

SOURCE	SOC.		
EFF.	87	01	01
TERM.	87	12	31
No. OF EMPLOYEES	305		
NOMBRE D'EMPLOYES	A.B.		

1987
COLLECTIVE AGREEMENT BETWEEN
THE SEINE RIVER SCHOOL DIVISION NO. 14
AND
THE SEINE RIVER TEACHERS ASSOCIATION ND. 14
OF
THE MANITOBA TEACHERS' SOCIETY

The Parties hereby mutually covenant and agree as follows:

ARTICLE 1 - PURPOSE

1.01 The purpose and object hereof is to establish a salary schedule and other conditions of employment for teachers in the employment of the Division and to promote the improvement of the professional and academic standards of such teachers to the benefit of education within the Division.

ARTICLE 2 - EFFECTIVE PERIOD

2.01 ~~This agreement shall come into force and effect as from the first day of January A.D. 1987~~ and shall remain in force for one year from that date and shall automatically renew itself thereafter from year to year unless either party gives the other written notice by registered mail, of the desire to amend, renew, or terminate this agreement on or before the 31st of October of the calendar year in which termination or amendment is desired.

ARTICLE 3 - QUALIFICATIONS AND CLASSIFICATIONS

3.01 - **Educational Qualifications**

(a) **Standard Classification**

Effective January 1st, 1982 any teacher entering the Division shall be placed on the salary schedule in accordance with the following classification awarded to them by the Manitoba Department of Education.

*Permanent Second Class	Class 1
*Permanent First Class I-IX	Class 1
*Permanent First Class, Grade "B"	Class 1
*Permanent First Class, Grade "A"	Class 2
*Bachelor of leaching	Class 3
*Collegiate	Class 4
Professional	Class 4
Four year Bachelor of Education	Class 4
Four year Integrated Bachelor of Education	Class 4
Vocational-Industrial	Class 4
Vocational Business Education	Class 4
Industrial Arts	Class 4
Bachelor of Science (Arts and those four year academic Bachelor degrees approved by the Universities Grants Commission or their equivalents plus one year of professional study)	Class 5
Two or more Bachelor's degrees (approved) plus one year of professional study	Class 5

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ARTICLE 3 CONTINUED

3.01 Continued

Bachelor of Education (After Degree)	Class 5
Five year Bachelor of Education	Class 5
Bachelor of Teaching (B.T.) plus Bachelor of Education (after degree)	Class 5
Honour's degree plus one year of professional study	Class 5
Academic degree (e.g. B.A., B.Sc.) plus one year of professional study plus pre-master's year in Education or equivalent	Class 5
Honour's degree plus pre-master's year in Education or equivalent	Class 6
Academic degree (e.g. B.A., B.Sc.) plus Master of Education	Class 6
Master's degree (e.g. M.A.) plus pre-master's year in Education or equivalent	Class 7
Honour's degree plus Master of Education or equivalent	Class 7
Master's degree plus Master of Education or equivalent	Class 7
Ph.D. (e.g. B.A., M.A., Ph.D.) plus one year of professional study	Class 7
Doctor of Education	Class 7

*no longer issued

(b) Permit Teachers

Permit teachers will be classified **one** Class lower than they would be with one year of teacher training. Permit teachers classified **below Class 1** will be paid **\$1200. below the minimum of Class 1.**

(c) Teachers on Letter of Authority

Teachers on Letter of Authority shall be classified midway **between the** minimum of the Standard Classification **they would be in** with **one** year of professional training **and the** minimum of the Standard Classification immediately preceding with a minimum salary of **\$400. below the minimum of Class 1.** Increment rate to be as follows for a **maximum of 2** years. Teachers with 2 degrees - **\$400. per annum,** under 2 degrees - **\$300. per annum.**

3.02 - Allowance for Past Experience

(a) Teachers shall be given credit for **past** experience **at the** increment rate for **each** year of teaching experience as **recognized** by the Department of Education for grant purposes as **at the** beginning of the school year **and** in addition recognition at **the rate of one** increment for **each** full year of teaching **experience** acquired on Letter of Authority to a **maximum** of two years until Class **maximum** is reached.

(b) A teacher with special qualifications **and** related experience in a teaching **capacity** where the **use of** such is **recognized** by the Board, and to the extent to which **such** qualifications **and experience** are required **and** applicable in **the** teaching situation, shall **have the number of** additional increments determined with the Negotiations Committees **of the Board and the Association.**

ARTICLE 3 CONTINUED

3.03 - Reclassification due to additional qualification

Where increased qualifications are secured which qualify a teacher for an advance in classification on the salary schedule, the resulting increase in salary shall, subject to the filing of satisfactory evidence with the Secretary-Treasurer of the Division, become effective as follows:

- (a) When evidence is filed between June 1 and November 15, the increase shall be retroactive to September 1 of the same year;
- (b) When evidence is filed between November 16 and May 31, the increase shall become effective from the first day of the month following the submission of evidence.

Satisfactory evidence shall be documentary evidence that increased qualifications have been registered with the Department of Education.

3.04 - Reclassification due to a change in Evaluation or a Re-evaluation of Qualifications

The onus shall be on the teacher coming on staff of the Board to provide within 60 days of commencement of employment satisfactory evidence of qualification and experience. The salary shall be based on such evidence as is submitted within the said 60 days and any salary adjustment thereafter shall be made effective from the first day of the month following which additional evidence is submitted. Satisfactory evidence shall be documentary evidence that increased qualifications have been registered with the Department of Education. Extension of the 60 day period salary adjustment retroactive to the date of commencement of employment may be granted at the discretion of the Board if and when the delay in submitting evidence is due to circumstances beyond the control of the teacher.

ARTICLE 4 - REMUNERATION

4.01 - Basic Salary Schedule

(a) **Effective January 1st, 1987**

Years of Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
D	17189	19004	21600	25754	27466	28869	30346
1	17938	20017	22819	27125	28923	30371	31915
2	18690	21030	24035	28499	30382	31871	33484
3	19440	22041	25254	29870	31838	33374	35052
4	20192	23053	26471	31241	33298	34877	36622
5	20943	24066	27688	32615	34755	36378	38189
6	21694	25078	28905	33986	36213	37880	39759
7	22446	26092	30124	35359	37670	39382	41329
8				36730	39129	40884	42896
9				38102	40587	42386	44465
10				39476	42046	43887	46036

ARTICLE 4 CONTINUED

4.01 Continued

b) Effective September 1st, 1987

<u>Years of Experience</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	17356	19189	21810	26004	27733	29149	30640
1	18112	20211	23040	27388	29204	30665	32224
2	18871	21234	24268	28776	30677	32181	33809
3	19629	22255	25499	30160	32147	33698	35392
4	20388	23277	26728	31544	33621	35215	36977
5	21146	24300	27957	32932	35093	36731	38560
6	21904	25321	29186	34316	36564	38248	40145
7	22664	26345	30416	35702	38036	39764	41730
8				37086	39509	41281	43313
9				38472	40981	42797	44897
10				39859	42454	44313	46483

4.02 - Annual Increments

The anniversary date for annual increments for all teachers shall be September 1st on the basis of years of experience as at that date as recognized by the Manitoba Department of Education for grant purposes.

4.03 - Administrative Allowances

(a) Principals

From January 1, 1987 every principal shall be paid for his/her administrative and supervisory duties an allowance above his/her salary as a teacher equivalent to the sum of \$500.00 per annum per teacher for the first ten teachers under contract which he/she supervises, and \$250.00 per annum for each additional teacher under contract for which he/she supervises in the school or schools under his/her authority up to a maximum of \$11,000.00. The minimum allowance payable to a principal shall be \$2250.00.

(b) Assistant Principals

From January 1, 1987 Assistant principals shall be paid, in addition to their salary as teachers in accordance with Article 4.01, Basic Salary Schedule, an allowance for administrative and supervisory duties equal to 50% of the principal's allowance.

(c) Acting Principals

From January 1, 1987, in all schools, the Superintendent shall appoint an acting principal, who shall receive an administrative per day allowance of 75% of 1/200 of his principal's yearly allowance in cases of absence of the principal or the assistant principal for 1/2 day or more. The minimum allowance shall be \$10.00 per day and the maximum allowance shall be \$25.00 per day. After 5 consecutive days of replacement, the per day allowance will be 100% of 1/200 of the principal's yearly allowance.

ARTICLE 4 CONTINUED

4.04 - Allowance to Co-ordinators

Each full-time Co-ordinator will receive an allowance in addition to his/her salary as a teacher as follows:

<u>Years of Experience</u>	<u>Jan. 1, 1986 Allowance</u>
0	\$4,986
1	5,190
2	5,389
3	5,590
4	5,793
5	5,995

4.05 - Multi-grade Allowance

Teachers with multi-grade classrooms will receive an allowance for each additional grade as follows:

- 100% of the time - \$300.00
- 75% or more - \$225.00
- 50% or more - \$150.00
- less than 50% of time - \$75.00

4.06 - Substitute Teachers

Substitute teachers will be paid as follows:

(a) Effective on date of signing of the agreement.

- (i) Teachers with grant rating below Class 1 60.00
- Teachers with grant rating equivalent to Class 1, 2 & 3 70.00
- Teachers with grant rating equivalent to Class 4, 5 & 6 80.00

(ii) A substitute teacher who assumes the teaching workload of a particular teacher for 5 consecutive school days or more shall be paid 1/200 of his/her salary under Article 4.01 hereof according to the substitute teacher's classification beginning on the sixth day of continuous substitution.

(b) The above rates include vacation pay credits.

4.07 - Adult Evening Classes

Teachers for Adult Evening Classes shall be paid as follows:

- Class 1, 2 and 3 teachers \$17.86 per hour
- Class 4, 5, 6 & 7 teachers 19.35 per hour

ARTICLE 4 CONTINUED

4.07 - Continued

The rates under the 1986 agreement shall continue to apply to the date of signing of this agreement.

This Article applies only to teachers already in the employ of the Board for day school.

4.08 - **Deduction of Salary for Absence**

In all cases of absence from teaching duties other than illness, compassionate leave or other reasons as granted at the discretion of the Superintendent, any teacher thus absent from duty shall have a maximum of 1/200 of his annual salary deducted for each day of absence from duties.

4.09 - **Interest on Retroactive Pay**

The Division shall pay to members of the Association interest on any retroactive pay which may be paid to such members, on condition that the interest shall be paid for the period of time between the dates the parties apply for arbitration and the date on which any payment is subsequently paid and, in addition, will be paid only on such amounts as would have been outstanding from time to time until such time as payment is finally made. The interest shall be paid on the net pay due each teacher and not the gross pay. Such interest shall be computed at the average rate at which the Division borrows funds during the 12 month period preceding the calculation date or at 8.5% whichever is less.

ARTICLE 5 PAYMENT OF SALARIES

- (a) All salaries are to be paid on a twelve month basis on or before the last teaching Friday of the month, (except the months of December and June when payment shall be made on completion of contractual duties and presentation of semi-annual reports) in each month during the school term. The July and August payments will be cashable on June 30.
- (b) Where a teacher leaves the employ of the Board during the course of a scholastic year, the portion of the salary due for the months of July and August will be paid to the teacher within the first ten (10) days of the month following termination of employment.

ARTICLE 6 - SICK LEAVE

- 6.01 Where a teacher is sick, he/she shall, subject to Article 6.02, be entitled to sick leave during his/her sickness and to be paid his/her salary during his/her sick leave; but subject to Article 6.03 the leave shall not exceed twenty (20) teaching days in any school year.
- 6.02 The Board may require that the sickness be certified by a physician who may be appointed by the Board.

ARTICLE 6 CONTINUED

- 6.03 ~~Where the~~ employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
- 40 days in the second year
60 days in the third year
75 days in the fourth and subsequent years
- 6.04 Article 6.03 shall be deemed to have been in effect for all teachers employed in the Division after January 1st, 1969.
- 6.05 teachers employed on a part time or temporary basis and who have a contract (Form 2 or Form 2A) with the Division, shall be granted sick leave with pay pro-rated based on full-time equivalents.

ARTICLE 7 - MATERNITY LEAVE

- 7.01 Every female employee with one or more years of service in the division covered by the Collective Agreement shall be entitled to maternity leave.
- 7.02 To request maternity leave, the employee shall make written application to the Division not later than four weeks before the leave is to commence. A doctor's certificate giving expected delivery date must accompany the written application.
- 7.03 The conditions of maternity leave shall be determined to the mutual satisfaction of the employee and the Board.
- 7.04 Following the mutual agreement by the employee and the Board on the conditions of the maternity leave to be taken, the Board will provide the teacher with a written memorandum of the agreement, including the statement that, at the termination of the maternity leave, the employee will be reinstated in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.
- 7.05 Where no agreement is reached between the employee and the Board pursuant to Article 7.03, then the employee concerned shall be granted leave according to provisions in current legislation.
- 7.06 Nothing in the foregoing shall reduce the rights of the employee with respect to maternity leave which is provided in current legislation.

ARTICLE 8 - COMPASSIONATE LEAVE

- 8.01 Each teacher shall be allowed compassionate leave without loss of salary up to but not exceeding three days in the case of death or serious illness of any member of the immediate family of the teacher; immediate family to include wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, sister, brother, grandparents. Leave without loss of salary beyond the time and for persons other than provided for herein may be granted at the discretion of the Superintendent.

ARTICLE 9 - DEDUCTION OF PROFESSIONAL FEES

- 9.01 **The Manitoba Teachers' Society membership fees shall be deducted from every teacher who has not given written notice to the Board prior to September 20th that he or she is not a member of The Manitoba Teachers' Society. These deductions will be made in ten equal monthly instalments, starting with the September cheque, in accordance with the current scale of fees and shall be remitted monthly to the M.T.S. office.**
- 9.02 **Local association fees, as determined by the Local Association Executive, shall be deducted from the October and November cheques unless the teacher has given written notice to the Board prior to September 20th that he or she is opposed to the deduction. Teachers employed on a part-time basis shall be deducted the rate based on the fraction of time employed.**

ARTICLE 10 - INSURANCE

10.01 - Group Life

- (a) **The Board will administer the Manitoba Public School Employees Group Life Insurance Plan #22727 according to the terms and conditions of the Master Policy of the said plan.**
- (b) **Unless otherwise excluded, the employees' share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.**
- (c) **All employees coming on staff after the effective date of the implementation of the plan in the Division shall be required to participate in the plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.**

10.02 - Salary Continuance

- (a) **The Board agrees to administer a salary continuance insurance plan when adopted by the Association.**
- (b) **The premium shall be deducted at source for all participants in the plan.**
- (c) **All teachers coming on staff after the effective date of the implementation of the plan shall be required to participate.**
- (d) **The Association agrees that non teaching employees of the Board may join the same salary continuance insurance plan providing premium rates for the teachers are not affected adversely.**

ARTICLE 11 - SABBATICAL LEAVE

- 11.01 **The Board of Trustees may grant a leave of absence to any teacher for the purpose of further study or professional development for such a period of time as the Board may approve.**

ARTICLE 11 - CONTINUED

- 11.02 The **minimum** grant for **one** year of Sabbatical Leave shall be **\$7500**. The Board retains the right to provide an additional allowance over the minimum grant, such amount to be determined by negotiation between the **Board** and the candidate **chosen**.
- 11.03 Applications for **Sabbatical Leave must be** submitted to the Superintendent not later than February **28th** of the school year previous to **the one** for which leave is requested. Final decision of the application will be made by the Board not later than April **15th**.
- 11.04 Other **terms and** conditions of the leave in respect to future service commitments or repayment in lieu of **default of future** service commitment, and terms **deemed** necessary will be incorporated in the individual contract made with the candidate at **the time of** granting said leave.

ARTICLE 12 - COMPLAINTS AGAINST TEACHERS

- 12.01 Where complaint is made to the **Board** respecting the competency or character of a teacher, **Section 92** subsection 4 of **The Public Schools Act** shall apply; which Section reads as follows:

"~~Where~~ a complaint is made to a school board respecting the competency or character of a teacher, the **school** board shall not terminate its agreement with the teacher unless it has **communicated** the complaint to the teacher or his representative and given him an opportunity to appear personally or by representation before the **school** board to answer the complaint ."

ARTICLE 13 - SETTLEMENT OF DISPUTES CONCERNING THIS AGREEMENT

- 13.01 Where a difference arises **between the** parties to or the persons **bound by this** agreement or **on whose** behalf it was entered into concerning its **content**, meaning, application, or violation, either party shall, within **35** teaching days of the event giving rise to the violation or difference, or within **35** teaching days from the date on which the grievor became aware of the event giving rise to the violation or difference, notify the other party in writing, stating the violation or difference and the solutions sought.
- 13.02 Any difference between the parties to, or persons **bound by the** agreement or on whose behalf it was entered into, concerning its **content meaning**, application or violation, which is *not* settled to the satisfaction of the parties within **10** teaching days from the date when the Association takes the matter up with the Division or the Division notifies the Association in writing of its desire to have the difference negotiated, shall, upon the written request of either party, be submitted to an Arbitration Board, consisting of three members. Each of the parties to the dispute shall, within **seven 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 days** after their appointment, shall **meet and select a** chairman. Should the two arbitrators fail to agree upon a chairman, within the required seven days either party may request the Chief Justice of Manitoba to appoint a chairman. **Except** as herein provided the Arbitration Act shall apply.

ARTICLE 13 CONTINUED

- 13.03 Where-a-party to this Collective **Agreement** submits a dispute **under the** Collective **Agreement to an** Arbitration **Board** as aforesaid, **notwithstanding the** time limits **hereinbefore set forth the** parties shall **proceed with the** appointment of the Arbitration **Board and**, if the Arbitration Board is **satisfied that the** irregularity with respect to the time limit **has** not prejudiced **the** parties to **the** Arbitration Board, it **may on its own** initiative or **on** application of **any** party to **the** arbitration, declare **that the** irregularity **does not affect the** validity of **the** decision or award of **the** Arbitration **Board; and the** declaration is binding on the parties to **the** arbitration **and on any** person **affected by the** decision or award **of the** Arbitration **Board.**
- 13.04 **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 **mutatis mutandis** to **the** single arbitrator.

ARTICLE 14 - PREPARATION TIME

- 14.01 **The** Board **recognizes** preparation is essential to improve **the** educational standard **in** **the** Division and accordingly **has** provided preparation time **for** certain teachers in **the** Division **and** will, if possible, maintain **such** preparation time.

ARTICLE 15 - LAY-Off

- 15.01 **When** it is determined **by the** Board **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** Board shall develop a seniority list as hereinafter provided. **Such** a list shall contain **the names of those tenured** teachers having **the** least seniority identified in sufficient numbers to enable **the** Board to **lay-off the** required **number of** teachers after taking **into account the** special **subject, program and** administrative **needs of the** Board. **The Association and the** teacher shall **be** permitted a period of **ten (10)** teaching days after posting of **such list** to protest **in** writing to **the** Board **any** alleged omission or incorrect listing, **but such** protest **shall be confined** to errors **in** or **changes** occurring since **the** posting of **the** last seniority list.
- 15.02 **Notwithstanding the** foregoing, **the** Board shall **have the** right to disregard **the** length of service of **any** teacher in **the 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 **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 **the** teacher is placed by the Administration and teachers' Certification Branch of Manitoba Education.

ARTICLE 15 CONTINUED

15.03 continued

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:

- 1. Seniority for the purpose of this policy is defined to mean the length of continuous teaching experience from the date of last hire with the Division on a current Form 2 contract.**
- 2. Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of total length of employment with the Division.**
- 3. Where teachers have the same seniority as defined in (1) and (2), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.**
- 4. Where teachers have the same seniority as defined in (1), (2), and (3), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.**
- 5. If the length of teaching experience as defined in (1), (2), (3) and (4) is equal, the teacher to be declared surplus shall be determined by the Board.**

15.04 **In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-offs and shall provide the Association with a list of teachers to be laid-off.**

15.05 **Notice of lay-off and a copy of this article shall be given to the teacher by registered mail no later than the first day of May of any school year. The teacher, within ten (10) teaching days of receiving notice of lay-off, shall indicate, in writing of his/her wish to be placed on the re-employment list. Notwithstanding anything else in this article, failure to respond within the time limit specified in this paragraph shall relieve the onus on the Division for that teacher's placement on the re-employment list and the teacher shall lose seniority.**

15.06 **If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid-off and have given notice by registered mail under Article 15.05 above shall be offered the position first as it becomes available, when positions become vacant provided such teachers have the necessary training, academic qualifications and experience for the positions available. Length of teaching service with the Board will be used to determine the order in which the laid off teachers are offered the available positions provided that said teachers have the necessary training, academic qualifications and experience.**

ARTICLE 15 CONTINUED

- 15.07 It ~~shall~~ be the responsibility of the teacher to report an address to which a recall notice can be delivered. Recall notices will be delivered by registered mail to the last reported address given by the teacher and a teacher who is recalled from lay-off shall be required to indicate, notwithstanding any other time limits in this policy, within 15 teaching days of the registered letter being sent, his/her intent to return to work and shall be required to return to work on the date set out in the notice which date shall not be less than one month's calendar days following such notification, unless by written mutual agreement. Failure to respond within the time limits specified or agreed to shall relieve the onus on the Division for that teacher's placement on the re-employment list and he/she shall lose seniority.
- 15.08 A teacher will retain and accrue seniority if absent from work because of:
- a) illness or accident up to the maximum days accumulated under the provisions of the collective agreement;
 - b) a leave of absence up to thirty (30) calendar days;
 - c) maternity leave under the provisions of the Employment Standards Act.
- 15.09 A teacher shall retain but not accrue seniority if the teacher is:
- a) on leave of absence in excess of thirty (30) calendar days;
 - b) laid-off for a period of time less than that set out in Article 15.10 hereof;
 - c) absent because of illness or accident for more than the maximum number of days accumulated under the provisions of the collective agreement;
 - d) sabbatical leave;
 - e) absent because the Division has granted more maternity leave than required by the Employment Standards Act.
- 15.10 Without limiting the generality of the foregoing, a teacher shall lose seniority and the rights to further consideration for employment for any of the following reasons:
- a) the teacher resigns;
 - b) the teacher fails to return to work after the termination of any leave granted by the Board;
 - c) the teacher is not re-employed within one (1) calendar year after September 30th following the date of lay-off;
 - d) the teacher's contract is terminated for cause;

ARTICLE 15 CONTINUED

15.10 continued

e) **any teacher on the re-employment list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and experience to perform the work in the position offered shall forfeit all right of seniority and re-employment.**

f) **the teacher is employed by another School Board on a regular basis and on a Form 2 contract.**

A teacher **who has lost seniority as a result of the application of this article shall be notified as soon as possible that his/her teaching contract has been terminated.**

15.11 **If the Board terminates the contract of a teacher because that teacher is surplus, the Board shall, at the request of the teacher, provide him/her with a letter to this effect.**

15.12 **Notwithstanding any other provisions of this article, the lay-off provisions shall not apply to teachers who are not tenured or to teachers employed on a fixed term contract 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 by the Division.**

Tenure **means the status of a teacher as defined in Sections 92(5) and 92(6) of the Public Schools Act, who is continuously employed by one School Board for more than one full school year or who was employed by one other School Board in the Province for more than one full school year within 3 years prior thereto.**

ARTICLE 16 - ADOPTIVE LEAVE

16.01 **The provisions of The Employment Standards Act with regard to adoptive leave shall apply.**

ARTICLE 17 - PATERNITY LEAVE

17.01 **The provisions of The Employment Standards Act with regard to paternity leave shall apply.**

ARTICLE 18 - PART-TIME TEACHERS

18.01 **Teachers employed under contract on a part-time basis shall be paid a rate based on the fraction of time employed.**

18.02 **Part-time teachers shall be eligible to participate in any employee benefit if such plan allows part-time teachers access to such a benefit plan.**

ARTICLE 19 - DISCIPLINE

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

- a) Where **the** Division or **person(s) acting on behalf of the** Division ~~so~~ disciplines **any** person covered **by** this Collective Agreement **and** where **the affected** person is not satisfied **that the** discipline is for **just cause**, **the** Division's action shall **be deemed to be** a difference **between the** parties to or persons bound by this Collective **Agreement under** Article **13** "**Settlement of Disputes Concerning this Agreement**".
- b) **When such** a difference is referred to a **Board of Arbitration** under Article **13**, **the Board of Arbitration** shall **have the power to:**
 - 1. uphold the discipline
 - 2. rescind the discipline
 - 3. vary or **modify the** discipline
 - 4. order **the Board** to **pay** all or part **of any loss of pay and/or** benefits in respect **of the** discipline
 - 5. do one or more **of the** things set **out** in subclause (1), **(2), (3) and (4) above.**
- c) **The** written warning(s) shall not include "Teacher Supervision **and** Evaluation Procedures" **and amendments** thereto (hereinafter referred to as **the** procedure), **except where the** implementation **of** said procedure against a person covered **by this** Collective Agreement is for the purpose of disciplining said person.
- d) **The** Association agrees **that the** Division **has the** right to **suspend an employee with** or without **pay** for **just cause.**

Dated at Ste Anne, Manitoba this 23rd day of June 1987.

Signed **and** agreed **on behalf of the** Seine River **School** Division **No. 14**

Chairman

Secretary Treasurer

Signed **and** agreed on behalf **of the** Seine River **Teachers'** Association **No. 14 of The** Manitoba Teachers' Society at Lorette, Manitoba this 29 day of June 1987.

Witness

President

Witness

Secretary

MEMORANDUM OF AGREEMENT dated this 23rd day of June, 1987.

BETWEEN: ~ -

The Seine River School Division No. 14
(hereinafter referred to as the "Board")

Party of the First Part,

- and -

The Seine River Teachers' Association No. 14
of The Manitoba Teachers' Society
(hereinafter referred to as the "Association")

Party of the Second Part

The recommendation of the 1986 committee (weighting formula as included in Draft 1 of the 1987 Budget) will be included in the first draft of the 1988 Budget. The Board agrees to consult with the Principals' Association prior to making a final decision on the Budget.

It is agreed that when the recommendations of the committee established by the memorandum of agreement are implemented, that the Division's proposal 4.03 (b)* will be implemented.

SIGNED and AGREED TO on behalf of:

The Seine River School Division No. 14

Chairperson

Secretary-Treasurer

The Seine River Teachers' Association No. 14 of The Manitoba Teachers' Society

President

Secretary

- **Board's proposal 4.03(b) - Add to 4.03(b) of Current Agreement**

"Individuals who are appointed part-time assistant principals after January 1st, 1987 shall be paid the rate based on the fraction of time employed as an assistant principal."