

1987
COLLECTIVE AGREEMENT BETWEEN
THE ROLLING RIVER SCHOOL DIVISION NO. 39

AND
THE ROLLING RIVER DIVISION ASSOCIATION M. 39
OF
THE MANITOBA TEACHERS' SOCIETY

SOURCE	Sch. Bd		
EFF.	87	01	01
TERM.	87	12	31
No. OF EMPLOYEES	147		
NOMBRE D'EMPLOYES	Ruv		

ARTICLE 1: PURPOSE

It is the intent and purpose of the parties to this Agreement, (hereinafter referred to as "the Agreement") to promote and improve the working relations between the Board and the teachers of Rolling River School Division No. 39 to establish an acceptable salary schedule as provided for in Section 1 of the individual. Statutory Contract: and Finally to provide a basis for both parties to the agreement to improve the professional and academic services rendered to the taxpayers and the school children of Rolling River School Division No. 39.

ARTICLE 1a: SCOPE

This agreement shall cover a teacher holding a valid certificate or who is carrying out full time, part time or substitute teaching duties with the division.

ARTICLE 2: EFFECTIVE PERIOD

All terms of the agreement unless specifically excluded shall be effective as of the first day of, the Spring term of 1987 and shall remain in force until December 31, 1987. Written notice, by either party, by registered mail., indicating a desire to begin collective bargaining with a view to revision of the agreement must be made by November 1st.

ARTICLE 3: SALARY

3.01 (a) Effective the opening day of the Spring term 1987 the minimum and maximum salaries, and annual increments, shall be paid according to the following schedule and regulations thereof:

Yrs. of Exp.	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
0	16946	18832	20601	24869	26649	28316	29881
1	17615	19627	21622	26322	28149	29854	31457
2	18284	20422	22643	27775	29649	31392	33033
3	18953	21217	23664	29228	31149	32930	34609
4	19622	22012	24685	30681	32649	34468	36185
5	20291	22807	25706	32134	34149	36006	37761
6	20960	23602	26727	33587	35649	37544	39337
7	21629	24397	27748	35040	37149	39082	40913
8	22297	25192	28769	36493	38649	40620	42489
9		25990	29790	37946	40149	42158	44065
10				39398	41648	43697	45640
	7x669	8x795	9x1021	9x1453	9x1500	9x1538	9x1576
	1x668	1x798		1x1452	1x1499	1x1539	1x1575

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ARTICLE 3 CONTINUED

- 3.01 (i) Effective the opening day of the Fall term 1987, the minimum and maximum salaries, and annual increments, shall be paid according to the following schedule and regulations thereof:

Yrs. of Exp.	Class 1	Class 2	Class 3	Class 4 C	Class 5 S S	6	Class 7
0	17111	19015	20801	25110	26908	28591	30171
1	17786	19818	21832	26577	28422	30144	31762
2	18461	20621	22863	28044	29936	31697	33353
3	19136	21424	23894	29511	31450	33250	34944
4	19811	22227	24925	30978	32964	34803	36535
5	20486	23030	25956	32445	34478	36356	38126
6	21161	23833	26987	33912	35992	37909	39717
7	21836	24636	28018	35379	37506	39462	41308
8	22514	25439	29049	36846	39020	41015	42899
9		26242	30079	38313	40534	42568	44490
10				39781	42052	44121	46083
	7x675 1x678	9x803	8x1031 1x1030	9x1467 1x1468	9x1514 1x1518	10x1553	9x1591 1x1593

- 3.01 (b) **Permit Teachers**

Shall be paid \$600.00 below the class to which they would otherwise be entitled if fully qualified.

- (c) It shall be the responsibility of each teacher to present proof of qualifications and experience to the Administration and Teacher Certification Branch upon initial employment or re-classification.

- 3.02 (a) **Classification**

Each teacher shall be classified on the basis of Manitoba Regulation 195/83 as amended to date hereof provided that no teacher on staff prior to December 1973, shall suffer a reduction in classification or salary. For the purpose of this agreement the corresponding classification shall be as follows:

P1A1	Class I
P1A2, A3	Class II
P1A3	Class III
P1A4	Class IV
P1A5, P2A4	Class V
P1A6, P2A5	Class VI
P2A6	Class VII

ARTICLE 3 CONTINUED

(b) - **Reclassification**

Reclassification to occur upon receipt, by the Board, of notification from the Administration and Teachers' Certification Branch of Manitoba Education.

Salaries shall be calculated according to the new classification effective the first day of the month during which notification of reclassification is received, with the exception of notification received during July or August when salaries will be adjusted in the following September.

3.03 Allowance for Previous Experience

The minimum rates indicated in the basic schedule (Article 3.01) are for teachers with less than one year of teaching experience before joining the Rolling River Division staff. For teachers with one or more year's experience the minimum rates are increased in accordance with the years of teaching experience as verified by the Administration and Teacher Certification Branch subject to Manitoba Regulations 195/83. The increments for past experience shall be the same as those stated in Article 3.01 above.

3.04 Annual Increments

Teachers shall receive: annual increments as indicated in 3.01 above to maximum salary. The anniversary dates for increments for all teachers shall be September 1st and January 1st, whichever date follows most closely to the gaining of a year's teaching experience.

3.05 Special Qualifications and Related Experience

- (a) (i) Teachers coming on staff and teaching in a trade in which they previously had trade experience gained subsequent to the acquisition of journeyman's papers, shall be paid one (1) increment for every two (2) years of such experience up to a maximum of five (5) increments.
- (ii) Teachers who are being paid one (1) classification above the classification granted by Manitoba Education for grant purposes will continue to receive this payment for a maximum of seven (7) years from the date of commencement of employment.
- (b) Special qualifications and related experience in a teaching capacity, where the use of such is recognized by the Board, and to the extent to which such qualifications and experience are required and applicable in the teaching situation, shall be paid a salary determined by negotiation with the Negotiating Committee of the Rolling River School Division Association No. 39.

ARTICLE 3 CONTINUED

3.06 Payment of Salaries

All salaries shall be paid in ten (10) payments on the last Friday of each month, except in the months of March, June and December when payment shall be made on the last teaching day of the month.

3.07 Administrative Allowance

(a) Effective the opening day of the spring term 1987, principals of one-roomed schools shall be paid an administrative allowance of \$480.00. Principals of all other schools shall be paid \$2,399.00 plus \$363.00 per teacher for every teacher in excess of five to a maximum of \$8,702.00. The principal shall not be classified as a teacher for this calculation.

(a)(i) Effective the opening day of the fall term 1987, principals of one-roomed schools shall be paid an administrative allowance of \$485.00. Principals of all other schools shall be paid \$2,422.00 plus \$367.00 per teacher for every teacher in excess of five to a maximum of \$8,786.00. The principal shall not be classified as a teacher for this calculation.

(b) Assistant Principals shall receive one half of what he or she would receive as principal of that school..

3.08 Acting Principals

For those schools that do not qualify for an assistant principal, or for those schools who have both principal and vice-principal absent due to school business and/or illness, and subject to prior approval by the superintendent, a teacher shall be appointed to act as a principal for the days necessary and that teacher so appointed shall receive 1/2 of the regular principals daily administrative allowance for each day or part day of such appointment. The minimum allowance for any appointment shall be \$8.24, effective January 1, 1987 and \$8.32 effective September 1, 1987, however, on completion of five successive days, payment shall be based on 1/2 the regular principals daily allowance.

3.09 Clinics:, Workshops, Conference, etc.,

(a) All teachers who attend clinics, workshops, or conferences upon divisional, zone or provincial levels, shall be reimbursed for all their travelling expenses with the prior approval of the Superintendent or Board. The submissions are to be made in writing.

(b) The above-mentioned clinics, workshops, or conferences must not be In-Service or Orientation sessions, teacher group meetings or any other sessions which could be interpreted to mean In-Service or Orientation sessions.

(c) This clause is meant to refer to those clinics, workshops, or conferences which are of a special nature either where the Board requests that teachers attend, or where teachers request permission to attend.

(a) **Any special remuneration for those who are designated as support services, shall be negotiated with the Rolling River Association of The Manitoba Teachers' Society.**

- (b) **The Board may appoint and place on level Support. Services Personnel, where they are deemed necessary and additional salary shall be paid according to the following scale:**

Level I - \$ 893

Level III - \$2677

Level II - \$1786

Level IV - \$3570

Level I - \$ 902

Level III - \$2703

Level I I - \$1803

Level I V - \$3605

- (c) Any additional allowance paid above level IV shall be negotiated between the Board and the Rolling River School Association of The Manitoba Teachers' Society.
- (d) Any change in levels to be negotiated for the school year rather than the calendar year.

The Board shall pay interest on net retroactive pay to all employees covered by this Agreement at the lesser of 10% per annum or the average cost of borrowing to the Division for the period January 1, 1987, to June 1, 1987, inclusive and the interest shall be paid for the period from January 1, 1987, to the date that retroactive pay is received.

3.12 **Where requested by a teacher the Board shall deduct from the teacher's monthly salary an amount and deposit said amount in the Payroll Savings Plan, administered by Minnedosa Credit Union Ltd., according to the following provisions:**

- i) that each teacher requesting **such** deduction inform **the** Secretary-Treasurer **between** September 1 **and** September 15 **of the constant amount to be deducted from each monthly cheque** during the school year.
- ii) that the Board submit to the said Payroll **Savings Plan the total amounts deducted each month** during the school year.

ARTICLE 4: SICK LEAVE

- (a) **When a teacher is absent from work because of sickness, he/she shall be entitled to sick leave during such absence and to be paid his salary during this leave. Subject to subsection (b) of this article, 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 days in the second year
 - 60 days in the third year
 - 80 days in the fourth and subsequent years
- (c) **Subsection (b) shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1971.**
- (d) **Should the Division become eligible for a reduction in premium under the Unemployment Insurance Act, the teachers' five-twelfth (5/12) share of the premium reduction will be remitted twice yearly, at the conclusion of the spring and fall terms, to the Treasurer of the Association.**
- (e) **A teacher may be required to furnish a medical certificate when requested by the division.**

ARTICLE 5: MANITOBA TEACHERS' SOCIETY MEMBERSHIP

5.01 Compulsory Membership

Effective the opening day of the Fall Term 1968 membership in The Manitoba Teachers' Society will become a condition of initial employment and continuing employment for a full-time teacher not already employed in the Rolling River School Division No. 39.

5.02 Professional Fees

The teachers' annual Divisional Association fees shall be deducted in its entirety during the month of September. The secretary-treasurer of the Association shall notify the secretary-treasurer of the Division as to the amount: of dues per teacher to be deducted and the person on the executive of the Association to whom the sum of dues are to be remitted. The teacher's annual professional fees to The Manitoba Teachers' Society shall be deducted in ten (10) equal instalments in accordance with the current scale of fees and shall be remitted to The Manitoba Teachers' Society at the end of each month.

ARTICLE 6: LEAVE OF ABSENCE

- 6.01 A teacher being a **member of The Manitoba Teachers' Society Executive Committee** or any **branch thereof or of any special committee** or any branch thereof, and being authorized **by the Executive Committee of the Society** in a matter of **society** business requiring absence from **school**, shall have the right to attend such **meeting** or to act as such representative or **delegate and shall. be excused** from **school** duties **on not more than a total of five** teaching days in any school year. A teacher **who** is serving as **president** of the local association of **The Manitoba Teachers' Society** shall be **excused** from school **duties on not more than a total of eight** teaching days in any school year. A substitute teacher satisfactory to the Board **shall be** provided. The cost of substitute's salary **shall be** borne by **The Manitoba Teachers' Society**. **The number of teaching days so excused may be extended** if **The Manitoba Teachers' Society** member makes a request for an extension to the superintendent. The reasons for **the** extension **shall be** included in any such request and any such request shall not be unreasonably denied,
- 6.02 In the case of a teacher requiring a day from teaching duties for the purpose of writing examinations on subjects required to raise teaching qualifications, such teacher shall provide a substitute teacher, satisfactory to the Board. The substitute's salary shall be deducted From the teacher and the substitute will be paid by the Board.
- 6.03 A teacher may be granted a leave of absence with or without pay For personal reasons with the approval. of the principal or superintendent.
- 6.04 A teacher may be granted upon request leave of absence without pay, subject to the following conditions:
- (1) All applications for such leave shall be submitted to the Board prior to April 1st of the year in which leave is to be granted.
 - (2) A teacher granted leave of absence shall be regarded as still on staff and this leave shall not constitute a break in tenure.
 - (3) Teachers engaged in educational duties during this leave of absence shall accrue increments during that period as outlined in Article 3.01, provided this experience is recognized by Manitoba Education for grant purposes.
 - (4) A teacher, after leave, shall return to a salary in accordance with the current collect ive agreement.
 - (5) The final decision on granting this leave of absence shall rest with a committee composed of three (3) members of the School Board and two (2) members of the Teachers' Association.

ARTICLE: 6 CONTINUED

6.05 Sabbatical Leave

- (a) The Board may,, upon request, grant Sabbatical Leave to members of the teaching staff.
- (b) Sabbatical Leave may, upon request, be granted to a maximum of one teacher for every one hundred (100) teaching staff, or fraction thereof.
- (c) Where all other considerations are very nearly equal, seniority shall be the basis for awarding Sabbatical Leave.
- (d) All applications must be submitted not later than February 1st of the year in which consideration is asked.
- (e) Remuneration while on Sabbatical Leave shall be two-thirds (2/3rds) of the basic salary received by the teacher in the year completed before leave is granted.
- (f) Sabbatical Leave will be granted for further study. The merit of the particular program chosen should be set forth by the teacher applying in a letter to the Board.
- (g) Sabbatical Leave will be granted or rejected by a joint Committee of the Board and The Manitoba Teachers' Society Association. Such committee will be composed of three (3) Board members appointed by the Board and two (2) Association members appointed by the Association President.
- (h) Payment of the award shall be made on a monthly basis in the same manner as it is presently for teachers on staff. Payment of the award will be made with the provisions that the teacher shall return to the Division. If the teacher desires to seek employment elsewhere, he shall repay the amount received as set out below:
 - i) If not returning - full payment
 - ii) If returning for one year only - 50% repayment

If a teacher fails to return after sabbatical, full repayment shall be made on or before September 1st of the year that the teacher would normally resume work in the Division.

ARTICLE 7: SUBSTITUTE TEACHERS

- (a) Effective September 1, 1987 short term substitute teachers (1 to 5 days) shall be paid at the rate of \$54.63 per day, which includes vacation pay.

ARTICLE 7 CONTINUED

- (b) A substitute teacher who, in the judgement of the Principal adequately fulfills the duties of a regular teacher for a continuous period exceeding five consecutive school days shall be paid on a retroactive basis at the rate on salary schedule commensurate with his or her qualifications and experience.

ARTICLE 8: TRANSFER

The Association recognizes the right of the School Division to assign teachers employed by the Division to schools and classes under the jurisdiction of the Division.

The Division shall pay for all reasonable expenses incurred in the transfer of household and personal effects of the teacher who on the initiation of the Division is transferred by the Division to a different school within the Division.

Wherever possible, the Division shall give to any teacher to be affected by transfer the greatest possible advance notice and in any event, shall afford the teacher opportunity for consultation both with respect to the fact of the transfer and details of its accomplishments.

ARTICLE 9: GROUP INSURANCE

- (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) Unless otherwise excluded, the employees share of the annual premiums shall be deducted in equal amounts from each salary cheque for all participants in the plan.
- (c) 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

- 10.01 That a Salary Continuance Insurance Plan be made available to all teachers in the Rolling River School Division.
- 10.02 That all teachers engaged on a full time contract basis after the effective date of the Agreement shall be required to participate in the Salary Continuance Insurance Plan.

ARTICLE 11: JURY DUTY

A teacher who is required to serve on a jury shall receive regular pay during that period. The teacher shall refund to the School Division any payment received for jury duty.

ARTICLE 12: COMPLAINTS CONCERNING TEACHERS

It is agreed **that** before **the** Board formally considers **any complaints concerning** a teacher's professional ability, **the** complaints **must be made** in writing by **the complainant to the** Board and this teacher **must be** advised of the contents of the complaint before any action whatsoever is taken by the Board against the teacher and the teacher **must be** given opportunity to refute such charges either personally or through agent or counsel.

If the Board does **not take action on one or any complaint**, the complaint shall be destroyed immediately.

ARTICLE 13: LAY-OFF PROVISIONS

- (a) (i) The Board shall provide the Association with a seniority list containing the names of all tenured teachers employed by the Division and the Board shall post the seniority list in each school in the Division prior to February 1st of each year. Teachers shall have until February 28th to protest in writing any alleged omission or incorrect listing to the Board. The seniority list as provided or amended must be certified prior to March 7th in each year by both the Association and the Board in writing to be correct.
- (ii) When it is determined by the Board that a lay-off is necessary and where natural attrition, transfers, sabbaticals and leaves of absence do not effect the necessary reduction in staff then lay-offs shall take place in the manner hereinafter set forth.
- (b) Notwithstanding the foregoing, the Board shall have the right to disregard the length of service of any teacher in the event of a lay-off if such teacher does not have the necessary training, academic qualifications and experience for a specific teaching assignment.
- (c) Seniority for the purposes of this agreement is defined to mean the length of continuous teaching experience beginning with the first day of teaching thereafter within the Division.
- (d) Where the teachers have the same length of continuous teaching experience, the order of the seniority list shall be determined on the basis of the total length of employment with the Division.
- (e) Where teachers have the same seniority as defined in (c) and (d), the order of seniority shall be determined on the basis of total recognized teaching experience in Manitoba.
- (f) Where teachers have the same seniority as defined in (c), (d) and (e), the order of seniority shall be determined on the basis of total teaching experience recognized by the Province of Manitoba for classification purposes.
- (g) If the length of teaching experience as defined in (c), (d), (e) and (f) is equal, the teacher to be declared surplus shall be determined by the Board.

ARTICLE 13 CONTINUED

- (h) **A teacher will retain and accrue seniority if absent from work because of:**
 - (i) **illness or accident up to the maximum days accumulated** under the provisions of **the Collective Agreement;**
 - (ii) a leave of absence up to thirty (30) calendar days;
 - (iii) sabbatical leave;
 - (iv) maternity leave under the provisions **of the Employment Standards Act.**
- (i) **A teacher shall retain but not accrue seniority if the teacher is:**
 - (i) **on leave of absence in excess of thirty (30) calendar days;**
 - (ii) **laid-off for a period of time less than that set out in article (j) (iv) hereof;**
 - (iii) will be **absent because of illness or accident for more than the maximum number of days accumulated** under the provisions of **the Collective Agreement;**
 - (iv) **absent because the Division has granted more maternity leave than required by the Employment Standards Act,**
- (j) Without limiting the generality **of the** foregoing, a teacher **shall lose seniority and the** rights to further consideration for **employment** for any of the following reasons:
 - (i) the teacher resigns;
 - (ii) **the** teacher is **employed by** another school division as a full time teacher on a form 2, or **equivalent full time** contract, **approved** by the Minister; except those teachers **who** are **employed** full time on **such** a contract for a limited term not to **exceed one** year;
 - (iii) the teacher fails to return to work after the termination of any leave granted by the Board;
 - (iv) the teacher is not **re-employed** within one (1) calendar year after September 30th **following the date** of lay-off;
 - (v) the teacher's contract is terminated for cause;
 - (vi) any teacher on the **re-employment** list who refuses to accept a position for which the teacher has the necessary training, academic qualifications, and ability to perform the work in the positions **offered shall forfeit all right of** seniority and **re-employment** subject to the exception **contained** in (j) (ii) hereof. In **circumstances as outlined in (j) (ii),** any teacher who refuses to accept **employment shall forfeit all claims to the position** offered.

ARTICLE 13 CONTINUED

(k) **Definitions**

(i) **Training** Instruction received as preparation for **the profession of teaching which leads to the development of** a particular skill or proficiency with respect to a particular **subject or subjects**.

(ii) **Academic Qualifications** Refers to **the classification in which the teacher is placed by the** Administration and Teachers' Certification Branch of Manitoba Education.

(iii) **Experience** **The practical application of the training over a period of time with respect to the particular subject or subjects.**

(l) **In the event of a lay-off, the Board shall meet with the Executive of the Association to discuss the implications of the lay-off and shall provide the Association with a list of teachers to be laid-off.**

(m) **Notice of lay-off and a copy of this article shall be given to the teacher by registered 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.**

(n) **If after lay-offs have occurred and for a period of one calendar year after the 30th day of September following the date of lay-off, teachers who have been laid-off and have given written notice that they wish to be recalled shall be offered the position first, when positions become available and provided such teachers have the necessary training, academic qualifications and experience for the positions available. Seniority with the Board will be used to determine the order in which laid-off teachers are offered the available positions provided that the said teachers have the necessary training, academic qualifications and experience.**

(o) **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 registered 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 six (6) working days of the registered letter being sent, his/her intent to return to work 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.**

(p) **A teacher's accumulated sick leave credit shall not be affected if the teacher is recalled as provided in article (n) above.**

ARTICLE 13 CONTINUED

- (q) **If the** Board terminates **the** contract **of** 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.
- (r) **Notwithstanding any** other provision of this article, **the** foregoing lay-off provisions **shall not apply to** teachers **continuously employed** under one contract **with the** Division for only one (1) year or to teachers **employed** for a specific term where during **that** term the teachers employed **on** the express written understanding that such teacher will **not** after the completion of such term **be employed by the** Division.

ARTICLE 14: DISCIPLINE

The imposition of discipline without just cause by the Division or any agent thereof in the form of written warning(s) and/or **suspension(s) with or without pay shall be subject to the following** provisions:

- (1) Where **the** Division or person(s) acting on behalf of the Division **so** disciplines any person covered **by this** Collective Agreement **and** where **the affected** person is **not satisfied that the** discipline is for **just** cause, **the Division's action shall be deemed to be a difference** between the parties to or persons **bound by this** Collective Agreement under Article 15: **Content Meaning** Application or Violation **of the** Agreement.
- (2) **When such a difference is** referred to a Board **of** Arbitration under Article 15 **the** Board **of** Arbitration shall **have the power to:**
 - a) **uphold the** discipline
 - b) rescind the discipline
 - c) vary or **modify the** discipline
 - d) order **the** board to **pay** all or part **of** any loss of pay and/or **benefits in respect of the** discipline
 - e) **do one or more of the things set out** in subclause (a), (b), (c) and (d) above
- (3) The written warning(s) **shall not include** Performance Evaluations done pursuant to Board policy and any regulations and amendments thereto (hereinafter referred to as **the policy**), except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- (4) The Association agrees **that the Division has the** right to suspend an employee with or without **pay for just** cause.

ARTICLE 15: CONTENT MEANING APPLICATION OR VIOLATION OF THE AGREEMENT

Any difference between the parties to, or persons bound by this agreement or whose behalf it was entered into, concerning its content meaning, application or violation which is not settled to the satisfaction of the parties within (10) days from the date when the Association takes up the matter with the Board or the Board notifies the Division 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 (7) days of the date of the request for the arbitration appoint an arbitrator and shall notify the other party of the appointment. These two arbitrators within a further period of seven (7) 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 (7) days either party may request the Chief Justice of Manitoba to make the appointment. Except as herein provided the Arbitration Act shall apply.

ARTICLE 16

Dated at Minnedosa, Manitoba, this 19th day of November, 1987.

Signed and agreed on behalf of the Rolling River School Division No. 39

Chairman

Secretary-Treasurer

Signed and agreed on behalf of the Rolling River Division Association No. 39 Manitoba Teachers' Society.

Chairman, Negotiating Committee

President