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#### 1987

## COLLECTIVE AGREEMENT BETWEEN

## THE ASSINIBOINE SOUTH SCHOOL DIVISION NO. 3

#### AND

# THE ASSINIBUINE SOUTH TEACHERS' ASSOCIATION NO. 3

#### OF THE MANITOBA TEACHERS' SOCIETY

#### 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 taxpayers 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, 1987, and ahall remain in force and be in effect for one (1) year 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, 1987. Following such notice, the parties agree to mset not later than the FIRST (1st) day of NOVEMBER, 1987.

## 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 Administration and Teacher Certification Branch of Manitoba 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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## 3.02 Basic Salary Scale

(a) The following salary scale shall be in effect from January 1, 1987 to June 30, 1987:

	<u>Class 1</u>	<u>Class 2</u>	Class 3	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	17 <b>951</b>	19868	21639	25894	27393	29447	31107
1	18824	20736	22776	27343	28922	30969	32629
2	19700	21890	24232	28792	30447	32490	34183
3	20573	23045	25685	30242	31974	34013	35916
4	21450	24201	27141	316 <b>89</b>	33565	35682	37674
5	22322	25358	28597	33138	35165	37353	39434
6	23197	26913	30513	34586	36806	39022	41195
7				36035	38454	40689	42956
8				37673	40112	42362	44714
9				40137	42459	44718	47203

(b) The following salary scale shall be in effect from September **Ⅰ**, 1987 to December **31**, 1987:

	<u>Class 1</u>	<u>Class 2</u>	Class 3	<u>Class 4</u>	<u>Class 5</u>	Cla <b>ss 6</b>	Class 7
•	40426	20074	24.040	26446	07/50	00777	74400
0	18125	20061	21849	26146	27 <b>659</b>	29733	31409
n	19007	20937	22998	276 <b>09</b>	29203	31270	32946
2	198 <b>91</b>	22102	24467	29071	30742	32806	34514
3	2/1773	23269	25935	30535	32285	34343	36265
4	21658	24435	27404	31997	33890	36029	38040
5	22539	25604	28875	33460	35507	37716	39816
6	23422	27174	30809	34922	37163	39400	41595
7				36384	38827	41084	43373
8				38039	40502	42773	451 <b>48</b>
9				40527	42871	45153	47661

## 3.03 Incremente

- (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).
- (b) Effective August 28, 1985, any teacher who improves his *or* her qualifications, shell move to the next highest classification *on* the salary grid at the step nearest to but not lese 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 Teacher Certification 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 change in salary due to qualification improvement shall become effective upon the first day of the teaching month following the month in which formal written advice has been sent to the Secretary-Treasurer by the Administration and Certification Branch, Manitoba Education and such letter has been received at the School Board offices. It shall be understood that the onus to file satisfactory evidence of qualification improvement with this Branch lise with the teacher.
- (e) Notwithstanding the provisions of Article 3.04 (b) and (c), a teacher engaged under e 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 influe 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 ahall 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)
     3.05(e), 3.05(f) or 3.05(g).
- (b) The allowance paid to any principal for the administration of a **school** shall be the greater of the following:
  - (i) an amount of \$6489 effective January 1, 1987 and an amount of \$6552 effective September 1, 1987
  - (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:

	Jan. <b>1/87</b>	Sept. 1/87
for the first 1 - 15 teachers for the next 16 - 25 teachers	•	\$614 \$309
for <b>26 or</b> more teachera	\$153	\$155

- (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 ahall be paid an allowance equal to fifty (50%) percent of the principal's allowance.
- (f) The Ecause of a system re-structuring the teacher count of a school becomes lower, an administrator, that being a principal or vice-principal, who remain assigned to that school, shall not receive a reduced administrative allowance for a period of two years following his/her assumption of duties in the new assignment.

# 3.05 <u>Continued</u>

- (g) When an administrator, that being a principal or vice-principal, has been assigned to a divisionally based administrative position his/her allowance shall be the greater of the following:
  - i) the superviaor (Coordinator if applicable) allowance,
  - ii) the administrative allowance that the administrator would be receiving had he/she remained in the position from which he/she was assigned.
- (b) 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.
- (i) 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 shell 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 \$6602 effective January 1, 1987 and \$6,666 effective September 1, 1987.

# 3.07 <u>Co-ordinators' Allowances</u>

(a) Co-ordinator of Library Services

Where a teacher is appointed to the position of Co-ordinator of Library Services, he/she ahall be paid an allowance of \$33334 effective January 1, 1987 and \$3366 effective September 1, 1987.

(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 \$3334 effective January 1, 1987 and \$3366 effective September 1, 1987.

## 3.08 Department Head Allowances

- (a) The Board, on the recommendation of the Superintendent, may appoint a Department Head, and if appointed, an mount 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 teacher8 including the Department Head, the additional allowance ahall be \$1061 plus \$74 effective January 1, 1987 and \$1,074 plus \$75 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 e 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 an 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 deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. Interest shall be calculated a8 of the respective dates 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 muet 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.

#### ARTICLE | V CONTINUED

- (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 percentum (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.
- (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 returning, be placed on the appropriate step *on* the basic salary scale;
  - (iii) shall not suffer loss of tenure, nor lose of previously accumulated sick leave, nor loss of position insofar 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.

## 4.01 <u>Continued</u>

- (h) Leave of absence may be for a year or part of a year, but not more than the equivalent of one (1) calendar year.
- (1) Teachera requesting leave of absence for the **purpose** of attending Sumer School **programs** prior to June 30th may be allowed, with Board approval, up to three (3) weeks' leave of **absence**, with **or** without lose of salary, provided they can show that the **courses** lead to improvement of their qualifications.

# 4.02 <u>Leave for Executive Duties</u>

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 coat 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 Absence from school duties to attend negotiating, conciliation, or Association. 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 (12) **months** of employment under a form of contract approved by the Minister ahall 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, **Efficumetances** dictate, and upon the recommendation of the Superintendent, maternity leave of greater or leaser 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 and that optional coverage will be provided on a unisex basis.
  - (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, said coverage to be provided on a unisex basis.
  - (iv) Teachers will be provided the opportunity to purchase voluntary accident ineurance 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 form** the Insurance Company shall be applied to reduce the **Board's** share of the **premium**.

## 5.01 <u>Continued</u>

- (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/her regular duties as a result of illness or injury.
  - (b) Sick leave is not payable for any injury received in the course of gainful1 employment with another employer. Gainful employment shall not include:
    - 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 Diviaion;
    - iv) teaching courses at the University or Community College level where remuneration received for such services would not exceed \$5,150.00 effective January 1, 1987 and \$5,200.00 effective September 1, 1987;
    - 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.
- (g) The Board may require a written opinion **from** a **quelified** medical **practioner** who may be selected by the Board and the Association as to whether any teacher may be eligible for sick leave entitlement **for** absences arising from illness **or** injury as contemplated by **Article 6.01** (b).

## ARTICLE VII - TENURE

# 7.01 Complaints re 3

Should the Board receive any complaints regarding the **competency** or character of a teacher in its **employ**, the Board shall communicate the substance of **such** complaint immediately in writing to the teacher **so** concerned. **Before** passing judgment the Board shall afford such teacher **an** opportunity to make **personal** presentetion of the teacher's case and such teacher may be assisted during said presentation by **representative** and/or counsel.

It is agreed end understood by the parties that any and all disputes under this Collective Agreement 'as they relate to this article will be limited only to the fact that the complaint was not communicated to the teacher or that a hearing was not granted by the Board.

#### ARTICLE VIII + DEDUCTION OF MANITOBA TEACHERS'

- 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 ha/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 - EARLY RETIREMENT INCENTIVE: PLAN

The Board and the Association agree to study actively the possible introduction of an Early Retirement Incentive Plan and to form an ad hoc committee to report to the **respective** Negotiating Committees.

With respect to the ad hoc committee, it is understood that the following conditione shell apply:

- 1) The Committee shall first meet in the month of September 1987 and report to the respective Negotiating Committees by December 15, 1987.
- 2) The Association and the Board shall have three representatives each on the committee with the understanding that the chair of the committee shall rotate from meeting to meeting and that the committee may request other persons to assist it in a resource capacity.

#### ARTICLE X - DEFERRED SALARY LEAVE PLAN

Any teacher who takes **leave pursuant** to the Deferred Salary Leave **Plan** shall, on termination of the leave, be reinstated and, **I** possible in the opinion of the bard to the same position held at the commencement of leave. Failing this, the participant shall be assigned to a position compatible with **his/her** experience and training insofar **as** possible, to a position comparable with the position held prior to the leave.

#### ARTICLE XI - SEXUAL HARASSMENT

The Board and the Association recognize the right of all **employees** and students to an environment free of **sexual** harassment. Board Policy **ACAA** - Sexual Harassment has been developed and **enacted** to codify this right and to **establish** a remedy for any member of the school **community** subjected to sexual harassment.

## ARTICLE XII 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.

# ARTICLE 12 CONTINUED

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 srbitration 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.

In the event of the failure of the two first mentioned members of the board to **agree** upon the selection of **a** chairman, the matter shall be referred by them to the Minister of Education **of** the Province of Manitoba, who shall choose the chairman. The costs of arbitration shall be shared equally by both parties to this Agreement.

Except as herein provided, the "Arbitration Act" shall apply.

# ARTICLE X - LIMITATION OF AGREEMENT

This Agreement is made subject to the provisions of the Manitoba Public Schools Act and the Education Department Act.

SIGNED, SEALED AND DELIVERED in the presence of:	] ]	THE ASSINIBOINE SOUTH SCHOOL DIVISION NO. 3
	] ] ]	Chairman
	י ] ]	Secretary-Treasurer
	] ] ]	THE ASSINIBOINE SOUTH TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY
	] ] ]	President
	] ] ]	Secretary
Signed <u>June 30</u> , 1987.	]	1st Vice-President

# 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. Boris E. Lefteruk	\$300
Mr. Roland L. Otto	\$450
Mr. J.D. Parrington	\$300