a head teacher shall be appointed by the Board for each school not provided with the services of a vice-principal. The appointee shall act as principal during the absence of the principal. The head teacher shall receive a payment of an annual allowance equal to 2.7% of the amount in STEP I of the Vice-Principal's Base Salary Schedule as outlined in Article 9 (b).
- (b) On request of the principal and with approval of the administration, a substitute teacher may be engaged to relieve the head teacher of teaching duties during the principal's absence.

ARTICLE 11 CONTINUED

- (c) During the principal's absence, a head teacher, with the approval of the superintendent, has the authority to engage a substitute teacher to relieve the head teacher of teaching duties.
- (d) The Board, in its sole discretion, may appoint a head teacher to any school not meeting the criteria in paragraph (a) and pay that head teacher the allowance set out in paragraph (a).
- (e) An acting head teacher who is designated to act as head teacher when the principal and vice-principal or principal and head teacher are absent from the Division shall receive an allowance equal to 1/200 of 6% of Step I of the Vice-Principals' Base Salary Schedule as outlined in Article 9 (b) for each day of such absence.

ARTICLE 12 - DEPARTMENT HEADS

- (a) Department Heads shall be appointed annually in each of the colleges for each of the following subject areas when the number of teachers in the subject field reaches four. The appointments shall be made by the Board on the recommendation of the Superintendent and collegiate principals, on or before June 30 of each year for the following school year.

English	Mathematics	Guidance
Second Languages	Science	Home Economics
Social Studies	Business Education	Industrial Arts
Physical Education		

- (b) Where the number of teachers in a department is less than the number required to sustain a head, the Board shall have the right to initiate a temporary headship at a stipend as follows:

For the period January 1, 1985 to December 31, 1985 - \$820 per annum.
For the period January 1, 1986 to December 31, 1986 - \$845 per annum.

- (c) Department Heads will receive an allowance as follows:

For the period January 1, 1985 to December 31, 1985 - \$1,206 per annum.
For the period January 1, 1986 to December 31, 1986 - \$1,242 per annum.

ARTICLE 13 - SUPERVISORS' SALARIES

SUPERVISORS' SALARY SCHEDULE

For the period January 1, 1985 to December 31, 1985:

<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
\$41,705	\$43,253	\$45,085

ARTICLE 13 CONTINUED

For the period January 1, 1986 to December 31, 1986:

<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
\$42,956	\$44,551	\$46,438

ARTICLE 14 - SUBSTITUTE TEACHERS

(a) **Rates**

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

For the period January 1, 1985 to December 31, 1985:

Class 1 - 3 \$57.77 plus \$3.47 holiday pay = \$61.24
Class 4 - 7 \$68.24 plus \$4.09 holiday pay = \$72.33

For the period January 1, 1986 to December 31, 1986:

Class 1 - 3 \$59.52 plus \$3.56 holiday pay = \$63.08
Class 4 - 7 \$70.29 plus \$4.21 holiday pay = \$74.50

Substitute rates shall be as per Article 14 (a) or (b) whichever is the greater.

(b) **Prolonged Substitution**

After 7 consecutive days of substituting, a substitute in one classroom, or for one teacher, shall be regarded as one taking the place of a teacher on leave and shall be paid according to qualification and experience under Article 4, retroactively to the first day of such service. Substitute teachers paid pursuant to this paragraph shall not be paid at a rate higher than that provided for at the maximum salary of Class 4.

ARTICLE 15 - TENURE

Tenure Beyond Superannuation Date

Teachers over superannuation date may be retained on staff on a 'year-to-year' renewal basis.

ARTICLE 16 - INDUSTRIAL ARTS TEACHERS

- (1) The Board may award a Class IV standing to industrial Arts Teachers holding a B.Sc. in Industrial Arts if it deems the qualifications to be closer to a P1A4 rating than to a P1A3. (Note: These circumstances tend to arise in respect to American degrees where education subjects are undergraduate rather than graduate as is the case in Manitoba).
- (2) Where acceptable to the Board, each three years of non-teaching experience related to the duties of the Industrial Arts teacher may be counted as one year teaching experience up to (but not beyond) the maximum as determined in Article 4.

ARTICLE 17 - DEDUCTION OF PROFESSIONAL FEES

- (a) Professional **fees** for a school year will be deducted from every teacher who has not given written notice to the Board before September 15th that he or she is not a member of The Manitoba Teachers' Society. These deductions will **be** made in ten equal monthly instalments, according to the scale of **fees** established by The Manitoba Teachers' Society, starting with the September cheque. Each monthly instalment will be forwarded to the Central Office of The Manitoba Teachers' Society, normally not later than the tenth day of the following calendar month.
- (b) Fort **Garry** Teachers' Association **fees** will be deducted from the September cheque of every teacher who has not given written notice to the Board before September 15th that he or she is not a member of The Manitoba Teachers' Society. These deductions will be made in accordance with the current rate of **fees** as set by the Fort **Garry** Teachers' Association. The fees will be remitted to the Fort Gerry Teachers' Association during the month of October.
- (c)
 - (i) A substitute teacher who submits a request on a consent form approved by the Board, to have Manitoba Teachers' Society professional **fees** and Fort **Garry** Teachers' Association **fees** deducted from his substitute teachers' pay will have those **fees** prorated and deducted monthly, based on the number of days worked in that specific month.
 - (ii) **Fees** subject to subsection (a) will be submitted as stated in subsection (a).
 - (iii) Fees subject to subsection (b) will be submitted monthly.
- (d) For new employees, deduction of professional **fees** as set out in paragraph (a) shall **become** effective **from** the start of the full pay period immediately following the commencement of employment.

ARTICLE 18 - SALARY CONTINUANCE INSURANCE

The Board will contribute to the Salary Continuance Insurance Plan as follows:

- (a) The Board will pay one-half and the Teachers will pay one-half of the premiums.
- (b) **Premiums** will be deducted on a monthly basis.
- (c) Teachers employed by the Fort **Garry** School Division **No. 5** subsequent to the signing of the Agreement dated March, **1969**, are required to join the Salary Continuance Insurance Plan.

ARTICLE 19 - SICK LEAVE

- (a) Subject to paragraph (b), sick leave shall be provided at the rate of **20** days **per** school year to a maximum of **80** days accumulation. Commencing September **1**, **1985**, the maximum accumulation shall be **100** days.
- (b)
 - (i) Except **as** hereinafter provided, each teacher shall **be** permitted to **use** the **20** sick leave days provided in any school year after at least **one** day of active teaching service, on a contract, during that school year.

ARTICLE 19 CONTINUED

- (ii) The provision of 20 sick days in any year shall be prorated in the following circumstances:
- (a) Where a teacher commences employment at a time other than the commencement of the fall term.
 - (b) Where a teacher returns from a leave at a time other than the commencement of the fall term.
 - (c) Where a teacher terminates employment during the school year for reasons other than sickness.
 - (d) Where a teacher commences an unpaid leave of absence for reasons other than sickness.
- (iii) For purposes of paragraphs (b) (ii), proration of the 20 sick days provided in any year shall be calculated as set out below:
- $$\frac{\text{No. of days of actual teaching service (including paid sick days)}}{\text{Total no. of teaching days in the school year}} \times 20$$
- (iv) Sick Leave accumulation balances shall be rounded to the nearest whole day.
- (v) Teachers who are away on sick leave and who are receiving salary payments from the Division shall continue to accumulate sick leave credits during their absence.
- (c) Sick leave shall not be payable for injury received at gainful employment at another job.
- (d) When a teacher suffers an on-job injury and is absent from work as a result of that injury, the Board shall continue to pay the salary of that teacher during such absence limited to the extent of the accumulated sick leave balance at the time of suffering the on-job injury. The period of time absent from work as a consequence of the on-job injury shall not be charged against the accumulated sick leave balance.

ARTICLE 20 - LEAVE OF ABSENCE

(a) **For Executive Duties:**

A teacher, being a member of The Manitoba Teachers' Society Executive Committee, or of the Executive Committee of any branch thereof, or of any special Committee of the Society, or being appointed an official representative or delegate of the Society, or branch thereof, and being authorized by the Executive Committee of the Society to attend a meeting of the Committee of which he is a member, or to act as a representative or delegate of the Society or of any branch of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meeting or to act as such representative or delegate and shall be excused from school duties for either purpose, provided that the cost of the substitute is assumed by the Society and shall not be charged upon the Board concerned. No additional leave of absence beyond five days in a school year shall be taken for the purpose mentioned above, except with the consent and approval of the Board. Maximum days allowed the Association in combined total shall not exceed 22 days in a school year. No additional leave of absence beyond 22 days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board.

ARTICLE 20 CONTINUED

(b) **Leave for Association President:**

The Teachers' Association President shall be permitted leave from teaching duties for up to **50%** of the time providing details of this leave have been approved by the Superintendent prior to such leave. The Superintendent shall consult with the principal and president-elect before making his decision concerning details of such leave. The Teachers' Association shall reimburse the Division for the **salary** and fringe benefits of the President while on such leave.

(c) **Bereavement Leave:**

An employee shall be granted up to four (4) regularly scheduled consecutive work **days'** leave without **loss** of salary **or** wages in the case of death **or** serious illness in the immediate family, defined as spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandmother, grandfather. Short term absences on **compassionate** grounds, either with **or** without **loss** of pay, **may** be granted at the discretion of the Superintendent.

(d) **Adoptive Leave:**

By May **31**, a teacher shall provide s **statement** of intent to adopt, during the following school year, to the Superintendent. A minimum of **10** working days notice must be provided by the teacher to the Superintendent in order to be granted adoptive leave, which will be without pay. The length of adoptive leave will be a maximum of **17** weeks.

(e) **Maternity Leave:**

The Employment Standards Act shall apply, however, a period of maternity leave longer than contemplated in the **Employment Standards Act** **may** be agreed between the teacher and the Board to 'their mutual **satisfaction** and **may** include a determination that when the maternity leave expires during a school term, the teacher **may** return to work **at** the commencement of the term immediately following the expiration of the leave. For the purpose of **this** section "**term**" means either the months of September to December or January to June, **or** the commencement of a semester, as the **case** may be.

(f) **Persona** returning **from** deferred salary leaves and sabbatical leaves shall be **reinstated** in the same position **or** in a comparable position to the one held at the commencement of the leave with not **less** than the same wages and **benefits**.

ARTICLE 21 - SABBATICAL LEAVE

(1) **Tenure:**

(a) Sabbatical in general shall **mean** seven years of tenure with the Division. However, the Board **shall** have the prerogative of granting sabbatical leave in particular **cases** worthy of consideration which would not qualify under the seven-year tenure clause.

(b) **Teachers** with **seven** or **more** full years in the Division shall have the **first** priority.

ARTICLE 21 CONTINUED

(2) Number Eligible in Any One Year:

- (a) In general, the allowable percentage will be 2% of total staff, (1% based on teacher applications, 1% on Board recommendation). No more than 6% of any one school's staff shall be granted sabbatical leave during any one school year.
- (b) A principal shall not deny recommendation of an individual teacher, for reason of weakening staff, for more than one year.
- (c) Where all other considerations are very nearly equal, seniority shall be the basis for awarding leave.

(3) Sabbatical Remuneration:

- (a) Remuneration while on Sabbatical Leave shall be two-third8 of the basic salary (outlined in Article 4) received by the teacher in the year completed before leave is granted.
- (b) Teachers with ten years' experience in the Fort Garry School Division No. 5 will receive two-thirds of their total salary.

(4) Time of Submission:

All applications must be submitted not later than February 1st of the year in which consideration is asked.

(5) Approval:

- (a) Sabbatical leave will be granted for further study. The merit of the particular program chosen should be set forth by the teacher applying in a letter to the Board.
- (b) Applications must bear the recommendations of the principal and the Superintendent and receive approval of the Board. The Board will have final authority in granting leave and selecting in cases where there are more requests than would be covered by the two percent as shown in Section 2 above.

(6) Payment:

Payment of the award shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the award will be made with the provision that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, he shall repay the amount received as set out below:

- (a) If not returning - full repayment
- (b) If returning for 1 year only - 50% repayment

If a teacher fails to return after sabbatical, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.

ARTICLE 21 CONTINUED

- (7) (a) For purposes of paragraph 1 (a), the calculation of service, for determining eligibility of sabbatical leave, shall be based on length of continuous employment with the Board commencing with the first teaching day after his most recent day of hiring with the Board. Approved leaves of absence shall not constitute a break in continuity of service. The method of calculation is as set out in Section V of Article 23 of this agreement.
- (b) With respect to paragraph (2) (a), when the calculation of multiplying 2% times the full time equivalent staff within scope of the Memorandum of Agreement as at September 30 of the previous calendar year results in a product with a decimal less than .5, the number of sabbaticals shall be rounded downwards to the next whole integer and where the decimal is .5 or greater, the number of sabbaticals shall be rounded upwards to the next whole integer. For purposes of the calculation, the number of staff shall exclude any staff member on any leave including sabbatical leave, deferred salary leave, maternity leave, leave of absence, teachers on long term disability, D.N.D. leave, secondments, or for any other leave for which another teacher has been engaged and included in the calculation.
- (c) No fractional components generated by the calculation in paragraph (2) (a) for any current or past year shall be carried forward to form additional sabbatical leaves in any subsequent year.
- (d) Any unsubscribed sabbatical leaves shall not be carried forward for eligible use in any subsequent year.
- (e) The granting of a sabbatical leave for a part-time teacher shall be considered as the granting of the sabbatical leave, not a portion of a sabbatical leave. The fact that a teacher may have been part-time the previous year would have a bearing only on the salary paid to that teacher during the year of sabbatical leave.
- (f) Paragraph 7, in its entirety, shall represent an interpretation and intent by the parties with respect to paragraphs (1) (a) and (2) (a), effective for 1985. There shall be no retroactive application to years prior to 1985.
- (g) With respect to paragraph 6, the service requirements referred to represent only school years and do not represent full time equivalent years of service.

ARTICLE 22 - CAR ALLOWANCE

All teachers who are required to use their private cars shall receive a travel allowance of 2¢ per kilometer.

ARTICLE 23 - LAYOFF

- (1) Where it is determined by the Board that a layoff 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 service with the Board.

ARTICLE 23 CONTINUED

- (2) Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a layoff, ~~if~~ such teacher does not have the necessary training, academic qualifications, experience and ability, for a specific teaching assignment within the Division.
- (3) **Definitions**
- (a) **Training**: Instruction received as preparation for the profession of teaching, ~~which instruction leads to the development of a particular skill or proficiency with respect to a particular subject~~ **or** subjects.
 - (b) **Academic Qualifications**: Refers to the classification in ~~which~~ a teacher is placed by the Administration and Teacher Certification Branch of Manitoba Education.
 - (c) **Experience**: The practical application of the training ~~over~~ a period of time with respect to the particular subject ~~or~~ subjects.
 - (d) **Ability**: A teacher's demonstrated skill and competence to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience.
 - (e) **Length of Teaching Service**: The teacher's length of ~~continuous employment~~ with the Board commencing with the first teaching day after his ~~most~~ recent day of hiring with the Board. Approved leaves of absence shall not constitute ~~a~~ break in continuity of services.
 - (f) **Specific Term Contract**: A contract, either verbal or written whereby a teacher ~~is~~ hired to teach a specific subject or subjects for a specific term during ~~all~~ or any part of ~~a~~ school year.
 - (g) **School Year**: The period of time from the commencement of a school term on or about the ~~1st~~ day of September of a particular year to the end of the term in the month of June next following.
- (4) (a) In the event of ~~an~~ impending layoff, the Board ~~shall meet~~ with the executive of the Association to discuss the implications of the layoff and shall provide the Association with a ~~list of teachers to be~~ laid off. The meeting ~~shall~~ be held no later than the 15th day of April in any school year.
- (b) The Board shall maintain a seniority list showing the date upon which each employee's ~~service~~ commenced and the total length of service for the purpose of determining seniority.
- (5) Length of teaching service shall ~~be determined~~ on the basis of the following:
- (a) The teacher's length of ~~continuous employment~~ with the Board commencing with the first teaching day after ~~one's most~~ recent day of hiring with the Board.
 - (b) Where teachers have the same length of continuous employment with the Board, the length of teaching service shall ~~be determined on the basis of total~~ teaching experience in the Division.

ARTICLE 23 CONTINUED

- (c) Where teachers have the ~~same~~ length of service ~~as~~ in (b) the length of teaching experience shall ~~be~~ determined on the basis of total recognized teaching experience.
 - (d) Where teachers have the ~~same~~ length of service as in (c), the length of teaching service shall be determined on the basis of total recognized teaching experience in Manitoba.
 - (e) If the length of teaching service, as in (d) is equal, the teacher to be laid off shall be determined ~~as~~ per signature date of respective contracts.
- (6) Notice of any layoff shall be given to the teachers no later than the 15th day of May.
- (7) If, after layoffs have occurred and for a period of two (2) calendar years after the 30th of September following the date of layoff, positions become available, teachers who have been laid off and have given written notice that they wish to be recalled, shall be offered the positions first, providing such teachers have the necessary training, qualifications, experience and ability for the position available. Length of service with the Board will be used to determine the order in which laid off teachers are offered the available positions, provided that the said teachers have the necessary training, qualifications, experience and ability.
- (8) Teachers shall keep the Board informed as to their current address.
- (9) Teachers shall be recalled by registered mail and must reply by registered mail within fourteen (14) days of receiving the letter of recall. Failure to contact the Board shall result in the loss of all recall rights. If a teacher refuses a position for which that teacher is qualified, such teacher shall lose all rights to recall.
- (10) If a teacher is recalled as provided in (7) above, the following will not be affected:
- (a) accumulated sick leave gained prior to being laid off, but sick leave shall not be accrued for the period of time of the layoff;
 - (b) seniority gained prior to being laid off, but seniority shall not be accrued for the period of time of the layoff.
- (11) A teacher shall lose seniority for any of the following reasons:
- (a) The teacher resigns.
 - (b) The teacher becomes employed by another school board except in the case of employment under a limited term contract.
 - (c) The teacher fails to return to work after the termination of any leave granted by the Board.

ARTICLE 23 CONTINUED

- (d) The teacher is not re-employed within two (2) calendar years after September 30 following the date of layoff.
 - (e) The teacher's contract is terminated for cause.
 - (f) 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.
- (12) Notwithstanding any other provisions of this article, the foregoing layoff provision shall not apply to a teacher continuously employed by the Board under an approved form of agreement for a full school year **or less**, as defined by the Minister by regulation, or to a teacher employed on a limited term contract not to exceed one (1) school year where during that term the teacher is employed on the express written understanding that the teacher's employment with the Board will cease at the end of such term, provided however, no teacher shall be laid off who has been employed by the Board under an approved form of agreement for more than one (1) full school year as defined by the Minister by regulation, where a teacher with a full school year or less of employment under an approved form of agreement or a limited term contract not to exceed one (1) school year has not been laid off, having regard to the necessary training, academic qualifications and ability required for a specific teaching assignment of such teacher employed under a limited term contract of a teacher continuously employed by the Board under an approved form of agreement for a full school year **or less as defined by the Minister** by regulation.

ARTICLE 24 - PROVISION FOR SETTLEMENT OF DIFFERENCES

- (a) Where there is a difference between the parties to, or persons bound by this agreement, or on whose behalf it was entered into, concerning its content, meaning, application or violation, the aggrieved party shall, within sixty (60) teaching days of the event giving rise to the difference or alleged violation, or, within sixty (60) teaching days from the date on which the grievor became aware of the event giving rise to the difference or alleged violation, whichever is later, notify the other party in writing stating the nature and particulars of the difference and the solution sought.
- (b) If the difference is not settled within ten (10) teaching days from the date when the aggrieved party notifies the other party, in writing, of its desire to have the difference negotiated, the difference shall, upon written request by either party be submitted to a single arbitrator as herein prescribed.
- (c) A single arbitrator shall be selected jointly by the parties whose decision regarding the difference between the two parties or alleged violation, shall be limited to the difference or grievance outlined in the statement or statements submitted by the parties but the decision shall not have the authority to vary, add to, delete from, change or disregard any provision of this agreement.

ARTICLE 24 CONTINUED

- (d) In the event that the parties **are** unable to agree upon a single arbitrator within ten (10) teaching days from the day one party notified the other party of **its** desire to have the difference submitted to arbitration, each party shall nominate one member ready, willing and able to sit **on** an arbitration board, and the two members so selected shall, within a further period of ten (10) teaching days, nominate a chairperson, ready, willing and able to serve in the capacity of chairperson of the arbitration board. In the event of the failure of the **first** two mentioned members of the board to agree upon the selection of a chairperson the matter shall **be** referred by them to the Chief Justice of the Manitoba Court of Appeal who shall choose the chairperson.
- (e) The costs of arbitration shall be shared equally by both parties to this agreement.

ARTICLE 25 - NEGOTIATING-LIAISON COMMITTEE

for the purpose of clarification of possible differences of interpretation of the Collective Agreement and for the maintenance of the good relations that exist between the Board, and the Teachers' Association; both **parties** agree that the Chairman of **the** Board, Chairman of the Negotiating Committee of the Board, and the Superintendent along with the President of the Local Association, the Chairperson of Teacher Welfare of the Association and the Chairperson of the Negotiating Committee of the Association shall form a Committee to discuss any differences in the interpretation of this Collective Agreement in order to find a solution to the problem.

DATED at Winnipeg, Manitoba, this 12th day of December A.D. 1986.

SIGNED AND AGREED **ON** BEHALF OF THE

FORT GARRY SCHOOL DIVISION NO. 5

Chairman

Secretary-Treasurer

SIGNED AND AGREED **ON** BEHALF OF THE

FORT GARRY TEACHERS' ASSOCIATION NO. 5

President

Chairperson, Negotiating Committee

Letter of Understanding

Between

THE FORT GARRY SCHOOL DIVISION NO. 5

- AND -

FORT GARRY TEACHERS' ASSOCIATION NO. 5

The Fort Garry Teachers' Association and the Fort Garry School Division No. 5 agree that, to facilitate the resolution of complex educational issues, ad hoc committees be established as follows:

1. Professional Development/Sabbatical Leave
2. Department Heads
3. Early Retirement Incentive Plan
4. Use of Auxiliary Personnel
5. Class Size

It is recommended that no more than two of these committees be in existence at any one time.

Dated at Winnipeg, Manitoba, this 30th day of April A.D. 1984

SIGNED AND AGREED ON BEHALF OF THE

FORT GARRY SCHOOL DIVISION NO. 5

Chairman

Secretary-Treasurer

SIGNED AND AGREED ON BEHALF OF THE

FORT GARRY TEACHERS' ASSOCIATION NO. 5

President

Chairperson, Negotiating Committee

ADDENDUM
Letter of **Understanding**
dated April **30**, 1984
~~between~~ the

THE FORT GARRY SCHOOL DIVISION NO. 5

- and -

FORT GARRY TEACHERS' ASSOCIATION NO. 5

The parties agree that the following be considered as forming part of the Letter of Understanding dated April 30, 1984:

6. Process regarding the discontinuation of vice-principalships.

DATED at Winnipeg, Manitoba this 12th day of December A.D. 1986

SIGNED AND AGREED ON BEHALF OF THE -

FORT GARRY SCHOOL DIVISION NO. 5

Chairman of the Board

Secretary-Treasurer

SIGNED AND AGREED ON BEHALF OF THE -

FORT GARRY TEACHERS' ASSOCIATION NO. 5

President

Chairperson, Negotiating Committee

