

1985
COLLECTIVE AGREEMENT BETWEEN
THE KELSEY SCHOOL DIVISION NO. 45
AND
THE KELSEY TEACHERS' ASSOCIATION NO. 45
OF
THE MANITOBA TEACHERS' SOCIETY

SOURCE	Polin. Teachers Assn		
EFF.	01	01	85
TERM.	31	12	85
No. OF EMPLOYEES	156		
NOMBRE D'EMPLOYES			

ARTICLE 1 - PURPOSE

- 1.01 This agreement is by and between the Kelsey School Division No. 45 (hereinafter referred to as the Board) and the Kelsey Teachers' Association No. 45 of The Manitoba teachers' Society (hereinafter referred to as the Association).
- 1.02 It is the intent and purpose of the parties to this agreement to promote and improve the working relations between the Board and the Association, to establish a salary schedule as provided for in Section 2 of the individual statutory contract and to establish other conditions of work resulting from the operation of said schedule, and finally, to provide a basis for both parties to improve the professional service rendered to the taxpayers and the school children of the Kelsey School Division.
- 1.03 This agreement is made pursuant to the provisions of the Manitoba Public Schools Act and the Education Department Act and is entered into this 26th day of April 1985.
- 1.04 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 2 - EFFECTIVE PERIOD

This agreement shall come into force and take effect as from the first day of January, 1985 and shall remain in force for one year from that date. Thereafter, it shall remain in force unless either party gives the other written notice by registered mail on or before November 1st.

ARTICLE 3 - SALARY CLASSIFICATION

- 3.01 (a) For the purpose of the salary schedule members of the teaching staff shall be paid according to the classification awarded to them by the Department of Education, Regulation 248/80, except as otherwise indicated in the agreement.
- (b) Where a teacher obtains professional and/or academic training outside the province of Manitoba, his/her qualifications shall be assessed by the Manitoba Department of Education.

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ARTICLE 3 CONTINUED

3.02 (a) **Basic Schedule 1985**

	<u>Class I</u>	<u>Class XI</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Class VI</u>	<u>Class VIX</u>
0	17135	18714	20623	25147	26843	28313	29874
1	18140	19717	21784	26632	28335	29754	31314
2	19144	20720	22946	28116	29828	31196	32754
3	19964	21549	23928	29429	31322	32636	34197
4	20786	22377	24910	30742	32813	34076	35637
5	21459	23206	25892	32054	34106	35518	37077
6	22130	24034	26875	33366	35936	36959	38519
a		24861	27857	34678	36687	38399	39960
8		25691	28880	35991	37979	39841	41399
9				37302	39270	41281	42842
10				38623	40561	42722	44281

(b) Placement on schedule

Teachers entering the service between September 1st and December 31st in any year will receive their first annual increase on September 1st next following.

(c) A permit teacher shall be paid \$500 below the class the teacher would be in if the said teacher had professional training.

(d) Full placement is granted in all classes for past experience recognized by the Department of Education.

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

- I. be paid according to their qualifications as established in Article 3 Salary Classification;
- II. be paid on a rate based on the fraction of time employed;
- III. effective January 1st, 1984, the service of a part-time teacher shall be accumulated in the proportion of actual 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.

(f) Method of Salary Payment

Salaries shall be paid in twelve (12) equal monthly installments and shall be paid on or before the last teaching day of the month except that the July salary be payable at the end of June and the August salary be payable on the first teaching day of the fall terms.

ARTICLE 3 CONTINUED

- (g) The allowance for additional qualifications shall be paid to a teacher effective **From** the first day of the month following which evidence is filed with the Secretary-Treasurer that such additional qualifications have been obtained. The exception to this is evidence submitted in September or October. The allowance here is paid retroactive to September **1st** of the last year submitted.

ARTICLE 4 - ALLOWANCES

- 4.01 (a) An allowance of **\$392** shall be paid to resource teachers and teachers whose primary function **is** to teach children with special needs. Such teachers who are in possession of a Letter of Certification from the Department of Education (Special Education Branch) shall be paid **\$587**.
- (b) The allowance for the job coordinator shall be **\$1395** excluding any other allowances in this clause and this allowance shall include expenses.
- (c) The special education coordinator will receive an allowance of **\$2124**.
- (d) The physical education supervisor (elementary and secondary) will receive an allowance of **\$2124**.
- (e) The music coordinator will receive an allowance of **\$698** which will be prorated where the position is filled on less than full time basis.

4.02 **Administrative Allowances**

Principals and Assistant Principals shall be paid an administrative allowance in addition to the basic schedule. The allowance shall be based on the schedule which recognizes the years of experience as Principal or Assistant Principal of the Kelsey School Division.

<u>SCHOOL</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
Margaret Barbour	8939	9567	10194
Scott Bateman	7564	8192	8819
Kelsey	8103	8730	9357
Mary Duncan	6819	7446	8073
Opasquia	6819	7446	8073

ARTICLE 4 CONTINUED

4.02 Continued

- (i) Three **or** more years experience in the position of Assistant Principal in the **Kelsey** School Division shall place a person in Year **2** on the scale upon first being promoted to Principal.
- (ii) An Assistant Principal with **less** than three years with the School Division shall be placed at year one of the scale upon first being promoted to Principal.
- (iii) The Assistant Principal shall receive **50%** of the above allowance for his or her school according to his **or** her experience within the Division as Assistant Principal.
- (iv) No Principal **or** Assistant Principal shall suffer a decrease in allowance with the adoption **of** this clause.
- (v) The above scale has been established based on the enrollment **as** of September **30th, 1980** as shown below. A **10%** change in enrollment shall reflect an **8% decrease/increase** in administration allowance but this shall be reviewed each September 30th and shall be established allowance for that school year.

Margaret Barbour	650
Scott Bateman	450
Kelsey	752
Mary Duncan	490
Opasquia	511

ARTICLE 5 - TRAINING ASSISTANCE LOAN

5.01 A training assistance loan up to **\$175** per course shall be paid towards the teacher's expenses **for** courses **of** any University. The course **must** be recognized by the Department of Education to advance the teacher in his **or** her academic **or** professional standing. Training assistance loans will only be considered after written request **is** made to the Board and is approved by the Superintendent. Approval to be given one month following the request. Only courses benefiting the school division will be considered.

5.02 One-half the amount loaned will be deducted from the loan per year **for** each year the teacher remains on staff in this division following the successful completion of the **course(s)** until the balance owing is nil. All loan applications must be submitted before the course **commences**. The loan shall be made immediately following approval of the loan application.

ARTICLE 6 - SUBSTI

6.01 (a) The salary rate for substitute teachers shall be paid according to the qualifications as follows:

ARTICLE 6 CONTINUED

6.01 Continued

Classes 0 - 3 \$60.00 ,includes vacation pay
Classes 4 - 7 \$70.00 includes vacation pay

- (b) Should a teaching substitute have consecutive teaching days of employment in one position for a period of more than 10 days, payment shall be made at the rate of 1/200th of the substituting teacher's salary according to the schedule for his/her qualifications and experience during the total period of employment in one position. Payment in such cases will be on the substitute rate until the teacher has presented proof of his or her qualifications.

ARTICLE 7 - LEAVE

7.01 Compassionate Leave

Five (5) days compassionate leave may be granted at no loss of pay at each occurrence of the death or serious illness of a husband, wife, son, daughter, mother, father, grandmother, grandfather, brother or sister or in-laws.

Additional leave may be granted at the discretion of the Board.

7.02 Educational Leave

After a period of five years on staff, a teacher may be granted one year educational leave. Such leave shall be subject to the following conditions:

- (a) Application must be made for such leave not later than February 28th and the decision given to the teacher not later than March 31st. Leave shall become effective September 1st for a period of one year. All applications shall be reviewed by an Evaluation Committee consisting of two representatives of the Board and two representatives of the Association or one Board member and the Superintendent and two members of the Association.
- (b) The number of teachers granted educational leave in any one school year shall not exceed two.
- (c) The salary paid during educational leave will be determined as follows:
- 5 years service - 50%
6 years service - 60%
7 years service - 70%

The above percentages are calculated on and applicable to the salary of the applicant at the time the application is submitted or \$27,827.00 whichever is the lesser.

- (d) Educational leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments.

ARTICLE 7 CONTINUED

7.02 **Continued**

- (e) The teacher shall sign an agreement to return to **his/her** duties **for** the opening of the new school year following expiration of the leave and shall further undertake not to resign **or** retire from the services of the board **for** the period of at least two years after his return. **If** this agreement is broken the teacher will reimburse the board on a pro rata basis.

- (f) Educational leave salary shall be paid on a monthly basis and shall be authorized on presentation of proof of enrollment in **an** approved course at a recognized University **or** College.

7.03 **M.T.S. Leave**

A **teacher**, being a member of The Manitoba Teachers' Society Executive Committee **or** of the Executive Committee of any branch thereof, **or** of any **special** committee of the Society, or being appointed an official representative **or** delegate of the Society or 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** on not **more** than a total of five (5) teaching days in any one school year. A maximum of **50** days in total **may** be taken for **the** purposes mentioned above during any school year by members of the Association. **No** additional leave of absence beyond **50** days in a school year shall be taken **for** the purposes mentioned above except with the consent and approval of the Board. In all cases the teacher shall notify the Board thereof prior to taking such leave. The cost of providing a substitute teacher shall be assumed by the Society and shall not be a charge upon the division.

7.04 **Maternity Leave**

- (a) Every female teacher shall be entitled to maternity leave.

- (b) The condition of maternity leave shall be determined by the teacher and the Board **to** their mutual satisfaction.

- (c) The Board shall provide the teacher with a copy of the agreement reached in clause **(b)** above.

- (d) Maternity leave shall **not** constitute a break in employment.

- (e) At the termination of the maternity leave the teacher will be reinstated in the position occupied by her at the time such leave commenced or in a comparable position without less than the **same** salary and benefits.

- (f) Nothing in the foregoing shall reduce the teacher's rights **for** maternity leave as outlined for those covered by **Employment** Standards Act.

ARTICLE 7 CONTINUED

7.05 Personal Leave

Personal leave will be considered upon **application** to the Superintendent. In the event that such leave is granted the teacher **may** be requested to pay the cost of a substitute.

7.06 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 the second year
- 60 teaching days in the third year
- 80 teaching days in the fourth year
- 90 teaching **days** in the fifth and consecutive **years**

(c) There shall be no accumulation of sick leave credited for periods of "Leave of **Absence**" and/or "Educational Leave".

7.07 Leave for Jury and Witness Duty

An employee covered by this agreement, **who** is required to perform jury duty or appear as a subpoenaed witness in a court of criminal jurisdiction in a criminal proceeding on a day in which he would normally have worked, will be reimbursed by the employer for the difference between the pay received, excluding any expense **money**, and his or her regular salary.

An employee at the employer's discretion **may** be required to Furnish supporting documents **to** his or her claim relative to the foregoing.

ARTICLE 8 - INTEREST ON RETROACTIVE PAY

The Division shall pay interest on net retroactive pay to all employees covered by the agreement at the rate of **8%** per annum, or at the Division's current rate of borrowing, whichever is **the** lesser, from the period beginning January **31, 1985** up to the date of payment of the retroactive payment.

ARTICLE 9 - GROUP LIFE INSURANCE PLAN

9.01 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.

ARTICLE 9 CONTINUED

- 9.02 Unless otherwise excluded, the employees share of annual premium shall be deducted in equal amounts from each salary cheque, **for** all participants in the plan.
- 9.03 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.

ARTICLE 10 - SALARY CONTINUANCE INSURANCE

The Board will administer a salary continuance insurance plan **for** the teaching staff by payroll deduction of premiums and remit the premiums to the carrier of the plan.

Teachers ~~on~~ staff at the effective date of the implementation of **the** plan in the division shall have the option of participating in the plan.

Teachers coming on staff after the effective date of the implementation of the plan in the division shall be automatically enrolled in the plan.

ARTICLE 11 - DENTAL PLAN

- 11.01 The Division shall provide a Dental Benefit Plan registered in the ~~name~~ of the Division.
- 11.02 The dental plan will provide basic services coverage **equal** to ~~or~~ better than Level I of the **MTS Blue Cross** Dental Plan.
- 11.03 Premiums **for** the dental plan will ~~be~~ paid by the Division and the annual premium cost will be fully recovered by reducing the salary schedule ~~as~~ of July **1st, 1981** by the same dollar amount **for** all employees. Any future changes in premium costs of the plan will also be reflected by a uniform dollar change in the salary schedule at an established annual date.
- 11.04 The plan will be compulsory for all eligible teachers.
- 11.05 The Division will implement the plan as soon as possible after signing of the collective agreement.
- 11.06 Copies of **all** division correspondence with the dental plan carrier shall be forwarded to the **KTA**.

ARTICLE 12 - HEALTH BENEFIT PLAN

The board will adminieter a group health benefit plan by making the required deduction from participating teachers and remitting same to the carrier.

ARTICLE 13 - DEDUCTION OF MTS FEES

- 13.01 Upon written request on a form approved by the Minister of Education and filed with the Secretary-Treasurer of the Division by the teacher concerned, the teacher's annual fees to The Manitoba Teachers' Society shall be deducted in twelve (12) installments from the teacher's salary and forwarded to The Manitoba Teachers' Society by the Secretary-Treasurer.
- 13.02 The teacher's annual fees to the local Association of the MTS will be deducted in the month of September from the teacher's salary. The Secretary-Treasurer will forward the sum of all the deductions to the local Association by October 1st. The local Association shall inform the Secretary-Treasurer of any changes in the local fee prior to September 1st of any year.
- 13.03 All teachers who are not members of the MTS shall be required to pay the fees of both the local Association and the Provincial Society. The fees shall be deducted as outlined in 13.01 and 13.02.

ARTICLE 14 - DISPUTES CONCERNING THIS AGREEMENT

Any differences 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 ten teaching days from the date when the Association takes up the matter with the Board or the Board notifies the Association in writing of its desire to have the differences negotiated, shall, upon written request of either party be submitted to an arbitration board, consisting of three members. Each of the parties of 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 mutually satisfactory to both. Should the two arbitrators fail to agree upon a chairman within the required seven days, either party may request the Minister of Education to make the appointment of a Chairman.

Except as herein provided the Arbitration Act shall apply.

ARTICLE 15 - LAY-OFF

Procedures for identifying teachers as surplus to staffing requirements:

- a) Where the board has determined that a reduction in staff is necessary, it shall identify those teachers to be laid off in accordance with the procedures set out below after determining the subject, program and administrative needs of the board.

Where sufficient and adequate facilities for Vocational Industrial education exist in the M.B.C.I. and sufficient enrolment and interest for these courses, as determined by the board, warrants the offering of such courses, the teachers presently employed shall be retained to instruct these programs, provided the teacher(s) have the necessary qualifications, education and experience to instruct in these programs.

- b) When the board has determined that a reduction in staff is necessary, the Kelsey Teachers' Association shall be made aware of this necessity and the reasons for such a reduction will be communicated to the Association.
- c) If the board lays-off 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.

ARTICLE 15 CONTINUED

- d) For the **purpose** of identifying the teachers to be laid off first consideration for lay off will be given to the least senior teacher provided that the remaining teachers have the necessary qualifications, education and experience to perform the work in the remaining positions.
- e) The board shall, as soon as possible after the commencement of the spring and fall terms, prepare a seniority list; **post** a copy of **same** in the board office and provide a copy to the Association. Seniority shall be determined on the basis of the following criteria:
- i) the length of continuous teaching experience with the Division;
 - ii) where teachers have the **same** length of employment with the Division, the **order** on the seniority list shall be determined on the basis of total recognized teaching experience in Manitoba.
 - iii) if the length of teaching experience, as defined in (i) and (ii) is equal, the order of appearance on the seniority list shall be determined by the Board.
 - iv) **for** the purpose of this article, an approved leave of absence to interrupt the continuity of **service** and the duration of such leave shall be considered as teaching experience for seniority purposes, but not for salary purposes.
 - v) **for** the purpose of this article, any approved leave of absence in excess of one (1) school year shall not be **deemed** to interrupt the continuity of service, but the duration of such leave shall not be considered as teaching experience for seniority or salary purposes.
- f) Each teacher shall be permitted a period of ten (10) working days after the posting of the seniority list to protest in writing to the Superintendent any alleged omission **or** incorrect listing, but such protest shall be confined to errors **or** changes occurring subsequent to the posting of any previous seniority list. In the event **that** a teacher does not file a written protest with the Superintendent within the time stipulated, his **or** her placement on the seniority list shall be **deemed** correct.
- g) A teacher shall **lose** seniority for any of the following reasons:
- i) the teacher resigns.
 - ii) the teacher becomes employed with any school jurisdiction, as a regular full **time** teacher under a statutory form contract of employment.
 - iii) the teacher fails to return to work after the termination of any leave granted **him/her** by the board.
 - iv) the teacher is not re-employed within one calendar year after September 30th following the date of lay-off.
 - v) the teacher's contract **is** terminated for cause.
 - vi) the teacher fails to comply with paragraph "L" of this **policy**.

ARTICLE 15 CONTINUED

- h) Notice of lay-off and a copy of this clause shall be given to the teacher by certified mail no later than the first day of ~~My~~ of the school year. The teacher, within ten (10) calendar days of receiving notice of lay-off, shall indicate, in writing, his/her wish to be placed on the re-employment list. Notwithstanding anything else in this collective agreement, failure to respond within the time limit specified in this clause shall relieve the onus on the division for that teacher's placement on the re-employment list.
- i) Teachers who have been laid off in accordance with this article shall be placed on the re-employment list and teacher(s) with the ~~most~~ seniority has/have the necessary qualifications, education, and experience for the available position(s).
- j) Teachers on the re-employment list shall have the right of recall for a period of one calendar year after September 30th following the date of lay-off.
- k) It shall be the responsibility of the teacher at all times to keep the Board informed of his/her current address.
- l) 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 certified 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 collective agreement, within five (5) working days of the certified letter being received, 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 fourteen (14) calendar days following such notification, unless by mutual agreement. If a teacher refuses a position for which that teacher has the necessary qualifications, education, and experience, such teacher shall lose all rights to recall.
- m) Where a teacher is recalled in accordance with paragraph "i", such teacher shall not suffer loss of:
 - i) accumulated sick leave;
 - ii) seniority gained prior to being laid off.
- n) The lay-off and recall procedures set out in this article shall have no application to teachers who have not completed ~~more~~ than one year of continuous paid service with the Division nor to teachers employed for a period of less than one school year on the express written understanding that the teacher will not, after completion of such time, be employed by the Board.
- o) The Board shall not retain teachers within the categories described in "n" above where teachers subject to this article are laid off except where consideration of qualifications, education and experience necessitates such action in order to fulfil the positions as determined by the board in clause (a).

ARTICLE 15 CONTINUED

DEFINITIONS

EDUCATION

Instruction obtained as preparation for, or continuing education within the profession of teaching: which leads to development of a particular skill or proficiency with respect to a particular course(s) or subject(s).

QUALIFICATIONS

The classification in which a teacher is placed by the Teacher Certification and Records Branch of the Department of Education.

EXPERIENCE

The practical application of training over a period of time with respect to a particular course(s) or subject(s).

Dated at The Pas, Manitoba this 26th day of April, 1985.

Chairman

Secretary - Treasurer

Signed and agreed on behalf of the Kelsey Teachers' Association No. 45 of The Manitoba Teachers' Society.

President

Vice-President

Secretary