

1986
 COLLECTIVE AGREEMENT BETWEEN
 THE ASSINIBOINE SOUTH SCHOOL DIVISION NO. 3
 AND
 THE ASSINIBOINE SOUTH TEACHERS' ASSOCIATION NO. 3
 OF THE MANITOBA TEACHERS' SOCIETY

SOURCE	SCHOOL		
EFF.	01	01	86
TERM	31	12	86
NO. OF EMPLOYEES	357		
NUMBER D'EMPLOYES	/		

ARTICLE I - PURPOSE

It is the intent and purpose of the parties to this agreement (hereinafter referred to as "the Agreement") to promote and improve the working relations between the Board and the Association, to establish a salary schedule for Section Two of the Individual Statutory Contract and similar papers of employment, and to provide a basis for both parties to improve the professional and academic services rendered to the school children and to the taxpayer and citizens of The Assiniboine South School Division No. 3.

ARTICLE II - EFFECTIVE PERIOD

- 2.01 This Agreement shall come into force and take effect on the first (1st) day of January, 1986, and shall remain in force and be in effect for one (1) years from that date, and shall automatically renew itself following this period, except as provided in Section 2.02.
- 2.02 Either party wishing to amend this Agreement shall notify the other party to this effect, such notice to be given by registered mail not later than the FIFTEENTH (15th) day of OCTOBER, 1986. Following such notice, the parties agree to meet not later than the FIRST (1st) day of NOVEMBER, 1986.

ARTICLE III - SALARY PAYMENTS

3.01 Classification and Years of Teaching Experience

- (a) Except as otherwise provided in Article 3.04, teachers shall be placed on the Basic Salary Scale according to determinations made by the Teacher Certification and Records Branch of the Department of Education. It shall be understood that teachers' entitlement to classifications and teaching years of experience for salary purposes shall be established by this Branch pursuant to regulations enacted by the Province of Manitoba under The Education Administration Act.
- (b) No teacher on staff as of January 1, 1982, shall suffer a drop in classification as a result of the inclusion of Article 3.01(a) in the Collective Agreement.
- (c) Certain payments made to teachers in addition to salaries and allowances paid pursuant to Articles 3.02, 3.05, 3.06, 3.07 and 3.08 respectively shall continue to be paid during the term of the Agreement as set forth in Appendix "A".

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ARTICLE III CONTINUED

3.02 Basic Salary Scale

(a) The following salary scale shall be in effect from January 1, 1986 to December 31, 1986:

	<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	17428	19289	21009	25140	26595	28589	30201
1	18276	20132	22113	26547	28080	30067	31679
2	19126	21252	23526	27953	29560	31544	33187
3	19974	22374	24937	29361	31043	33022	34870
4	20825	23496	26350	30766	32587	34643	36577
5	21672	24619	27764	32173	34141	36265	38285
6	22521	26129	29624	33579	35734	37885	39995
7				34985	37334	39504	41705
8				36576	38944	41128	43412
9				38968	41222	43416	45828

3.03 Increments

- (a) A teacher shall proceed to the maximum salary in his/her class by annual increments as outlined in Section 3.04.
- (b) The date an increment comes into effect shall be the anniversary date of the teacher's engagement by the Board ~~if~~ the teacher's employment began on the FIRST teaching day of any month, or on the FIRST day of the NEXT month following, if his/her employment began at a time other than the first teaching day of any month.
- (c) In the event a teacher has been engaged to commence duties between January 1st and January 31st in any year and was employed continuously as a teacher by another school authority for the preceding Fall Term, that teacher shall be entitled to an increment on the first teaching day of the following September and yearly on that date thereafter, provided that the Department of Education confers a full year's teaching experience as of the end of June following the date of engagement.

3.04 Allowance for Additional Qualifications

The following article shall come into effect August 28, 1985 and shall apply to teachers who improve their qualifications beyond Class 4:

- (a) Teachers in the employ of the Board on June 28, 1985 and still so employed on August 28, 1985, shall maintain their placement on scale as it existed on June 28, 1985 and shall move within their classification in accordance with Article 3.03 (Increments).

ARTICLE III CONTINUED

3.04 Continued

- (b) Effective August 28, 1985, any teacher who improves his or her qualifications, shall move to the next highest classification on the salary grid at the step nearest to but not less than the rate of pay prior to increasing qualifications.
- (c) Effective August 28, 1985, any teacher becoming employed by the Board shall be placed on the salary schedule in accordance with their qualifications as recognized by the Certification & Records Branch of the Department of Education.
 - (i) If the teacher has not changed his/her academic classification since August 28, 1985, he/she shall be credited with the additional years of experience gained since that time in order to determine the salary to be paid him/her upon commencing employment with the Board.
 - (ii) If the teacher has changed his/her academic classification since August 28, 1985, the salary to be paid to him/her upon commencing employment with the Board shall be determined as if the teacher had been teaching in the Board at the time of reclassification, in accordance with sub-article (a) and (b) of this article.
- (d) Any salary adjustment resulting from increased qualifications obtained shall be made effective from the first day of the teaching month following which satisfactory evidence has been filed with the Board and the Department of Education.
- (e) Notwithstanding the provisions of Article 3.04 (b) and (c), a teacher engaged under a Form 2 contract who obtains a degree while employed by the Division which entitles that teacher to placement in a higher salary classification may retain such years of experience in the higher classification as the teacher possessed for placement purposes in the previous classification if the School Board in its sole and exclusive opinion deems such change in classification to be of benefit to the education programs of the Division. In order for the Board to consider a request by a teacher to retain their years of experience for placement on the salary grid, a teacher shall be required to indicate his/her intention to obtain credits for an additional degree to the Board prior to the commencement of any such studies and following which the Board may in its sole and exclusive discretion determine whether or not the teacher shall be entitled to the benefits of this sub-article.

3.05 **Administrative Allowances**

- (a) teachers in administrative positions shall receive a salary composed of two elements:
 - (i) a basic salary in accordance with Article III of this Agreement;
 - (ii) an administrative allowance as determined by 3.05(b), 3.05(c), 3.05(d) or 3.05(e).
- (b) The allowance paid to any principal for the administration of a school shall be the greater of the following:

ARTICLE III CONTINUED

3.05 Continued

- (i) an amount of **\$6300**
- (ii) an allowance for each full or part time member of instructional staff assigned to any school, but excluding the principal and vice-principal **allotment**, as follows:

for the first 1 - 15 teachers	\$590
for the next 16 - 25 teachers	\$297
for 26 or more teachers	\$149

- (c) An administrator, being a principal or vice-principal, who has attained the age of fifty-five (55) **years and** who has been assigned to a school with a lower teacher count and who has **twelve** (12) years' service as an administrator shall retain **his/her** allowance at the time of the transfer provided that **he/she** elects retirement by age sixty (60) or **less** and enters into an agreement with the Board to this effect. It shall be understood that the administrator shall receive the greater of the allowance at the time of transfer **or** the allowance arising **from his/her** new assignment as an administrator.
- (d) When an administrator, that being a principal or vice-principal, has been transferred to another administrative **position** by the division to **a school** with a lower **teacher** count, where (c) does not apply, **his/her** administrative allowance shall not be reduced for a period of two years following **his/her** assumption of duties in the new assignment.
- (e) Vice-principals shall be paid an allowance equal to fifty (50%) percent of the principal's allowance.
- (f) The calculations for determining administrative allowances shall be made on the basis of instructional staff assignments as of **September 30th** and February **28th**, with the resultant allowance coming into effect on September **1st** and February **1st** respectively.
- (g) The administrative allowance will commence on appointment to an administrative position, except that in respect of teachers newly appointed to the position of principal **or** vice-principal, and whose term will commence on September **1st**, the administrative allowance shall commence on August **1st**, **or** on the date when actual work is **commenced** by **the** new appointee in performance of **his/her** duties, whichever is the later.

3.06 Supervisory Allowance

The Supervisor shall be paid an allowance of **\$6410**.

ARTICLE III CONTINUED

3.07 Co-ordinators' Allowances

(a) Co-ordinator of Library Services

Where a teacher is appointed to the position of Co-ordinator of Library Services, he/she shall be paid an allowance of \$3237.

(b) Subject Area Co-ordinators

Where a teacher is appointed to the position of Co-ordinator in a particular subject area, he/she shall be paid an allowance of \$3237.

3.08 Department Head Allowances

(a) The Board, on the recommendation of the Superintendent, may appoint a Department Head, and if appointed, an amount determined in accordance with 3.08(b) shall be added to his/her basic salary.

(b) Where there are more than two (2) full time teachers including the Department Head, the additional allowance shall be \$1030 plus \$72 for each teacher in excess of two (2), including the Department Head.

3.09 Payment of Salary

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

(b) On or before the second last teaching day of the month of June, teachers shall be paid the difference between the yearly salary earned during the school year and all amounts paid prior to that date. The amount of the yearly salary earned by any teacher shall be determined by taking the total days taught by a teacher as a proportion or percentage of teaching days in the Fall and Spring Term as prescribed by the Minister of Education multiplied by the yearly salary rates in effect during the school year.

3.10 Interest in Retroactive Payments

When negotiations for amendment to this Agreement pursuant to Article 2.02 take place in the calendar year following its normal expiry date and give rise to payments retroactive to the first day of that calendar year, the Division shall pay teachers interest on the gross amount of any such retroactive pay which may be paid to such teachers pursuant to the provisions of Article III, less the amount of any statutory

ARTICLE III CONTINUED

3.10 Continued

deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. Interest shall be calculated as of the respective date when additional salary would have been paid from January 1st to the date of the signing of the revised collective agreement.

The **interest** shall be computed at the lesser of **10.5%** per annum or the average of the Division's bank's prime rate of lending during the **12** month period immediately preceding the date **from** which interest is to be calculated.

ARTICLE IV - LEAVE OF ABSENCE WITH PAY

4.01 Leave may be granted to teachers desiring professional self-improvement, for travel purposes, **or for courses** related to current or future assignments within the Division, subject to the following conditions:

- (a) If the leave of absence is for travel purposes, the nature of the trip must be such as to better equip the teacher in his/her professional duties, and **must** extend over a minimum period of nine (9) months. The applicant **for** such leave must have completed a minimum of ten (**10**) full consecutive years of service within the present boundaries of The Assiniboine South School Division **No. 3**.
- (b) If the leave of absence is for study purposes, the course material must constitute a reasonable proportion of a normal University year's work and must be recognized by the **Department** of Education and the University of Manitoba. The applicant for such leave must have completed a minimum of seven (7) full consecutive years of service within the present boundaries of The Assiniboine South School Division **No. 3**.
- (c) The applicant (whether for travel or study) must submit his/her application to the Superintendent in writing, and in such form as may be required by the Superintendent, not later than March 1st of the year preceding the school year in which leave is requested, and the applicant shall receive **written** notice, approving or declining the request, not later than April 15th following.
- (d) No more than two **per centum** (2%) of teachers employed by the Board shall be absent on leave at any one time.
- (e) A teacher on leave shall receive, during the time of his/her leave, a portion of his/her basic salary on the following terms:
 - (i) in the case of a leave of absence for travel, \$1,500;
 - (ii) in the case of leave of absence for study, two-thirds (**2/3**) of the basic annual salary which the teacher was receiving on the **last** teaching day prior to **commencement** of leave.

ARTICLE IV CONTINUED

4.01 Continued

- (f) The said allowance shall be paid to the teacher as follows:
- (i) one-half (1/2) of the allowance on the last teaching day prior to the commencement of leave;
 - (ii) the remaining one-half (1/2) of the allowance on the first teaching day of the following January.
- (g) A teacher who is granted leave:
- (i) shall agree to return to the Board's employ for two (2) full years immediately after one (1) year's leave;
 - (ii) shall, upon ~~returnin~~, be placed ~~on~~ the appropriate step on the basic salary scale;
 - (iii) shall not suffer loss of tenure, nor ~~loss~~ of previously accumulated sick leave, nor loss of position ~~nssofar~~ as school policy will allow;
 - (iv) shall, in the ~~event~~ that ~~he/she~~ cannot fulfill the two-year term of service after the leave for any reason, including dismissal for just cause, repay the allowance on a pro rata basis within six (6) ~~months~~ of termination of employment with the Board, except in the case of the teacher's disability through illness ~~or~~ accident ~~or~~ in the case of death, when no repayment will be ~~required~~.
- (h) Leave of absence shall be for no less than, nor For more than the equivalent of one (1) calendar year.
- (i) Teachers requesting leave of absence for the purpose of attending Summer School ~~programs~~ prior to June 30th ~~may~~ be allowed, with Board approval, up to three (3) weeks' leave of absence, with or without loss of salary, provided they can show that the courses lead to improvement of their qualifications.

4.02 Leave for Executive Duties

A teacher, being a member of The Manitoba Teachers' Society Executive Committee or the Executive Committee of any branch thereof, ~~or~~ of any special committee of the Society, or being appointed ~~as~~ 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 for not more than a total of five (5) teaching days in one school year, provided that a substitute satisfactory to the Board can ~~be~~ secured, and that the cost of providing such a substitute is assumed by the Society. A maximum of forty (40) days in total ~~may~~ be taken for the purposes mentioned above during any school year by members of the

ARTICLE IV CONTINUED

4.02 Continued

Association. Absence from school duties to attend negotiating, conciliation, or arbitration meetings shall not be deducted from the above mentioned forty (40) days. No additional leave of absence beyond forty (40) days in a school year shall be taken for the purposes mentioned above except with the consent and approval of the Board. Whenever possible, the teacher shall notify the Board ten (10) working days prior to taking such leave.

4.03 Maternity Leave

- (a) Every female teacher who has completed twelve months of employment under a form of contract approved by the Minister shall be entitled to maternity leave.
- (b) The conditions of maternity leave shall be determined by the teacher and the Board to their mutual satisfaction. A teacher shall be entitled, upon request, to a maternity leave of absence without salary for a period of at least eleven (11) weeks prior to the expected date of delivery and at least six (6) weeks after the actual delivery.
- (c) When the maternity leave expires during a school term, the teacher may return to work at the commencement of the next 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 next semester as the case may be.
- (d) Without prejudice to the preceding sentence, if circumstances dictate, and upon the recommendation of the Superintendent, maternity leave of greater or lesser duration may be granted,
- (e) Following satisfactory agreement, the Board shall provide the teacher and the Association with a written Memorandum of Agreement.
- (f) For purposes of all benefits, maternity leave shall not constitute a break in the continuity of employment. It shall be understood that the teacher shall pay the whole of the applicable life insurance premium during the period of such authorized leave.
- (g) At the termination of the maternity leave, the teacher shall be reinstated in the position occupied by her at the time such leave commenced or in a teaching position without less than the same wages and benefits.
- (h) For teachers who have completed twelve (12) consecutive months of employment, nothing in the foregoing shall contravene the teacher's or the Board's rights respecting maternity leave, as outlined by the Employment Standards Act.

5.01 Group Life Insurance

- (a) The Group Life Insurance shall be provided in the following manner:
- (i) All teachers shall be assigned **\$100,000 basic** coverage.
 - (ii) Every teacher shall be afforded the opportunity to opt for up to eight additional units of coverage, each additional unit in the amount of **\$50,000**. It shall be understood that access to coverage in excess of **\$100,000** shall be subject to the acceptance of the Insurance Company.
 - (iii) A teacher's spouse shall have the opportunity to purchase coverage in units of **\$50,000** each up to the amount of coverage purchased by the teacher. All spousal coverage shall be subject to evidence of insurability.
 - (iv) Teachers will be provided the opportunity to purchase voluntary accident insurance to a maximum of **\$250,000**.
- (b) The premium rate to be paid in each policy year for the **Group** Life Insurance outlined in Article **5.01(a)** shall be determined by the Insurance Company. The Insurance Company may be requested to calculate for each **policy** year the premium rate to be paid on behalf of members of the teaching **staff** covered by the policy. The Board shall pay the cost of the basic coverage. Any premium arising from coverages other than the basic coverage shall be the responsibility of the teacher and deducted from the teacher's monthly salary.

The total amount of any dividends or experience refunds received from the Insurance Company shall be applied to reduce the Board's share of the premium.

- (c) Any teacher employed by the Board at the effective date may subscribe to the Plan in accordance with the current policy of **the** insurer.
- (d) Any teacher shall, subject to the acceptance of the insurer, become a subscriber to the Plan.

5.02 Salary Continuance Insurance

- (a) The Board shall deduct from the teachers' salaries, monthly premium costs respecting the teachers' "Salary Continuance Insurance Plan" and shall forward such premium deductions to a party designated by the **Association**.
- (b) Any teacher employed by the Board may subscribe to the Plan in accordance with the current policy of the insurer.
- (c) Any teacher entering the Division's employ shall be enrolled automatically in the Plan and shall have deducted monthly from his/her salary premiums as may be determined by the insurer.

ARTICLE VI - SICK LEAVE

- 6.01 (a) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- (b) Sick leave is not payable for any injury received in the course of gainful employment with another employer. Gainful employment shall not include:
- i) coaching of athletic teams at the amateur level for which an honorarium may be paid;
 - ii) refereeing at the amateur level for athletics held within the Province of Manitoba;
 - iii) teaching night school for another School Division;
 - iv) teaching courses at the University or Community College level where remuneration received for such services would not exceed \$5,000.00;
 - v) participating in the provision of inservice activities to teachers of other School Divisions for no fee or for which an honorarium may be paid.
- (c) Where a teacher is ill, he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during sick leave, but subject to 6.01(d), the leave shall not exceed twenty (20) teaching days in any school year.
- (d) Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
- 40 days in the second year
 - 60 days in the third year
 - 80 days in the fourth year
 - 100 days in the fifth year
 - 120 days in the sixth and subsequent years.
- (e) 6.01(d) shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1984.
- (f) Should the Division become eligible for a reduction in premiums under the Unemployment Insurance Act, the teachers' five-twelfth (5/12) share of the premium reduction will be remitted twice yearly, at the conclusion of the Spring and Fall Terms, to the Treasurer of the Association.

ARTICLE VII - TENURE

7.01 Complaints re Teachers

Should the Board receive a complaint respecting the competency **or** character of a teacher in its employ, the Board shall immediately communicate the substance of such complaint, in writing, to the teacher concerned. The Board shall afford such teacher an opportunity to make personal presentation of **his/her** case to the Board **before** a decision is made, and the teacher concerned **may** be assisted during any presentation to the Board by counsel.

7.02 Teachers employed by the Board will be required to comply with all regulations of the Board.

ARTICLE VIII - DEDUCTION OF MANITOBA TEACHERS' SOCIETY FEES

8.01 (a) The Manitoba Teachers' Society membership fees shall be deducted **from** every **teacher** **who** has not given written notice to the Board within ten **(10)** days of the current school year that **he/she** is not a member of The Manitoba Teachers' Society.

(b) These deductions shall be made in ten **(10)** equal monthly installments, starting with the September cheque, according to the scale of **fees** established by The Manitoba Teachers' Society. **Each** installment shall be Forwarded to The Manitoba Teachers' Society normally not later than the fifteenth (15th) day of the following calendar month.

(c) The onus is on the teacher to make the necessary arrangements with The Manitoba Teachers' Society for rebates of deductions.

ARTICLE IX - SETTLEMENT OF DIFFERENCES

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 arises relating to the meaning **or** application of **this** Agreement, either party **shall**, within **forty** (40) teaching days of the event giving rise to the alleged violation **or** difference, **or** within forty (40) 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 and the solutions sought.

If a settlement is not reached within **seven (7)** working days from **the** date of notification, either party **may** request the matter **be** submitted to an arbitration **board** as hereinafter prescribed.

The Board and the Association, in the event that a settlement has not been reached within the seven (7) working days period, **may** agree to the appointment of a single arbitrator in lieu of an arbitration board which arbitrator shall have the like authority as the arbitration board and shall act in the stead of an arbitration board.

Within seven **(7)** working days of the delivery of the written request to settle the difference by the establishment of an arbitration board, **each** party shall nominate one **member** to sit on the arbitration board, and the two members so selected shall, within a further period of seven **(7)** working **days**, nominate the chairman to serve in the capacity of the chairman of an arbitration board.

Appendix "A"

In addition to their basic salary, the following teachers shall continue to receive annual payments in the amounts set out hereunder:

Mr. J.R.C. Houston	\$300
Mr. Erdman Kroeker	\$300
Mr. Boris E. Lefteruk	\$300
Mr. Harry A. Martin	\$300
Mr. Roland L. Otto	\$450
Mr. J.D. Parrington	\$300
Mr. John T. Wherrett	\$450

