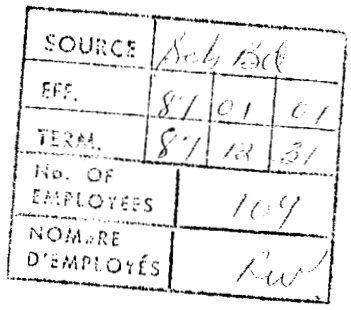

1987

COLLECTIVE AGREEMENT BETWEEN

THE LAKESHORE SCHOOL DIVISION NO. 23

AND

THE LAKESHORE TEACHERS' ASSOCIATION NO. 23

OF THE MANITOBA TEACHERS' SOCIETY

ARTICLE 1

It is the intent and purpose of the parties to the agreement to provide a basis for both parties to improve the professional service rendered to the taxpayers and school children in the Lakeshore School Division No. 23 and to negotiate working relations between the School Board of the Lakeshore School Division No, 23 and the Lakeshore Teachers' Association No. 23 of The Manitoba Teachers' Society by establishing an acceptable salary schedule as provided for in Section 2 of the Individual Statutory Contract and other conditions of engagement resulting from the operation of this agreement.

ARTICLE 2

This agreement shall come into force and take effect on this first day of January 1987 and shall remain in force for at least one year. Thereafter it shall remain in force from year to year unless either party gives the other written notice by registered mail between October 1st and October 15th of a desire to terminate or amend the agreement as of December 31st of that year. It is agreed that if notice is given, the parties will meet within 14 days of receipt of notice or within such further time as the parties may mutually agree upon.

ARTICLE 3 - PAYMENT OF SALARY

(a) All salaries shall be paid in twelve payments which are payable on the last teaching Friday of each month, except that July and August payments will be payable on or before the last teaching day in June.

(b) The monthly salary of all teachers will be 1/12th of the schedule in effect for their classification except that the July and August payments will consist of 1/2 the difference between 1/10th and 1/12th for the number of months taught and for the salary schedules in effect for the period of September to June.

ARTICLE 4.01 - EDUCATIONAL QUALIFICATIONS

(a) For the purpose of this agreement the members of the teaching staff shall be classified according to the classification set forth in the Manitoba Regulations under the Public Schools Act, except herein as provided.

(b) Permit teachers will be classified one class lower than they would be with one year of teacher training.

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ARTICLE 4.01 CONTINUED

(c) Classification of and Experience for Vocational Industrial Teachers

A Vocational Industrial teacher who holds a Journeyman Certificate and who obtained from the Department of Education of Manitoba at least a P1 rating will be classified as Class 4 by the Lakeshore School Division for salary purposes. If the teacher rating for grant purposes by the Department of Education is higher than Class 4, the teacher will be classified according to the Department rating.

A Vocational Industrial teacher who holds a Journeyman Certificate will be granted increments for "related work experience" up to a maximum of 6 years. "Related Work Experience" shall be experience for which a Journeyman's Certificats was needed for the work performed. Experience beyond this definition may be granted at the discretion of the School Board.

If a Vocational Industrial teacher with a Journeyman Certificate has taught elsewhere than in the Lakeshore School Division without at least one year of recognized teacher training by the Department of Education, his teaching experience shall be recognized as "related experience only" and will be included in the maximum 6 years allowed for related experience.

If the above related experience clause will result in lower salary for any one of the Vocational Industrial teachers presently employed by the Lakeshore School Division, no cut in salary will be made. However, there will be no salary increases granted until that teacher is entitled to higher salary because of further teaching experience.

A teacher who holds a permanent Vocational Industrial Certificate and a Bachelor of Education degree will be paid at the rate of Class 5 or according to the Department salary classification, whichever is higher.

(d) Except as otherwise provided in this agreement the corresponding classifications shall be as follows:

Grant Cods	Division Classification
P1A1	Class 1
P1A2	Class 2
P1A3	Class 3
P1A4	Class 4
P1A5, P2A4	Class 5
P1A6, P2A5	Class 6
P2A6	Class 7

ARTICLE 4.02 - SALARIES

Salary schedule effective January, 1987

Years Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	17120	19007	21351	25504	27258	28739	30298
1	17888	19908	22329	26914	28738	30276	31869
2	18655	20809	23310	28324	30217	31813	33441
3	19422	21710	24290	29735	31698	33348	35012
4	20189	22612	25271	31145	33178	34885	36583
5	20956	23514	26251	32556	34660	36422	38154
6	21725	24414	27231	33967	36140	37959	39725
7	22493	25316	28212	35377	37620	39495	41298
8		26218	29193	36789	39101	41031	42870
9			30173	38200	40581	42570	44442
10				39611	42061	44107	46014

Salary schedule effective September, 1987

Years Experience	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	17286	19191	21558	25751	27523	29018	30593
1	18062	20101	22546	27175	29017	30570	32179
2	18836	21011	23536	28599	30510	32121	33766
3	19610	21921	24526	30024	32006	33672	35352
4	20385	22831	25516	31448	33500	35224	36938
5	21160	23742	26505	32872	34996	36775	38525
6	21936	24651	27496	34297	36490	38327	40111
7	22712	25562	28486	35721	37985	39879	41699
8		26472	29477	37146	39480	41429	43281
9			30466	38570	40975	42983	44874
10				39995	42469	44535	46461

ARTICLE 4.03 - PLACEMENT ON SCHEDULE

(a) For teachers on staff and for teachers coming on staff who have one or more years of teaching experience after certification and prior to joining the Lakeshore staff, and where such experience is approved and recognized by the Department of Education, the minimum rates shall be increased by one increment on schedule for each year but not exceeding a maximum of their class.

(b) Any teacher who is on staff or is coming on staff between August 1st and December 31st shall receive his first increment of salary at the commencement of the following term (fall term). Any teacher who is on staff or is coming on staff between January 1st and June 30th shall receive his first increment in the following January.

ARTICLE 4.04 - SUPERVISORY ALLOWANCE - effective January 1987 (3%)

In addition to his/her salary according to the basic salary schedule, principals shall receive the following allowances:

(a) In schools where the principal supervises ten or more teachers, the allowance shall be $321 per teacher under his/her supervision to a maximum of $8,062.

(b) In schools where the principal supervises six to nine teachers, the principal shall receive a basic allowance of $100 plus $321 for every teacher under his/her supervision.

(c) In schools where the principal supervises five or fewer teachers, the principal shall receive a basic allowance of $200 plus $321 per teacher under his/her supervision.

(d) Principals in one room schools will receive a basic administrative allowance of $266.

(e) In schools where there is no vice-principal appointed, an allowance of $1.50 per teacher per day to a maximum of $17.30 per day shall be paid to a designated teacher in the absence of the principal for periods of one-half day or more.

ARTICLE 4.04 - SUPERVISORY ALLOWANCE - effective September 1987 (1%)

In addition to his/her salary according to the basic salary schedule, principals shall receive the following allowances:

(a) In schools where the principal supervises ten or more teachers, the allowance shall be $324 per teacher under his/her supervision to a maximum of $8,140.

(b) In schools where the principal supervises six to nine teachers, the principal shall receive a basic allowance of $100 plus $324 for every teacher under his/her supervision.

(c) In schools where the principal supervises five or fewer teachers, the principal shall receive a basic allowance of $200 plus $324 per teacher under his/her supervision.

(d) Principals in one room schools will receive a basic administrative allowance of $266.

(e) In schools where there is no vice-principal appointed, an allowance of $1.52 per teacher per day to a maximum of $17.47 per day shall be paid to a designated teacher in the absence of the principal for periods of one-half day or more.

Vice-Principals

Vice-principals shall receive the equivalent of one half of their principal's supervisory allowance.

No percentage increases will be granted on the basic supervisory allowances unless these basic allowances will be negotiated.

ARTICLE 4.04 CONTINUED

ARTICLE 4.05 - SUBSTITUTE TEACHERS

Rate of pay effective January, 1987

Substitute teachers' daily rates will include Vacation Pay Credits. Rates will be $40.04 per day for permit teachers, $46.54 per day for Class 1 to 3 teachers, and $60.59 per day for Class 4 and above teachers for the first 10 days of consecutive service in the same position and thereafter shall be paid according to qualifications and salary as in Article 4.01 and 4.02(a).

Rate of pay effective September, 1987

Substitute teachers' daily rates will include Vacation Pay Credits. Rates will be $40.42 per day for permit teachers, $46.99 per day for Class 1 to 3 teachers, and $61.18 per day for Class 4 and above teachers for the first 10 days of consecutive service in the same position and thereafter shall be paid according to qualifications and salary as in Article 4.01 and 4.02(a).

ARTICLE 4.06 - ALLOWANCE FOR NON-CREDIT PROFESSIONAL COURSES

A teacher on staff will be reimbursed an amount to be determined by the Board for expenses incurred while in attendance at an Institution taking a professional course where such course is taken after teacher certification and after coming on staff and where such course will be used by the teacher in his/her duties as a teacher. This expense reimbursement will only be paid for courses that are recommended by the superintendent and approved by the bard prior to enrollment in the course.

ARTICLE 4.07 - PART-TIME TEACHERS

Teachers employed under contract on a part-time basis shall:

(a) be paid according to their qualifications as established in Article 4.02;

(b) be paid on a rate based on the fraction of the time employed;

(c) effective January 1st, 1984, the service of a part-time teacher shall be accumulated in the proportion of actuel percentage of time employed in each school year. Whenever a part-time teacher's accumulated service equals the equivalent of one full year or more, that teacher shall be reclassified to the next higher step of the schedule, on September 1st or January 1st next, whichever occurs first.

ARTICLE 5 - CHANGE IN CLASSIFICATION

The onus is on the teacher to give notice to the Division after earning credits which result in a change in classification. The teacher should notify the division as soon as possible after such credit has been obtained. In giving notice, the teacher must offer documentary evidence that his/her increased qualifications have been registered with the Teacher Certification Records Branch. When such evidence has been submitted, the salary change shall become effective the month of the submission of such evidence.

ARTICLE 6 - GROUP LIFE INSURANCE PLAN

(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) The employee's share of premiums shall be deducted at source for all participants in the plan.

(c) All teaching employees coming on staff on or after January 1, 1975 shall be required to participate in the plan.

ARTICLE 7 - DEDUCTION OF M.T.S. FEES

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

These deductions will be made in ten equal monthly installments starting in September according to the scale of fees established by The Manitoba Teachers' Society. Each monthly installment will be forwarded to The Manitoba Teachers' Society normally not later than the fifteenth day of the following calendar month.

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

ARTICLE 7.01 - DEDUCTION OF DIVISION ASSOCIATION FEES

a) Once each year the Lakeshore Teachers' Association No. 23 of The Manitoba Teachers' Society will inform the School Division office of the amount to be deducted by registered mail and under the authority of the appropriate offices of the Association.

b) The deduction of Association fees will be made at the end of the month of October.

ARTICLE 7.02 - SALARY CONTINUANCE INSURANCE

New teachers coming on staff will be required to join.

ARTICLE 8 - COMPASSIONATE LEAVE

Each teacher in the Division shall be granted compassionate leave without loss of salary, provided the Board is notified prior to the leave, to a maximum of 3 days in the case of death of the teacher's father, mother, son, daughter, brother, sister, wife, husband, parents-in-law and natural grandparents. In each case a maximum of 3 days leave shall be granted.

Leave with or without salary for compassionate reasons not covered above may be granted at the discretion of the Board.

ARTICLE 8.01 - LEAVE FOR M.T.S. PURPOSES

A teacher who is a member of The Manitoba Teachers' Society Executive Committee, or of any of the Society's authorized committees, or is an authorized representative or delegate of the Society, and who is authorized to attend a meeting of the committee(s) or to act as a representative or delegate may be allowed at the discretion of the Board, without loss of salary, a leave of absence to a maximum of five (5) teaching days in any one school year, provided that the Board is notified prior to the leave and the Board is reimbursed for the cost of providing a substitute teacher.

ARTICLE 8.02 - EXAMINATION LEAVE

On request, the teachers on staff shall be allowed a one day leave without loss of salary, for the writing of each university examination that falls on a school day, provided the examination is for a course leading to a higher classification on the basic schedule of the agreement or for a course that will permit a teacher to broaden his/her teaching experience.

ARTICLE 8.03 - MATERNITY LEAVE

(a) Every female teacher employed by the Lakeshore School Division for a period in excess of one (1) year [ten (10) months] shall be entitled to maternity leave.

(b) The conditions of the maternity leave shall be determined in the form of a written agreement to the mutual satisfaction of the Board and the teacher.

(c) Such leave shall not constitute a break in employment.

(d) At the conclusion of the maternity leave, the teacher shall be reinstated in the position occupied by her at the time such leave commenced or in a position with not less than the same salary and benefits as was provided by the collective agreement.

(e) The Board recognizes the right of maternity leave for female employees as covered by the Employment Standards Act, and when a mutual agreement cannot be reached under Article 8.03, clause 2 of the Act shall apply.

ARTICLE 8.04 - SICK LEAVE

(a) Where a teacher is sick he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave but subject to subsection (b), the leave shall not exceed twenty (20) teaching days in any school year.

(b) 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 teaching days in second year
60 teaching days in third year
75 teaching days in the fourth and subsequent years

(c) The teachers covered by this collective agreement agree to have their portion of the Reduced Premiums realized from the Unemployment Insurance Commission as the result of this extended sick leave coverage paid to Lakeshore Teachers' Association during each January for the preceding year to be used for educational purposes.

ARTICLE 8.05 - JURY AH) WITNESS DUTY

A teacher who is subpoenaed for Jury or Witness Duty by a court of law will be reimbursed for any loss of pay in excess of the stipends received from the court. This shall be done when the teacher provides evidence to show the number of days involved and the amount of money received for the court duty.

ARTICLE 8.06 - PATERNAL LEAVE

A teacher shall be granted two *(2)* days without loss of salary on the birth of his son or daughter if the birth occurs during the time school is in session. No paternal leave will be earned during the summer months (July and August) or during the Christmas and mid-term breaks.

ARTICLE 8.07 - PERSONAL LEAVE

.01 With reasonable notice to the Superintendent, one day of personal leave per school year shall be granted by the Superintendent. Where notice for leave is less than 3 days prior to the day leave is requested, such leave shall be granted at the sole discretion of the Superitendent. Such leave shall be subject to a substitute cost deduction, substitute cost being the applicable rate in Article 4.05 in accordance with the classification of the teacher taking personal leave.

.02 Teachers shall not be granted personal leave on any inservice day, parent-teacher day, administration day, and pupil evaluation day set aside by the Division or school for pupil evaluation in which the teacher is involved, nor shall personal leave be granted to extend Spring, Summer or Christmas breaks. However, not less than one teacher per school and not more than 10% of teachers per school shall be granted personal leave on any one day.

ARTICLE 8.08 - ADOPTIVE LEAVE

A teacher shall be granted two (2) days without loss of salary on the adoption of a child if the adoption occurs during the time school is in session. No adoptive leave will be earned during the summer months (July and August) or during the Christmas and mid-term breaks.

ARTICLE 9 - INTEREST ON BACK PAY

The division will pay its teachers interest on the net mount of increases of any retroactive pay at the saving interest rate in the Canadian Imperial Bank of Commerce as of January 30th of the current year of the Agreement. "Net amount of increases" is defined as being the actual net increases in pay that the teacher would have received on their monthly paycheques if the settlement for the year would have been reached on January 1st of the negotiated year.

ARTICLE 10 - PROVISION FOR SETTLEMENT OF DIFFERENCES

Within 40 teaching days of the event giving rise to a dispute respecting an alleged violation of this agreement or respecting the content, meaning or application of the agreement (including a dispute as to whether or not the matter upon which the arbitration has been sought comes within the scope of the agreement), a party hereto, after exhausting any grievance procedure established hereby, if the dispute is not settled within ten (10) days, notify the other party in writing of its desire to submit the dispute to arbitration.

ARTICLE 10 CONTINUED

Where a party gives notice to another party of its desire to submit the dispute to arbitration, the notice shall contain the name of the person appointed to the Board of Arbitration by the party giving notice.

A party to whom notice is given that another party desires to submit the dispute to arbitration shall, within ten days of receiving the notice, name the person whom it appoints to the Board of Arbitration who shall be the chairperson thereof.

When a party receiving notice that another party desires to submit a dispute to arbitration fails to appoint a member to the Board of Arbitration, or where the two appointees of the parties fail to agree on the appointment of the third member of the Board of Arbitration within the time specified, the Minister of Education may be requested by any party to the agreement to appoint a member on behalf of the party failing to make the appointment or to appoint a third member as the case may be, and, where the case requires, may be requested to appoint both.

Where the Minister of Education refuses to appoint a member to the Board of Arbitration, the provisions of the Arbitration Act shall apply. The Board of Arbitration shall make its award within fourteen days after the appointment of the third member of the Board of Arbitration or within such longer period as may be agreed upon by the parties.

Dated at Eriksdale, Manitoba this 27th day of August, 1987.

Signed and agreed on behalf of the Lakeshore School Division No. 23

Chairman Secretary-Treasurer

Signed and agreed on behalf of the Lakeshore Teachers' Association No. 23 of The Manitoba Teachers' Society.

Salaries Chairman President Secretary