

**FILE COPY**

IN THE MATTER OF AN ARBITRATION

UNDER THE PROVISIONS OF THE PUBLIC SCHOOLS ACT

BETWEEN

THE FORT GARRY SCHOOL DIVISION NO. 5

AND

THE FORT GARRY TEACHERS' ASSOCIATION NO. 5

OF THE MANITOBA TEACHERS' SOCIETY

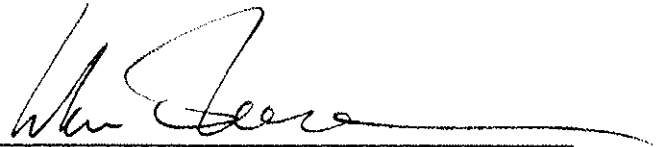
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AWARD OF ARBITRATION BOARD

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August 26, 1986

I HEREBY CERTIFY that attached hereto is a true copy of the arbitration award made on August 26, 1986 in connection with the dispute between The Fort Garry School Division No. 5 and The Fort Garry Teachers' Association No. 5 of The Manitoba Teachers' Society.

A handwritten signature in black ink, appearing to read "Martin H. Freedman", written over a horizontal line.

Chairman - Martin H. Freedman

August 26, 1986

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BETWEEN:

THE FORT GARRY SCHOOL DIVISION NO. 5

AND

THE FORT GARRY TEACHERS' ASSOCIATION NO. 5  
OF THE MANITOBA TEACHERS' SOCIETY

MEMBERS OF THE BOARD

Martin H. Freedman, Q.C. - Chairman  
W.N. Fox-Decent  
H.G. Piercy

APPEARANCES

Representing The Fort Garry School Division No. 5

Ray Whiteway  
Terry Cooper  
Craig Stahlke  
Stephen Chapman  
Henry Izatt  
Brian Gudmundson  
Gerry Warrenchuk  
Felicite Warner

Representing The Fort Garry Teachers' Association No. 5  
of The Manitoba Teachers' Society

George J. Strang  
Curtis Nordheim  
Tom Park  
Dennis Rinn

## ARBITRATION AWARD

The Public Schools Act of Manitoba provides that, if a school division and its teachers are unable to agree on the terms of their collective agreement for any particular year, an arbitration board settles the disputed provisions of their contract. The Fort Garry School Division No. 5 (the "Division") and The Fort Garry Teachers' Association No. 5 of The Manitoba Teachers' Society (the "Association") could not agree on the terms and conditions of their collective agreement (the "Agreement") for the calendar year 1985. As a consequence this Board was duly appointed by the Minister of Education of Manitoba. The Board conducted its hearings on December 9 and December 10, 1985, and January 24 and April 17, 1986.

The Association stipulated that the Board was duly constituted and had jurisdiction to determine all matters in dispute. The Division agreed, except that it said we did not have jurisdiction to deal with substitutes, for reasons to be discussed below. The parties agreed that the time limit in the Act for the issuing of the award would be extended to sixty (60) days from the termination of the hearings. If the Board was not able to complete its work by that time a further reasonable extension would be allowed. The Board acknowledges its appreciation for the indulgence granted by the parties in permitting this further extension.

As is typical in these situations, many issues were in dispute between the parties. During the course of the hearings certain of these issues were resolved by agreement between the parties, thereby removing them from the jurisdiction of the Board. We shall deal with these items in the same order as they appear in the current collective agreement.

### Term of Agreement

By agreement between the parties the Agreement originally referred to us for settlement, for the year 1985, will comprise the two years, 1985 and 1986.

### Salaries

The Association sought a wage increase that, in its terms, maintained real wages against inflation and also provided a real wage increase warranted by a fair share in productivity gains. Although the original position was far different, the Association's final proposal to this Board was for a 2% increase in 1985 and a 4% increase for 1986. The increase for 1986 could, however, said the Association, range as high as 7.6% based on a variety of factors.

The Division proposed a flat dollar increase of \$362.00 on all rates for 1985 and an increase of \$724.00 on all rates for 1986. These effectively translate to about a 1% and 2% increase respectively.

We were provided with a substantial amount of information on teachers' average salaries, and related data, in

Metropolitan Winnipeg and throughout the Province. As both parties to this arbitration acknowledge, the teachers in the Fort Garry Association are highly qualified and experienced. For example, as of September, 1984, almost 62% of all teachers in the Division were at the maximum of their respective ranges (i.e. they would have had at least 9 years of teaching experience), and almost 98% were in Class IV or above (i.e. they would have at least one university degree).

Among the factors which we have considered in coming to our conclusion are those set out in the well known interest arbitration award of Mr. Justice Dubin in the Metropolitan Toronto Board of Education arbitration (1976), and in others which were filed with us. We have had regard to the cost of living increases as exemplified by changes in the Consumer Price Index.

It should be noted that Article 4 of the current agreement requires the parties, when arriving at the increase in the "salary pool" to "consider such factors as the Consumer Price Index, Gross National Product, comparability with other teachers and other occupational groups and such other factors which are deemed relevant". Information on all these and other matters was provided to us, and, as mentioned, we have taken it into account.

For 1985 almost all school divisions in Manitoba have settled at a wage increase of two percentage points. A few had marginally higher or different wage increases. Some were determined by arbitration boards.

For 1986 fewer than half of the divisions had settled (by the time of our last hearing) but almost all of those which had, had settled at 3% across the board.

Two of the members of this present Board were members of the board which in May, 1985, issued an award in connection with the Assiniboine South School Division No. 3. Further reference to this award will be made later. In coming to its conclusion regarding Assiniboine South that board observed that, for the prior year, over half the number of settlements in the Province had been made on a flat dollar basis and a number of settlements had been made on a combination of flat dollar and percentage. That board decided that, having regard to the factors submitted to it, it would be best in that particular situation to award a salary increase which would be of greater overall benefit to those in the lower salary brackets than to those in the higher salary brackets. Accordingly, the board awarded an increase on a flat dollar basis.

This year we have had regard to the backdrop of the settlements which have been arrived at for 1985, when virtually all are on a percentage amount and virtually all at the same percentage amount. We see no justification for differentiating in the approach to be taken regarding the Fort Garry Teachers, who are among the highest paid in the Province, as compared to the vast majority of other teachers in Metropolitan Winnipeg and the Province.

We have taken into account the many factors presented to us and have read and considered the thorough submissions by both parties. For the 1985 year we award a 2% increase across the board and for the 1986 year we award a 3% increase across the board, in salary scale.

### Activities of Part-Time Teachers

The Association suggested that Article 4(c) be supplemented by extending the list of school activities which, upon request of the principal, become eligible for payment. At the present time such activities comprise staff meetings, parent/teacher interviews and in-service components. The Association suggested that the Agreement's wording be extended to include "field trips, band trips, music festivals, and any other school related business". Having in mind that these and any other activities are paid for only when the administration requests the part-time teachers to participate therein, we see no reason not to amend the Agreement as requested by the Association, and so award.

### Method of Payment

The Association requested that interest be paid to the teachers on the gross amount of retroactive payments owed to them. The Division rejected this proposal, and also suggested retroactive pay adjustments be granted only to those teachers who are actually in its employ when the Agreement is signed. Other suggestions for change were made by the Division.

It appears that the Division is prepared to see interest paid on retroactive pay adjustments; the controversy is as of what date the payment should be made, and whether the payment should be on the gross amount of salary adjustments or only on the net amount.



We are of the view that it is clearly fair and reasonable to award the payment of interest on salary adjustments, when employees are denied the right to strike. The notion that interest should be paid from the date when the salary adjustment should have been received seems to us to be unassailable, and we so award.

As to whether the interest should be payable on the gross amount of retroactive pay without taking into account statutory deductions, or simply on the net amount, there is less certainty. The teachers would never have received the statutory deductions, and to that extent they cannot argue that they have been deprived of something. It seems reasonable to us to award, as is the case in other divisions, that interest should be paid on the net amount of salary increase (i.e., on the gross amount of retroactive pay less statutory and other deductions), and that interest shall be calculated from the dates when the monies would have been paid were it not for the dispute to the date of actual payment. Interest should be paid at the average rate at which the Division borrows funds during the twelve month period preceding the calculation period, or alternatively, if it does not borrow funds in such period, then at the average rate at which the Division could have borrowed funds from its principal banker or bankers during such period.

The other provisions in the Division's proposal do not seem appropriate to us and are not awarded.

#### Increased Qualifications

The argument on this provision occupied the greater part of the submission of the Association. The reason that it did

so appears to stem from the aforementioned Assiniboine South award of 1985. Some background is desirable.

For many years there has been a system in place among the school divisions in this Province applicable when employed teachers, as a result of improving their educational qualifications, are entitled to move from one classification in the salary grid to a higher classification. Normally, a teacher with, say, 5 years experience in Class IV would in the next year become a teacher with 6 years experience in Class IV, moving one step up the scale. If, however, as a result of increased educational qualifications, the teacher also moved from Class IV to Class V, then the next year on the salary grid the teacher would have 6 years of experience, and be in Class V. As will be noted below, such a move of both one year up and one classification improved, could mean, depending on the circumstances, a very substantial salary increase in one year, ranging as high as 33%.

Nevertheless, for many years, this has been the system, apparently because the employing authorities, the Province of Manitoba (which is the principal funding source) and the teachers all felt it desirable to encourage increased educational qualifications. While there would be in some cases a very large salary jump, nevertheless it was considered a desirable policy to maintain.

In recent years some school divisions had become dissatisfied with this scheme. Their dissatisfaction apparently stemmed from two sources. First, to an ever increasing degree, the teachers they were hiring and employing already had what the divisions considered to be quite adequate educational qualifications. The statistics we have earlier given about the Fort Garry Division are an

indication of this situation (almost 98% of Fort Garry teachers have at least one university degree). Secondly, it seemed to be a concern that teachers could, on their own initiative, and without any consultation with, or consent of, the employing authority, decide to upgrade their qualifications in a way which might be of little or no value, at least directly, to the school division, thereby attaining (at least for a temporary period, until maximum was reached) a very substantial salary increase.

On the other hand the teachers felt that it would be to deprecate and diminish the true value of educational standards to throw any stumbling block or obstacle in the way of teachers continually attempting to improve their qualifications.

It appears that the first "breakthrough" in the regime was in the 1985 Assiniboine South award. It will be appropriate to recite the rationale in the Assiniboine South award (page 13):

"This is a difficult issue to determine. On the one hand the Board does not want to impose artificial barriers to the increase of qualifications of teachers which would (presumably) be an intrinsically desirable object to achieve. On the other hand, the Division hires a teacher, expecting to pay that teacher a certain salary based on the classification of the teacher, and expects increases according to a reasonably well known and anticipated salary grid. The teacher in a summer may then unilaterally upgrade his qualifications, and the Division will have a teacher in the fall of a particular year with substantially greater salary obligations regarding him than it had in the spring of that year. The teacher's duties may

be precisely the same, and his increased qualifications may not warrant what could be a very large step-up in salary."

The board then found that increased qualifications would always produce an increased salary, even according to the school division's proposal, so there would still be an incentive to upgrade. The board awarded as requested by the school division in Assiniboine South. The award did not extend to the first three classes, so that there would still be the original incentive to upgrade to Class IV.

It will be apparent that the rationale of the Assiniboine South finding was that it would be unreasonable for an employed teacher to take unilateral action in connection with his qualifications, thereby imposing a very substantial and unanticipated cost burden on the division.

As it transpires, it was presented to us at the present hearing that the parties in Assiniboine South agreed on a variation of the award before its implementation into their agreement. The current Assiniboine South agreement, taking into account the award, as modified by subsequent agreement of the parties, provides, in effect, as follows:

1. A teacher who improves his qualifications moves to the next highest classification on the salary grid at the step nearest to but not less than the rate of pay prior to the increased qualifications. (This is the effect of the award, prior to modification).
2. Notwithstanding the provision quoted, if a teacher obtains a degree while employed, which entitles the teacher to placement in a higher salary classification, that teacher may retain his years of

experience in the higher classification "if the School Board in its sole and exclusive opinion deems such change in classification to be of benefit to the education programs of the Division". In order for this to be considered the teacher must indicate his intention to obtain credits for a further degree prior to the commencement of any such studies and thereafter the Board in its discretion determines whether the teacher is entitled to the benefits of this provision.

This modification addresses the issue which was at the center of the Assiniboine South award. That is, if the upgrading is not "unilateral", the entire complexion of the matter changes. In Assiniboine South the parties agreed that the teacher proposing to upgrade could notify the division. If the division considered it to be desirable to upgrade, the teacher would move on the salary grid as before, not only into the next classification but also with his actual years of experience. It would only be if the action was unilateral, or rejected by the division as not being of benefit to the division, that the move on the salary grid would be to the next classification but not to the actual years of experience.

The Association tendered evidence at this hearing in support of its assertion that the award in Assiniboine South (pre-modification) acted as a damper on teachers who wished to improve their qualifications. Two witnesses gave evidence, and both generally supported the Association's assertions. Cynthia Tinsley, who has been active in the Assiniboine South Teachers' Association, commented upon the modification agreed to by the parties after the award. She said the modification was agreed to because the Association convinced the Assiniboine South school board of its desirability. Her impression and understanding was that,

while the wording in the clause clearly left the school board a sole and exclusive discretion to grant its approval or to withhold it, nevertheless, if the improved educational qualifications proposed had "something to do with education and would make the person a better teacher" the board would agree to it. She felt that if the board declined there would be the right to grieve.

Over the past five years in Assiniboine South there have not been more than 4 to 6 teachers per year improving their qualifications and altering their classifications.

An analysis shows that even if a teacher moves classifications but does not get the benefit of the full years of experience, the dampening effect, if there is one, should be relatively modest. The teacher will take longer (usually one year longer) to reach his maximum salary level, and it is that differential which is at issue. Nevertheless, it was strongly argued that there is a dampening effect in the kind of proposal made here by the Division.

As we said earlier, the essence of the Assiniboine South award was the unilateral action taken by the teacher. Since the matter assumes a different aspect if the improved qualifications are not achieved as a result of unilateral action, we find considerable merit in the modification to the Assiniboine South agreement. We have also considered further refinements to it.

It should be noted that the Division stated at this hearing that it would be satisfied with, and could accept, a modification such as was worked out in Assiniboine South.

After full consideration we award in connection with Article 8 as follows:

1. The present method of moving on the salary grid will remain in force in respect of each teacher who gives written notice to the Division by December 31, 1986, that he is already embarked upon a program of improving his educational qualifications, to the extent that such program is articulated in such written notice. This is a form of protection for those who are already in the process of upgrading, so they should not be caught short by this award. The present method will also remain in force for classes I, II and III.

2. In respect of all other teachers the present mobility on the salary grid will apply if:

a) prior to commencing upon a program leading to increased qualifications the teacher gives written notice to the Division of his intention to do so; and

b) 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.

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.

3. 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.

Principals' and Vice-Principals' Salary Schedule;  
Department Heads; Supervisors

The Association proposed an increase in the supplements being paid to principals and vice-principals. It suggested as well that salaries should be frozen where there is declining enrollment, and that when a principal or vice-principal goes on sabbatical leave or deferred salary leave, on return he should occupy the same or similar position that he had before. The Division rejected these proposals, except that it did offer a flat dollar salary increase, as it had to the basic salary schedule. Increases were also proposed by the Association for department heads and supervisors.

There is some arbitral commentary to the effect that although teachers' incomes may rise because of a variety of factors, there is not necessarily a corresponding increase in the responsibility and job challenge of administrators. But it is difficult to carve out, identify and treat separately the administrative component of the work of a principal or supervisor. While setting the rate of increase is necessarily somewhat arbitrary, the degree of arbitrariness should be kept to an absolute minimum.

We believe that the allowances referred to ought to be increased. There is not much issue of principle in this



particular arbitration as to whether they should be increased by exactly the same percentage or some marginally lesser percentage, than the teachers' salary increases. Having regard to all factors, and attempting to minimize the element of arbitrariness, we award an increase in the allowances paid to principals, vice-principals, department heads, and supervisors, of 2% in 1985 and 3% in 1986.

We are not prepared to accede to the Association's proposal regarding protecting declining enrollment situations, and we decline to award the requested paragraph 9(h)(iii).

However, there is considerable fairness in ensuring that if a sabbatical leave or deferred salary leave is taken the returning administrator receives the same or similar position to that occupied at the time the leave was granted. It would be quite unfair should any other result occur. We award, in this respect, as requested by the Association.

#### Substitute Teachers

The Association requested an increase in the salaries paid to substitute teachers and also an alteration in the method of determining certain aspects of their salary calculation. The Division argued that this Board had no jurisdiction to deal with matters relating to substitutes.

We heard argument on the jurisdictional question and decided to reserve our decision, which we now make.

The Division's argument was based on a variety of factors which are encapsulated in the award in the grievance of Winifred Havelock and the Winnipeg Teachers' Association

(issued April 13, 1983). In that award it was held that, among other matters, since substitute teachers do not have the benefit of written contracts under the Public Schools Act, they cannot be considered to be "teachers" for the purposes of sick leave benefits.

In the Assiniboine South award referred to above the issue of substitutes was raised and rejected on the basis of lack of jurisdiction by the board. In that award it was stated (page 35):

"A number of contracts in school divisions in Manitoba do contain provisions relating to substitutes. There is nothing to prevent the parties from agreeing, should they wish to do so, to include such provisions. However, where one party, such as here, objects on the basis of lack of jurisdiction, that party cannot be forced to have included in the contract a pay scale for substitute teachers."

In the award of Mr. Justice Wilson in The Winnipeg Teachers' Association of The Manitoba Teachers' Society and The Winnipeg School Division No. 1 (1972), dealing with laboratory assistants, Mr. Justice Wilson agreed with the determination of an arbitration board which said that, since the school division had already recognized the association as the bargaining agent for laboratory assistants, it was estopped from contending that it had no legal right to bargain collectively regarding such assistants. This is another way of saying that voluntary recognition can be granted to a particular group and they will thereafter be encompassed in the bargaining unit for the purposes of collective bargaining.

In the view of this Board that is exactly what we are faced with here. The current agreement contains a clause on salaries paid to substitutes. There is no legal basis for denying this Board the jurisdiction to deal with the question of whether the salaries paid to substitutes should be increased. The Division has already agreed that substitutes' salaries will be part of the collective agreement. The Division did not propose the withdrawal of its voluntary recognition of substitutes. Had it done so, we would have then considered that question. However, in these circumstances substitutes' salaries may be made a part of collective bargaining, and in our view the issue is ultimately arbitrable.

We see no reason to treat the substitutes differently from others mentioned earlier in this award, and we award the substitutes a 2% and 3% increase for each of 1985 and 1986 respectively.

We reject the Association's proposal to reduce the 7 days of teaching mentioned in Article 14(b) to 5 days. We also reject the Division's proposal regarding an additional sentence after paragraph (a) and after paragraph (c), as being unnecessary in the circumstances.

#### Deduction of Professional Fees

There are three teachers in the Division in respect of whom dues are not paid to the Manitoba Teachers' Society. This apparently occurs on the basis of conscientious objections. It was proposed by the Association that these teachers now have their dues deducted and remitted to the Society. The

Division responded by seeking an indemnity from the Association should any adverse legal consequences devolve upon the Division as a result of such action. We think it is desirable to leave the situation as it is, especially since, we understand, this issue may be the subject of judicial commentary by the Supreme Court of Canada. We decline to award as requested by the Association.

### Sick Leave

There are only two items left unresolved in connection with the sick leave situation. The first is the Association's request that teachers do not lose sick time for on the job injury. The second is the Division's proposal that sick leave shall not be payable for any injury received at, or illness arising from, gainful employment at another job.

We think that it is reasonable that teachers not be deprived of sick credits while they are away because of on the job injury. We accordingly award that teachers who are away on sick leave and who are receiving salary payments from the Division shall continue to accumulate sick leave credits during their absence.

In the award in Assiniboine South it was stated that it was reasonable to stipulate that sick leave applies only if a person is unable to be at work as a result of illness or injury, and that sick leave should not be payable for an injury received while gainfully employed at another job. We see no reason to treat the proposal in Fort Garry differently than it was treated in Assiniboine South, and we award as requested by the Division, in its proposed Clause 19(f).

Leave of Absence

Proposals were presented by the Association regarding a leave of absence clause. That which finds favour with this Board is (revised) clause (k) which stipulates that persons returning from deferred salary leaves and sabbatical leaves shall be reinstated in the same position or a comparable position held prior to the commencement of the leave, with not less than the same wages and benefits. For the same reasons as we articulated regarding the principals or vice-principals on sabbatical or deferred salary leave, this is a fair suggestion, and one which involves a reasonable (but not generous) amount of protection to the person on leave. We accordingly award as requested by the Association.

As to all other requests of the Association, we do not see any reason to interfere with the present situation and award no further change in Article 20.

Sabbatical Leave

Sabbatical leave in the Fort Garry Division is treated somewhat differently than in other school divisions. This is largely as a result of a particular arbitration award in 1979.

The Division proposed deleting the entire provision from the agreement or, alternatively, changing the wording so that it would be up to the Division to decide how many sabbatical leaves in total would be granted in any year, or that any arbitration board must allow the Division to determine whether or not the topic of study is or is not

acceptable to the Division. The Association is satisfied with the current arrangement, as construed by the arbitration board, and wished the matter to be left alone.

In our view the provision regarding sabbatical leave should be the subject of some, but not very extensive, modification. The Division should have a discretion as to who is entitled to sabbatical leave, but the numbers of persons who go on sabbatical leave should not be subject to alteration at the discretion of the Division.

We award that the allowable percentage of teachers to go on sabbatical leave should be reduced from 3% to 2%, and that half of the number should be based on teacher applications and half should be based on school board recommendation.

We have considered whether to award a change in the wording of clause (5)(a) of Article 21. It was this clause which was the foundation of the arbitration award in 1979 and which has placed this school division substantially out of step with others. After considering the matter we have decided it is best not to interfere with the interpretation of the arbitration board, whether or not we agree with it. Accordingly, the only change we make in the sabbatical leave clause is the reduction in number, as mentioned above. It should be clear in the Article that the Division has no discretion as to the number but only as to the particular individuals. Seniority should not be the sole criterion, which we have been given to believe has been the case on occasion in the past.

#### Car Allowance

The Association requested a car allowance of 23¢ per kilometer. This was rejected by the Division because the

car allowance provisions are contained in its policy manual. We see no reason for declining to agree with the Association's request, as this should not be a matter of unilateral school board policy. We accordingly award as requested by the Association.

### Lay-Off

The Association requested a new clause regarding lay-offs. The Association argued that it was proposing a more objective approach regarding the selection of teachers for lay-offs. The Association proposed a clause which would focus on length of service, provided that the teacher had the necessary qualifications, training and experience to perform the work available. It was suggested that this clause was similar to that awarded in a St. Boniface arbitration a few years ago, and is consistent with the prevailing practices in a number of school divisions.

It was proposed that the Division give first consideration to retaining teachers having the greatest length of service, provided that the Division could disregard length of service if the teacher in question did not have the necessary training, academic qualifications, and experience. These terms were defined and the proposal runs several pages.

In the Division's policy manual there is a section on teacher transfer and lay-off. The criteria to be considered, according to the policy manual (but in no particular order or priority) include quality of teaching, seniority in the Division, special skills and other matters. Other terms are also defined.

In 1979, in an award regarding the Winnipeg School Division, the arbitration board there stated that: "rigid rules of seniority and educational qualifications are not appropriate as exclusive determinants of which teachers should be laid off". It was suggested that those teachers to be retained might be those with the most innovative or provocative approaches, but they might be the least senior. Provided that the objectives of both parties can be reasonably attained, we see value in including a lay off clause in the collective agreement.

To assist in administering this clause, we recommend that the parties establish a joint committee, whose role would be consultative, and which could make recommendations to the Division in this area. However, the ultimate responsibility, and the decision-making power, would be the Division's alone.

In our view the wishes of the Association and the educational responsibilities of the Division can be accommodated by establishing a list of criteria, and by including in them not only training, academic qualifications and experience, but also some word which denotes those other less objectively measurable factors which are critically important to the teaching task. The Division suggested the word "ability", and defined this as: "a teacher's ability to perform a particular teaching assignment satisfactorily and proficiently after having acquired the necessary training, academic qualifications and experience."

While we do not think it is desirable to define a word by using the word itself, in the definition of "ability" (a word which meets our standard) it would be suitable to refer to "a teacher's demonstrated skill and competence to perform ..." We believe that the word "ability", as defined



by the Division with our modification, would be a reasonable protection for the Division, and would also go a considerable way to meet the teachers' reasonable wishes. We accordingly award the inclusion of a lay off clause, as requested by the Association, as herein provided and as otherwise agreed by the parties. The proposed recall provision of 5 years is too great; we would reduce that to 2 years.

Another provision was proposed by the Association (similar to that found in paragraph 18 in the Winnipeg School Division's contract). We think there is merit in adding this clause, and we so award.

We believe that by the combination of the teachers' proposal as well as the protective safeguards mentioned relating to ability, a reasonable result ought to be achieved.

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It will be observed that all three members of this Board have concurred in all aspects of this award. We have thought it particularly desirable to achieve, if possible, unanimity in our award. Having done so, we wish to note that each respective nominee of the parties has in certain instances agreed with the other two members, notwithstanding that such nominee may have some private reservations on the outcome of particular issues. We have done this because we all think it more important to achieve a workable and unanimous consensus on certain of the fundamental matters dealt with herein, than to have a nominee record his particular view (which in any case would not deviate greatly from the view of the other members) in the form of a separate award.

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Any proposals by either party not specifically dealt with in this award are rejected by the Board. We retain jurisdiction for 60 days from this date, should the parties or either of them request our assistance in drafting clauses, or request clarification.

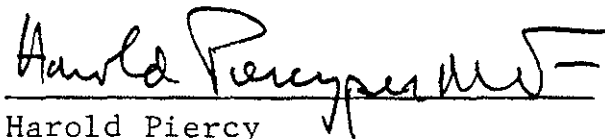
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In closing this award we wish to commend the parties and their representatives for the extremely thorough submissions which they presented to us and for the highly professional presentations which they made.

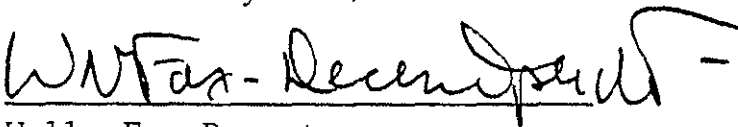
Issued at Winnipeg, Manitoba this 26th day of August, 1986.



Martin H. Freedman, Q.C.



Harold Piercy



Wally Fox-Decent