

SOURCE	Manitoba Teachers' Soc.		
EFF.	86	01	01
TERM.	86	12	31
No. OF EMPLOYEES	156		
NOMBRE D'EMPLOYES	S.D.		

1986
COLLECTIVE AGREEMENT BETWEEN
THE KELSEY SCHOOL DIVISION NO. 45
AND
THE KELSEY TEACHERS' ASSOCIATION NO. 45
OF
THE MANITOBA TEACHERS' SOCIETY



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 29th day of April 1987.
- 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, 1986 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.

JUL 15 1987

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.

0495902

ARTICLE 3 CONTINUED

3.02 (a) **Basic Schedule 1986**

	<u>Class I</u>	<u>class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>class VI</u>	<u>Class VII</u>
0	17649	19275	21242	25901	27648	29162	30770
1	18684	20309	22438	27431	29185	30647	32253
2	19718	21342	23634	28959	30723	32132	33737
3	20563	22195	24646	30312	32262	33615	35223
4	21410	23048	25657	31664	33797	35098	36706
5	22103	23902	26669	33016	35129	36584	38189
6	22794	24755	27681	34367	36458	38068	39675
7		25607	28693	35718	37788	39551	41159
8		26462	29746	37071	39118	41036	42641
9				38421	40448	42519	44127
10				39782	41778	44004	45609

(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) teachers in the employ of the Division on December 31, 1985 and still so employed on January 1, 1986 shall maintain their placement on scale as it existed on December 31, 1985 and shall move within their classification in accordance with Article 3.02(b) (increment).

(b) (i) Any teacher who gives written notice and verification that he/she has already embarked upon a program of improving his/her educational qualifications prior to June 30, 1987 (to the extent that such a program is articulated in such written notice); and

(ii) All Class I, II, and III teachers;

Shall be paid the allowance for additional qualifications which shall be 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.

(c) In respect of all other teachers the present mobility on the salary grid will apply if:

(i) Prior to commencing upon a program leading to increased qualifications the teacher gives notice to the Division of his/her intention to do so; and

(ii) The Division does not within sixty (60) days of receipt of such notice advise the teacher in writing that in its considered opinion such improved qualifications would not be of benefit to the educational needs of the Division.

(iii) If the teacher does not so notify the Division, or if after the teacher has notified the Division, the Division advises the teacher as aforesaid, the teacher's mobility on the salary scale shall be to the higher classification for which the teacher has qualified at the step on the scale nearest to but not less than the rate of pay prior to the improved qualifications.

(d) In coming to a conclusion that the improved qualification would not be of benefit to the educational needs of the Division, the Division shall take into account all relevant factors and shall act reasonably and fairly having regard to all circumstances.

(e) Effective January 1, 1986 teachers entering the Division shall be placed on the salary schedule in accordance with their qualifications as recognized by the Certification and Records Branch of the Department of Education.

(i) If the teacher has not changed his/her academic classification since January 1, 1986, he/she should be credited with the additional years of experience gained since that time in order to determine the salary to be paid him upon commencing employment with the Division.

(ii) If the teacher has changed his/her academic classification since January 1, 1986 the salary to be paid him/her upon commencing employment with the Division shall be determined as if the teacher had been teaching in the Division at the time of reclassification in accordance with the provisions of this Article.

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

(iv) In the event that a conflict arises between this clause and any other clause in the Collective Agreement, this clause shall be deemed to modify the other clause or clauses.

(v) **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.

(vi) 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.

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

(a) be paid according to their qualifications as established in Article 3 Salary Classification;

ARTICLE 3 CONTINUED

- (b) 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.

ARTICLE 4 - ALLOWANCES

- 4.01 (a) An allowance of \$404 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 \$605.
- (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	11012	11630	12248
Scott Bateman	7848	8466	9084
Kelsey	8709	9327	9945
Mary Duncan	7079	7697	8315
Opasquia	7079	7697	8315

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) The above scale has been established based on the enrollment as of **September 30th, 1986** 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	817
Scott Bateman	459
Kelsey	504
Mary Duncan	402
Opasquia	453

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 - SUBSTITUTES

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

Each teacher shall be allowed compassionate leave without **loss** of salary up to, but not exceeding a total of ten (10) teaching days in any one school year, but not **more** than five (5) days on any one occasion of absence for the following:

In the case of death **or serious** illness to any member of the immediate family of the teacher: immediate family to include father, mother, sister, brother, son, daughter, wife *or* husband, legal guardian and/or a child under legal guardianship, father-in-law, mother-in-law, grandparent, grandparent-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, daughter-in-law of the teacher.

Additional leave for compassionate reasons **may** be granted at the discretion of the Board. In all cases, the teacher shall notify the Board thereof prior to taking such leave. The Board reserves the right to request certified evidence **from** a physician **for** any absences **as** allowed herein.

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 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%**

ARTICLE 7 CONTINUED

7.02 Continued

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.
- (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) Were 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".
- (d) In the event a teacher is injured during the course of other employment, the amount of sick leave payable shall be reduced by the amount of compensation, salary, or other benefits the teacher is entitled to receive as a result of that employment, provided however that the Division shall only pay an amount necessary to bring the teacher's income to the net level it would have been had he/she provided services to the Division.
- (e) For the purposes of determining sick leave under the Collective Agreement:
 - (i) the number of days a teacher is on sick leave with pay shall be deducted from his accumulated sick leave with pay entitlement.
- (f) teachers employed on a part-time basis and who have a contract with the Division, shall be granted sick leave with pay pro-rated based on full-time equivalents.
- (g) teachers employed on a contract pursuant to the provisions of The Public Schools Act shall be entitled to sick leave during the term of the contract under the same terms and conditions as teachers regularly employed by the division but the number of days entitlement shall be in the proportion as the total number of days taught is of the number of days in the current school year multiplied by twenty (20).

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, 1986 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.
- 9.02** Unless otherwise excluded, the employees share of annual premiums shall be deducted in equal amounts from each salary cheque, for all participants in the plan.
- 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 MAST/MTS Dental Plan.

ARTICLE 11 CONTINUED

- 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 administer 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 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.
- 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 term, 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 in excess of one (1) school year shall not be deemed to interrupt the continuity of service but 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.

ARTICLE 15 CONTINUED

- 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.
- 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 May 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**.

ARTICLE 15 CONTINUED

- 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).

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)**.

ARTICLE 16 - DISCIPLINE

- a) **No** teacher shall be **disciplined** without just and reasonable cause. The **Board** or its **designates** shall have the right to suspend a teacher with or without pay subject to this Article. For the **purposes** of this Article, the following definition of discipline shall apply:

The imposition by the School Board or any agent thereof of a penalty of any kind on a teacher, including but not restricted to reprimands and/or **suspensions** but excluding termination of employment.

- b) **No** teacher **shall** be disciplined without just and reasonable cause.

ARTICLE 16 CONTINUED

- c) Where this School Board, or a person or persons acting on behalf of the School Board disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just and reasonable cause, the Board's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 14.

- d) When such a difference is referred to a Board of Arbitration under Article 14, the Board of Arbitration shall have the power to:
 - i) uphold the discipline;
 - ii) rescind the discipline;
 - iii) vary or modify the discipline;
 - iv) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - v) do one or more of the things set out in sub-clauses (i), (ii), (iii), and (iv) above.

Dated at The Pas, Manitoba this 29th day of April, 1987.

Chairman

Secretary-Treasurer

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

President

Vice-president

Secretary