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NOMBRE D'EMPLOYÉS	A.B.		

1987  
**COLLECTIVE AGREEMENT BETWEEN**  
**THE FORT LA BOSSE SCHOOL DIVISION NO. 41**  
**AND**  
**THE FORT LA BOSSE DIVISION ASSOCIATION NO. 41**  
**OF**  
**THE MANITOBA TEACHERS' SOCIETY**

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This agreement is by and between the Fort la Bosse School Division No. 41 (hereinafter called "the Board") and the Fort la Bosse Division Association No. 41 of The Manitoba Teachers' Society (hereinafter referred to as "the Association").

**ARTICLE 1: PURPOSE**

It is the intent and purpose of the parties of this agreement to promote and improve the working relations between the Trustees and the Teachers, 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 the said schedule, and finally, to provide a basis for both parties to improve the professional services rendered to the taxpayers and the school children of the Fort la Bosse School Division No. 41.

**ARTICLE 2: EFFECTIVE PERIOD**

2.01 This agreement shall come into force and take effect on the first day of January, 1987, and shall remain in force for twelve months from that date and shall automatically renew itself from year to year unless either party to this agreement gives to the other party, by registered mail, an indication of a desire to terminate or amend this agreement after August first and not later than November first in any year. \*

Any settlement reached regarding the amendment of said agreement shall be effective as from the first day of January following the commencement of negotiations, unless some other effective date is agreed to by both parties.

2.02 **Scope Clause**

Teachers holding a valid teaching certificate and under contract with the Division come under the scope of this agreement.

**ARTICLE 3: SALARIES**

3.01 a) **Salary Scale Effective January 1, 1987**

YEARS OF EXPERIENCE	CLASS 1	CLASS 2	CLASS 3	CLASS 4	CLASS 5	CLASS 6
0	16862	18743	21180	25325	27036	28448
1	17664	19705	22285	26826	28581	29996
2	18461	20673	23390	28336	30131	31542
3	19260	21637	24493	29840	31678	33090
4	20058	22605	25598	31347	33223	34637
5	20858	23568	26699	32849	34773	36183
6	21660	24532	27806	34357	36317	37732
7	22283	25501	28908	35860	37867	39278
8		26070	30014	37368	39413	40824
9				38414	40959	42374
to				39461	41965	43848

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**ARTICLE 3 CONTINUED**

**3.02 Annual Increments**

Following placement on the Salary Schedule in accordance with Articles 3.04, 7(a) and 11, the dates for increments will be as follows:

- (a) Full-time teachers entering the service of the Fort la Bosse School Division in the fall term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the fall term next following.
- (b) Full-time teachers entering the service of the Fort la Bosse School Division in the spring term of any year shall receive an adjustment to the next higher rate in their Class on the Salary Schedule at the beginning of the fall term in the following year.
- (c) Part-time teachers shall receive an adjustment to the next higher rate in their Class based on the fraction of the time employed at the beginning of the fall term following the accumulation of service with the Fort la Bosse School Division equals the equivalent of one full time year of service as verified by the Administration and Teachers' Certification Branch.

**3.03 Change in Classification**

- (a) Each teacher who gives written notice to the Division by December 31, 1987, that he is already embarked upon a program of improving his educational qualifications, shall, at the time he is placed in the higher classification, resulting from this program be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification.
- (b) Each teacher in Classes I, II and III who increases his educational qualifications which results in a higher classification shall be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification.
- (c) After December 31, 1987, each teacher in Classes IV, V, VI and VII who increases his educational qualifications which results in placement in a higher classification shall be placed at the step of the schedule in accordance with the 1986 Collective Agreement method of moving on the salary schedule, that being at the same step of the schedule on which he had been placed in the previous classification, provided that:
  - (i) prior to commencing upon a program leading to increased qualifications the teacher gives written notice to the Division of his intentions to do so: and
  - (ii) the Division does not, within 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.

**ARTICLE 3 CONTINUED**

**3.03 Continued**

If the teacher does not so notify the Division, or if, after the teacher has notified the Division, the Division advised the teacher as aforesaid; that teacher shall, when placed in a higher classification resulting from increased qualifications, be placed on the step of the schedule resulting in a rate of pay nearest to but not less than the rate of pay received prior to the improved qualifications.

- (d) In coming to a conclusion that the improved qualifications 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) When increased qualifications are obtained which qualify a teacher for an advance in classification on the salary schedule, the resulting increase in salary shall become effective on September first of the year in which such improved qualifications have been obtained, providing proof of improved qualifications is submitted to the Board by November first of that year. In the event that the Administration and Teachers' Certification Branch is the cause of the delay in forwarding proof, then the Board will extend the November first deadline.

Notwithstanding the above, teachers who obtain increased qualifications by virtue of the successful completion of spring courses shall submit proof no later than June 15th. Failure to do so shall result in the payment for these additional qualifications on December first of that year. In the event that the Administration and Teachers' Certification Branch, or the University in question, is the cause of the delay, then this clause does not apply.

**3.04 Allowance for Past Experience**

- (a) All teachers employed by the Division shall be paid a salary in accordance with the schedule outlined in Article 3.01. Each teacher shall be given full placement on the schedule for past experience as recognized by the Department of Education, Province of Manitoba.
- (b) Teachers who have had one or more years experience on Permit granted by the Manitoba Department of Education or Teachers who have had one or more years experience while on Letter of Authority granted by the Manitoba Department of Education or one or more years experience while teaching in a private school inspected by the Department of Education shall be allowed one year experience on the salary schedule (only one applies).
- (c) Industrial Arts Teachers commencing on staff shall be allowed one increment for every two years of related experience gained while holding a Journeyman's Certificate. Experience gained while holding a Trade Certificate may be considered by the Board.
- (d) Vocational Industrial teachers commencing on staff shall be allowed one increment for each of the first three (3) years of related experience, and one increment for each two (2) years of related experience thereafter to a maximum of six (6) increments. For purposes of this calculation, related experience shall be defined as experience gained while in possession of a Journeyman's Certificate.

**ARTICLE 4: ADMINISTRATIVE ALLOWANCE** Effective January 1, 1987

4.01 **Administrative Allowance**

- (a) The Principal of a school shall receive an administrative allowance of \$391.00 per teacher in his/her school.
- (b) In one-teacher schools, that teacher shall receive an administrative allowance of \$488.00.
- (c) In two-teacher schools, the Principal shall receive an allowance of \$830.00.
- (d) The Board reserves the right to appoint vice-principals and where appointed the vice-principal shall receive an allowance of one-half that of the Principal.

4.02 **Administrative Allowance for Schools Without Vice-Principals**

Where a teacher is appointed by the Superintendent to act as an acting principal in the absence of the Principal, or when the Principal and Vice-Principal are both absent at the same time and a teacher is appointed, an allowance shall be paid to that teacher at the rate of 94¢ per day per teacher, not including the Principal or Vice-Principal, to a maximum of \$18.36 per day.

**ARTICLE 5: O.E.C. JOB CO-ORDINATOR**

An O.E.C. Job Co-ordinator shall be paid an allowance of \$784.00 in addition to the scheduled salary.

**ARTICLE 6: SUBSTITUTE TEACHERS** Effective January 1, 1987

- (a) Substitute teachers shall be paid at a rate of \$56.10 per day for any number of days up to five consecutive days of teaching for any one teacher.
- (b) The rate of pay from the sixth consecutive day until terminated by the School Principal shall be at a daily rate of one two-hundredths (1/200) of the salary as based on the current salary agreement between the Fort la Bosse School Division #41 and the Fort la Bosse Division Association #41 of The Manitoba Teachers' Society.
- (c) Substitute teachers hired for a period of one month (20) teaching days or over shall be paid according to qualifications and experience for the full term of employment.

**ARTICLE 7: TEACHER LIBRARIAN** Effective January 1, 1987

- (a) School Librarians holding a valid teaching certificate shall be paid according to their qualifications and experience on the salary schedule.
- (b) In the event that the Board engages a teacher-librarian and whose qualification and experience are such that the Board would deem it advisable to pay this person a salary above the salary scale then in effect, the salary of said person shall be negotiated by the Board and the Association.

**ARTICLE 8: MULTI-GRADE CLASSROOMS**

Teachers teaching in multi-grade classrooms shall be paid an additional \$175.00 per annum for each grade over one to an annual maximum of \$525.00. This article shall not apply to special education teachers, itinerant music teachers or to situations where the same material is being taught to a single group of students at different grade levels. ("Special Education" in this clause does not include O.E.C.).

**ARTICLE 9: INTEREST ON RETROACTIVE PAY**

The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. The interest is to be calculated from the dates which the monies would have been due, on a monthly basis, to the date of actual payment.

The interest shall be computed at the lesser of 8.25% per annum or the average rate at which the Division borrows funds during the 12 month period preceding the calculation date.

If the Division has not borrowed funds during the preceding 12 month period, then interest shall be paid at the rate equal to that paid by the Chartered Banks of Canada in Virden on their premium rate savings account.

**ARTICLE 10: METHOD OF PAYMENT**

The annual salary of the Teacher shall be paid in ten installments. Payment by negotiable cheque will be made on the last Friday of each month, except March, June and December, when the payment will be made on the last teaching day of the month.

**ARTICLE 11 EDUCATIONAL QUALIFICATIONS**

- 11.01 Teachers coming on staff after January 1, 1973 shall be classified according to the classification granted them by Manitoba Education, Administration and Teachers' Certification Branch with the following exceptions:
- (a) Business Education Teachers with permanent vocational certificates shall be classed as Class IV.
  - (b) Teachers coming on staff after January 1, 1973, shall be classified according to the classification set forth in Manitoba Regulation 10/81.
    - (i) Vocational Industrial Teachers shall receive a salary classification one class above the grant rating accorded them by Manitoba Education to a maximum of Class IV and shall continue to be paid at this class until such time as the grant classification accorded them by Manitoba Education is equivalent or higher than that accorded them for salary purposes at their initial employment. In no event shall they receive credit beyond Manitoba Education classification for more than five (5) years. Failure after five (5) years from date of employment with the Fort la Bosse School Division to obtain such qualification shall result in their reclassification for salary purposes to that recognized by the Manitoba Education.

**ARTICLE 11 CONTINUED**

11.02 The salary of a teacher whose qualifications and experience do not permit him to be paid according to the classifications on this schedule, shall be paid by the Division, subject to negotiations and agreement with the Division Association.

**ARTICLE 12: LEAVE FOR WRITING EXAMINATIONS**

Teachers writing final examinations at a University or other similar institution shall be allowed leave without loss of salary in the amount of not more than one day for each examination written during school hours.

**ARTICLE 13: SABBATICAL LEAVE**

The Board recognizes the principle of Sabbatical Leave and shall consider applications for Sabbatical Leave on the basis of merit of each application.

**ARTICLE 14: COMPASSIONATE LEAVE**

1. Teachers shall be granted compassionate leave according to the following terms:
  - (a) In the event of the death or serious illness (as diagnosed by a medical doctor) of a member of the teacher's immediate family -- 4 days on each occasion. ("Immediate family" shall mean spouse, child, parent, brother or sister. )
  - (b) In the event of death of a teacher's or teacher's spouse's grandparent, grandchild, aunt, uncle, niece, nephew, brother-in-law, sister-in-law -- the day of the funeral:
  - (c) When leave is taken under (b) -- the day of the funeral and the reasonably required time in addition thereto to travel to and from the place of the funeral, when any such time is taken during normal teaching hours and that such travelling time shall not in any event exceed a total of one additional day.
  - (d) The Board may grant additional leave for the above or other related causes at its discretion. The Board shall exercise its discretionary power in a fair and reasonable manner.

**ARTICLE 15: PERSONAL LEAVE OF ABSENCE**

Personal leave for teachers shall be administered in accordance with Board Policy (attached). The Board agrees the aforementioned policy shall not be deleted or changed without discussion with and agreement of the Association.

**ARTICLE 16: SICK LEAVE**

- (a) It is agreed by the parties that sick leave entitlement shall only be granted by the Division where an employee is unable to be at work and perform his regular duties as a result of illness or injury.
- (b) Sick leave is not payable for any injury received while gainfully employed at another job.
- (c) Teachers in their first year of employ in the Division will start the school year with 20 sick leave days.
- (d) Teachers in their second year of employ in the Division will start the school year with 40 sick leave days minus the number of sick leave days taken in the first year of employ with the Division.
- (e) Teachers in their third year of employ with the Division will start the school year with 60 sick leave days minus the number of sick leave days taken in the previous two years of employ with the Division.
- (f) Teachers in their fourth and subsequent years of employment with the division shall commence each school year with 20 sick leave days plus all previously unused sick leave days subject to a maximum accumulation of 75 sick leave days.
- (g) Any teacher hired other than at the beginning of the school year shall be entitled to a fraction of the 20 day sick leave equal to the fraction of the remaining year. On September 1 of the following year this teacher shall be entitled to 20 sick leave days plus the number of days which he/she was entitled to in the previous year minus those which he/she has used.
- (h) Sick leave shall not continue to accrue while on any leave of absence without pay.
- (i) The Board of Trustees may require that the sickness be certified by a physician, who may be appointed by the Board for the purpose.
- (j) The Board agrees to pay to the Local MTS Association 5/12th of any rebates received under the Unemployment Insurance Premium Reduction plan in the year in which the Board receives the rebate.
- (k) This Article shall be deemed to have been in effect for all teachers employed in the Division after January 1, 1971.

**ARTICLE 17: MATERNITY LEAVE**

Maternity leave shall be granted in accordance with the provisions of the Employment Standards Act. (Province of Manitoba).

**ARTICLE 18: LEAVE OF ABSENCE FOR MTS DUTIES**

A teacher being a member of The Manitoba Teachers' Society Executive or of any branch thereof, or any special committee of the Society or any branch thereof, and being authorized by the Executive committee of the Society to attend a meeting of the Society in a matter of the Society business requiring absence from school, shall have the right to attend such meeting or to act as a representative or delegate and shall be excused from school duties for either purposes or both purposes on not more than a total of five (5) teaching days in any school year. Additional days may be granted at the discretion of the Board. A substitute teacher will be provided by the Division and where provided the cost of the substitute shall be borne by the Society.

**ARTICLE 19: LEAVE FOR JURY OR WITNESS DUTY**

Any Teacher required to be absent from duties due to attendance at a court of law for purposes of acting as either a juror or when subpoenaed as a witness, shall do so without loss of pay. Any monies received by the teacher as a result of aforementioned duties shall be paid directly to the Board upon receipt. Any teacher required to be absent for these purposes shall submit details at the earliest possible date.

**ARTICLE 20: SALARY CONTINUANCE**

- (a) Group Long Term Disability Insurance is available to all teachers covered under this agreement. All teachers coming on staff shall be required to participate in the plan.
- (b) The School Division will pay the whole of the premium and will deduct the entire monthly premium from the participating teacher's salary.

**ARTICLE 21: 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 employee's share of 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 22: M.T.S. FEE DEDUCTIONS**

**22.01 Provincial Fees**

- (a) The Manitoba Teachers' Society membership fees shall be deducted from the salary of every teacher who has not given written notice to the Board within ten days of the beginning of the current school year that he/she is not a member of The Manitoba Teachers' Society.
- (b) These deductions shall 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 last day of the following calendar month.



**ARTICLE 22 CONTINUED**

**22.02 Local Association Fees**

- (a) The annual fee of the Division Association shall be deducted from the salary of every teacher employed by the Board. The fee shall be deducted for all teachers at the end of September, the President of the Division Association shall inform the Board by letter of the amount to be deducted prior to the first day of September for each year's fees.
- (b) If any teacher wishes, he/she may sign himself/herself out of the Division Association by notifying the Secretary-Treasurer of his/her intent to do so by registered letter on or before September 10th of the school year, and the fee will not be deducted from his/her salary in that year.
- (c) The Secretary-Treasurer shall send a cheque for the total amount of fees deducted to the Division Association no later than the last day of the following month.

**ARTICLE 23: TRANSFER WITHIN A DIVISION**

Teachers required by the Division to transfer to a different community within the Division shall receive reasonable notice of such transfer, and shall be entitled to receive from the Division reimbursement for his or her actual moving expenses. The final arrangements for the moving and the costs of same shall be subject to Division approval prior to the move.

**ARTICLE 24: SETTLEMENT OF DIFFERENCES**

Where a violation of this agreement is alleged by a party to or persons bound by the agreement or on whose behalf it was entered into, or difference between the parties arises relating to the content, meaning, application or violation of this agreement, either party shall, within forty-five (45) teaching days of the event given rise to the alleged violation or difference, or within forty-five (45) teaching days from the date on which the grievor became aware of the event given rise to the alleged violation or difference, notify the other party in writing, stating the alleged violation or difference and the solutions sought.

Any difference between the parties to, or persons bound by this 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 (10) teaching days from the date when the Association takes up the matter with the Board or the Board notifies the Division Association in writing of a desire to have the difference negotiated shall, upon written request of either party, be submitted to an arbitration board, consisting of three members.

Each of the parties to 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 Minister of Education to make the appointment.

**ARTICLE 25:**

Dated at Virden, Manitoba, this 14th day of September A.D. 1987.

Signed and Agreed on behalf of the Fort la Bosse School Division No. 41.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary-Treasurer

Signed and Agreed on behalf of the Fort la Bosse Division Association of The Manitoba Teachers' Society

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary-Treasurer

**BOARD POLICY RE. PERSONAL LEAVE OF ABSENCE**

Each teacher, except a teacher in his or her first year with the Fort La ~~Bosse~~ School Division, shall be entitled to one day of personal leave of absence per school year without deductions, and this personal leave of absence shall be cumulative to a maximum of two days without deductions. A teacher in his or her first year as an employee of Fort La ~~Bosse~~ School Division shall be entitled to one day of personal leave of absence during that school year with deduction at substitute rate.

All teachers may take an additional three days for purposes of personal leave of absence with deductions as follows:

- a) substitute pay for the first of these days in any one school year whether or *not* a substitute is employed
- b) 1/200 of his or her annual rate of salary for each of the second and third of these days taken as personal leave of absence in any one school year.

In the event that a teacher has accumulated two days of personal leave of absence without deductions, he or she shall be entitled to two additional days personal leave of absence with deductions at 1/200 of his or her annual rate of salary for each of these two additional days of personal leave of absence.

All personal leave of absence shall be subject, upon application, to the approval of the principal of the school concerned; personal leave of absence for principals shall be approved by the Superintendent or Assistant Superintendent of Schools. Where circumstances permit, such application shall be submitted to the principal, or to the Superintendent or Assistant Superintendent, not less than two days prior to the requested date of leave.