

SOURCE	M.T.S.		
EFF.	87	01	01
TERM.	87	12	31
No. OF EMPLOYEES	110		
NOMBRE D'EMPLOYÉS	80		

1987
COLLECTIVE AGREEMENT BETWEEN
THE MOUNTAIN SCHOOL DIVISION NO. 28
AND
THE MOUNTAIN DIVISION ASSOCIATION NO. 28
OF THE MANITOBA TEACHERS' SOCIETY

ARTICLE I

It is the intent and purpose of the parties of this agreement to promote and improve the working relations between the Mountain School Division No. 28 (hereinafter referred to as the Board) and the Mountain Division Association No. 28 of The Manitoba Teachers' Society (hereinafter referred to as the Association) to establish a salary schedule, as provided for in section 2 of the individual Statutory Contract and to establish allowances for measurable responsibility.

ARTICLE II - EFFECTIVE PERIOD

1. ~~This agreement shall come into force and shall take effect on the first day of January 1987 and shall remain in full force and effect for a period of one year from that date and shall thereafter continue in effect from year to year unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Such notice shall be given not later than the 15th of October, prior to the year in which such termination or amendment is desired.~~
2. Subject to the foregoing, this agreement shall remain in full force and effect during collective bargaining, including conciliation and arbitration, with a view to renewal or revision of this agreement or the conclusion of a new agreement.

ARTICLE III - SALARIES

1. **Education Qualifications**

- a) Except as hereinafter provided, for the purpose of the salary schedule, members of the teaching staff shall be classified in accordance with the classification established by the Administration and Teacher Certification Branch of the Department of Education (Manitoba Education).

The Corresponding classification shall be as follows:

PIA1	Class 1
P1A2	Class 2
P1A3	Class 3
P1A4	Class 4
PIA5, P2A4	Class 5
P1A6, P2A5	Class 6
P2A6	Class 7

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ARTICLE III - SALARIES CONTINUED

b) A Change in Classification

The onus is on the teacher to give notice to 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 has been registered with the Teacher Certification and Records Branch. When such evidence has been submitted the salary change shall become effective the First day of September of the year in which such increased qualifications are obtained, provided evidence of increased qualifications are submitted to the Board by December 31st. If such evidence is not submitted by December 31st, the change in classification will be effective the first of the month following receipt of such evidence by the Division office.

- c) Permit teachers shall be paid \$750.00 below the class in which they would otherwise be entitled if fully qualified.
- d) Permit teachers with qualifications below Class 1 shall be paid \$750.00 below Class 1 minimum.

2. BASIC SALARY SCHEDULE - JANUARY 1, 1987 TO AUGUST 31, 1987

Experience	P1A1	P1A2	P1A3	P1A4	P1A5	P1A6	P2A6
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	16641	18532	20975	25255	27056	28550	30159
1	17557	19774	22490	26864	28744	30297	31949
2	18474	21016	24005	28474	30432	32045	33738
3	19391	22258	25520	30084	32121	33793	35527
4	20307	23500	27035	31694	33809	35541	37316
5	21224	24743	28551	33304	35497	37289	39105
6	22141	25986	30066	34914	37185	39037	40894
7				36524	38873	40785	42683
8				38134	40561	42533	44472
9				39749	42256	44284	46263

BASIC SALARY SCHEDULE - SEPTEMBER 1, 1987 TO DECEMBER 31, 1987

Experience	P1A1	P1A2	P1A3	P1A4	P1A5	P1A6	P2A6
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	16802	18712	21179	25500	27319	28827	30452
1	17728	19966	22708	27125	29023	30592	32259
2	18653	21220	24238	28751	30728	32356	34065
3	19579	22474	25768	30376	32432	34121	35872
4	20505	23729	27298	32002	34137	35886	37678
5	21430	24983	28828	33627	35842	37651	39485
6	22356	26238	30358	35253	37546	39416	41291
7				36878	39251	41181	43098
8				38504	40955	42946	44904
9				40135	42666	44714	46713

ARTICLE III - SALARIES CONTINUED

3. ALLOWANCE FOR EXPERIENCE

Placement for experience shall be recognized on the same basis as that used by the Department of Education (Manitoba Education).

4. ADMINISTRATIVE ALLOWANCE

a) Effective January 1, 1987, a principal shall receive an allowance of \$385.23 per supervised teacher (excluding teaching principals) over and above the basic salary, for administrative and supervisory duties with a minimum of \$1,948.89 to a maximum of \$7,727.40.

Effective September 1, 1987 a principal shall receive an allowance of \$388.97 per supervised teacher (excluding teaching principals) over and above the basic salary, for administrative and supervisory duties with a minimum of \$1,967.81 to a maximum of \$7,802.42.

b) The Board in consultation with the Superintendent and principal shall appoint on a yearly basis an acting principal, who in the absence of the principal, shall assume his/her duties and shall receive an allowance of \$2.00 per day or \$1.00 per half day per supervised teacher. Such appointments to be agreed to by the affected teacher(s).

5. PAYMENT CU SALARY

(a) Salaries shall be paid on or before the last teaching Friday in each month on a twelve-month basis. In the case of June, July and August, they shall be paid on the last teaching day of June.

(b) Teachers, teaching part-time, who according to the schedule, will not be working or teaching on the last teaching Friday of a particular month (except for June, July and August) may pick-up their cheque on the last Thursday afternoon of that month, from the Board office, provided arrangements have been made one week prior.

6. SUBSTITUTE TEACHERS

a) The rate of payment for substitute teachers shall be on the following scale:

Substitute teachers in Class 4 and higher	\$65.56
Substitute teachers - all other	\$57.91

These rates to be effective September 1st, 1987, and are inclusive of vacation pay.

ARTICLE III CONTINUED

- b) Should a substitute have continuous employment in one position for a period of 5 half days or 5 full days or more or where a substitute teacher is regularly relieving a principal and/or has definite subjects to teach, payment shall be made at a rate of 1/400th or 1/200th of the rate of the teacher's salary for his/her qualifications and experience during the total period of employment in one position.

7. **ROTATING TEACHERS MILEAGE ALLOWANCE**

A mileage allowance shall be paid at a rate fixed by a Board resolution.

a. **MULTI-GRADE ALLOWANCE**

Effective January 1, 1987, teachers teaching 60% or more of his/her time in multigraded classes shall receive \$401.46 above basic salary. Part-time teachers shall receive this additional allowance at a prorata basis.

Effective September 1, 1987, teachers teaching 60% or more of his/her time in multigraded classes shall receive \$405.36 above their basic salary. Part-time teachers shall receive this additional allowance at a prorata basis.

ARTICLE IV - LEAVE OF ABSENCE

1. **SABBATICAL LEAVE**

- a) The Board will, upon request, grant Sabbatical leave to one member of the teaching staff per year.
- b) All applications must be submitted not later than February 28 of the year in which consideration is asked. The Board is to respond by March 15, of the same year.
- c) Sabbatical leave will be granted for further academic study. The merit of the particular program chosen should be set forth by the teacher applying in a letter to the Board.
- d) Upon returning from Sabbatical leave, the teacher shall assume a position in the Division which is compatible with his/her training and experience.
- e) The Board will determine who will get leave if and when more than one teacher applies.

2. **COMPASSIONATE LEAVE**

- a) Each teacher shall be allowed compassionate leave without loss of salary up to, but not exceeding three (3) days in any one school year, in case of death or serious illness of any member of the immediate family of the teacher. Immediate family is to include Father, Mother, Sister, Brother, Wife or Husband, Son or Daughter, Grandparents, Grandchild and the immediate family of the spouse.

ARTICLE IV - LEAVE OF ABSENCE CONTINUED

2. Continued

Each teacher shall be allowed one-half (1/2) day leave without loss of salary in case of death or serious illness of an aunt or uncle of the teacher, and, such leave shall be included in but not exceed the maximum three (3) days compassionate leave allowed in any one school year stated above. Leave beyond this amount on compassionate grounds may be granted at the discretion of the Board. In all cases the teacher shall notify the Board prior to taking such leave.

Regarding in-laws not covered in the above paragraph, each teacher shall be allowed leave not exceeding the total amount stated in the above paragraph. In such a case, however, substitute fees will be deducted.

- b) Members of a Religious Order shall be entitled to one day of compassionate leave in case of the death of any member of the same Order. In such a case, substitute fees will be deducted.

3. **PERSONAL LEAVE**

The superintendent shall grant leaves with deduction of \$61.73 per day effective September 1, 1987 for the following:

- a) A total of two (2) days per school year for personal reasons of the teacher. This leave shall not be used for recreational purposes.
- b) A maximum of two (2) days per school year for the writing of university exams during school hours provided the examination is in a course leading to a higher classification on the basic scale of this agreement and that the superintendent is notified prior to the leave.

4. **JURY DUTY SERVICE**

A teacher who is called upon to serve on a jury panel shall be paid his/her regular salary. The teacher shall make himself/herself available for duty at his/her school during regular school hours when not required at Court. Any fee or payment exclusive of meal, transportation and lodging fees received by reason of service as a juror for school days shall be forwarded to the Division.

5. **M.T.S. LEAVE**

- a) 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 for not more than a total of five (5)

ARTICLE IV - LEAVE OF ABSENCE CONTINUED

5. **Continued**

teaching days in any one school year, provided that a substitute satisfactory to the board can be secured, and that the cost of providing such a substitute is assumed by the Society. In all cases the teacher shall notify the board as soon as possible prior to taking such leave. A maximum of twenty (20) days in total may be taken **for** the purposes mentioned above during any school year by members of the Association.

- b) It is understood that the President of the Local Association shall be entitled to a maximum of five (5) teaching days for Local M.T.S. duties in any school year under the conditions stipulated in Part A. Moreover, these days shall form part of the maximum twenty allowed in Part A.

6. **MATERNITY LEAVE**

Conditions and entitlement to maternity leave shall be as per current Employment Standards Act (CAP E110) of the Province of Manitoba. The Association will advise or provide this information to their members.

7. **ADOPTIVE LEAVE**

The Board shall grant fifteen (15) weeks of leave without pay **for** the adoption of a child. This leave shall commence the day the adopted child enters the teacher's home. The period of leave without pay may be extended by mutual agreement between the teacher and the Board to a maximum of one (1) year.

a. **CUMULATIVE SICK LEAVE**

Where a teacher is sick, he/she shall be entitled to sick leave during his/her sickness and to be paid his/her salary during his/her sickness subject to the following conditions:

- a) Each teacher who is continuously employed by the Board shall accumulate **entitlement** for sick leave at the rate of one (1) day of sick leave for every nine (9) days of actual teaching service, to a maximum of 20 days per year but the total sick leave which shall be allowed to accumulate shall not exceed 75 days. Teachers on less than full time contract shall have sick leave pro-rated accordingly.
- b) Teachers employed on a part-time or temporary basis with the Division shall be granted sick leave with pay pro-rated based **on** full time equivalents.
- c) Each school year, twenty days minus the number of days **taken** as sick leave in that school year shall be advanced to a teacher **if** the teacher has exhausted all accumulated sick leave. If said teacher terminates his/her employment with the Board the sick leave advanced but not subsequently earned shall be reimbursed to or recovered by the Board.

ARTICLE IV - LEAVE OF ABSENCE CONTINUED

8. Continued

- d) The Board may require that the sickness be certified by a physician who may be appointed by the Board.
- e) Substitute teachers shall earn sick leave on the basis of one day paid sick leave for every nine (9) consecutive days taught. The entitlement to sick leave will not be accumulative.
- f) Should the Division become eligible for a reduction in the premiums under the Unemployment Insurance Act, the teachers' 5/12 share of the premium reduction will be remitted twice yearly (at the conclusion of the Spring and Fall terms) to the Secretary-Treasurer of the Local Association.

ARTICLE V - PROVISION FOR SETTLEMENT OF DISPUTES

Any difference 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 has been officially brought to the attention of the parties involved within 35 teaching days of the event leading to the dispute or within 35 teaching days from the date on which the grievor became aware of the event giving rise to the alleged violation or difference, which is not settled to the satisfaction of the parties within 10 teaching days from the date when the Association takes the matter up with the Division, or the Division notifies the Association in writing of its desire to have the difference negotiated, shall upon the written request of either party, be submitted to an arbitration board consisting of three (3) members. Each of the parties to the dispute shall, within 7 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 period of 7 days after their appointment, shall meet and select a chairman. Should the two arbitrators fail to agree upon a chairman within the required seven days, either party may request, the Minister of Education to appoint a chairman, Alternatively the parties may agree to a single arbitrator.

Except as herein provided, the Arbitration Act shall apply.

ARTICLE VI - TUITION FEES

The board will pay tuition fees for courses taken at the request of the Board.

ARTICLE VII - RIGHT TO CONSULTATION

- 1. All administrators have the right to consultation in respect to terminations of or change of appointment to any administrative position. Such consultation to be made by May 21st, of current year.
- 2. All teachers have the right to consultation in respect to transfers. Such consultation to be made by May 21st, of current year.
- 3. All teachers have the right to consultation in respect to assignment of grade and/or subject area. Such consultation will be made by May 30th, of current year. Changes in assignment may be made after that date, if required and reasonable.

ARTICLE VIII - M.T.S. FEES

1. Local Association fees, as determined by the Local Association Executive, shall be deducted from the October cheque unless the teacher has given written notice to the Board prior to September 30th that ~~he/she is~~ opposed to the deduction.
2. Deduction of The Manitoba Teachers' Society 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 with the ~~September~~ cheque 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.

ARTICLE IX - GROUP LIFE INSURANCE

1. The Board will administer the Manitoba Public School ~~Employees~~ Group Life Insurance Plan ~~No. 22727~~ according to the terms and conditions of the Master Policy of ~~the~~ said plan.
2. The employees' share of premiums shall be deducted at source ~~for~~ all participants in the plan.
3. 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 ~~for~~ the Manitoba Public School Employees Group Life Insurance Plan.

ARTICLE X - SAI CONTINUANCE INSURANCE

1. The Board shall administer the Teachers' Salary Continuance Plan to which other employees of the Division may participate, ~~if~~ the local association is agreeable. The Board shall not contribute to any payment of ~~the~~ premiums.
2. All new teachers employed by the Mountain School Division shall participate in the Salary Continuance Plan of the Local Association.

ARTICLE XI - TRANSFER WITHIN THE DIVISION

Teachers ~~tranferred~~ at the request of the Division shall have their moving expenses paid for by the Division to a maximum of \$403.43.

ARTICLE XII - DEFERRED SALARY LEAVE PLAN

The Board will administer the Deferred Salary ~~leave~~ Plan (D.S.L.P.) ~~as~~ per conditions outlined in separate agreements and ~~subject~~ to appropriate Federal Government tax ruling.

ARTICLE XIII - DEFERRED SALARY RETIREMENT PLAN

The Board will administer the Deferred Salary Retirement Plan (D.S.R.P.) as per conditions outlined in separate agreements and subject to appropriate Federal Government tax ruling.

Dated at Notre-Dame de Lourdes, Manitoba, this 13th day of July 1987.

Signed and agreed on behalf of the Board this 13th day of July 1987.

MOUNTAIN SCHOOL DIVISION NO. 28

Chairman

Secretary-Treasurer

Signed and Agreed on Behalf of the Association this 13th day of July 1987.

MOUNTAIN DIVISION ASSOCIATION NO. 28
OF THE MANITOBA TEACHERS' SOCIETY

President

Secretary

Chairman Negotiation Committee

