

IN THE MATTER OF: AN INTEREST ARBITRATION

BETWEEN:

The Turtle River School Division

(hereinafter called the "Division")

- and -

**The Turtle River Teachers' Association of
the Manitoba Teachers' Society**

(hereinafter called the "Association")

DISSENT TO SUPPLEMENTARY AWARD

I have had the opportunity to review the Supplementary Award in this matter and with respect, I must dissent strongly.

There are two separate and equally important reasons for my dissent.

Firstly, the jurisdiction of this Board is confined to awarding a Collective Agreement for the maximum duration of three years expiring no later than June 30, 2007.

What the Supplementary Award does has nothing to do with the terms and conditions of employment of teachers during the three year duration of the Agreement. It dictates a change in the terms and conditions of employment, and a major change at that, which is to be effective in September 2008.

Stating that the change is effective June 30, 2007 but its implementation is to be suspended for fourteen months is nothing but an awkward attempt to get around the obvious jurisdictional problem.

My second reason for dissenting is that the massive change in terms and conditions of employment ordered by the majority of this Panel is patently unreasonable.

The terms and conditions being settled for the 2004 to 2007 Collective Agreement for this Division by this Panel concerned virtually the last Collective Agreement in the Province being concluded between Divisions and their Teachers' Associations.

Based on the compelling and unanimous jurisprudence developed in Manitoba over many years with respect to interest arbitrations between Divisions and their Teachers' Associations, both parties had every right to expect that this Panel would faithfully attempt to replicate the provincial pattern of settlements for this time period in a manner that would be fair and equitable to both parties. That pattern of settlement was that Teacher Association members received a 3% per annum wage increase in each of the three years and that was effectively the total financial impact on the Divisions in the Province of Manitoba. This Panel has already ruled that in addition to the 3% per annum increases there be two flat dollar increases of \$250.00 per annum during the term of this Agreement.

Now this Award forces an additional percentage increase of cost to the taxpayers of the Division of which was agreed to be at least 8.3% if 180 minutes of non-contact time was awarded. It could be much higher. For the teachers, the amount of time they must be in contact with students has been reduced by 30 minutes per 5½ hour day with no loss of wages. Their annual salary remains guaranteed while they are required to work 9.1% fewer hours per day. This is an enormous salary benefit for the teachers and salary cost to be imposed upon at Division in one year anyway you want to look at it. It is contrary to all established jurisprudence for interest arbitration in the Province of Manitoba.

Further, all of the evidence we have before us indicated that senior high teachers were being granted significantly more non-contact time than elementary school teachers across the Province. Part of the reason for this is that recess time takes place during the mandatory 5½ hour day in elementary schools. No recognition or consideration of this

factor was given by the Arbitration Board.

There was a concern expressed by the Arbitration Board about inequitable scheduling resulting if they did not order a mandatory amount of non-contact time.

This Award will do nothing to prevent inequitable scheduling and in fact may exacerbate any inequities that may exist. Some teachers may have been devoting far more time than others to extra curricular activities and co-curricular activities. It may be inequitable to give a senior high teacher the same non-contact time as an elementary school teacher. This Panel simply had no evidence of present or possible inequities and did not receive a complaint or concern from either party about that factor. It should not have been a reason for such a dramatic increase in cost.

This Panel recognized that where non-contact time had been codified in Collective Agreements, in every case it appeared to be a codification of existing practice and not an increase in non-contact time being granted to the teachers.

Once again, the resulting Award ignores the mandate of precedent to observe the provincial pattern.

Finally, the Panel obviously and unreasonably misdirected itself on the question of preparation time. The maximum amount of time teachers have to be in contact with students is 5½ hours per School day (in the case of Elementary School teachers 5 hours per School day). Teachers can expect approximately 192 such School days per year maximum. This is a 1,056 hours of time in the classroom. On any measure, this falls far short of the 8 hour day 2,080 hour a year most employees in Manitoba can expect and leaves an enormous amount of preparation time available, if needed.

This request by the teachers was simply for a reduction in workload. There was no evidence before this Panel that classes were not being adequately prepared.

I concede that the Award of the Board may have reduced the impact on the Division somewhat from the 8.3% of payroll cost which both parties agreed would be the minimum cost necessitated by the teachers' demand. It may or may not cost exactly that much to hire enough substitute teachers to provide the 150 minutes per cycle rather than the 180 minutes per cycle demanded by the teachers. If it is only a 7% increase on the taxpayers for this one topic rather than an 8.3% increase it is nevertheless an entirely unreasonable expense to be ordered by an Interest Arbitration Panel.

Both the taxpayers and the teachers are entitled to a moderate and well reasoned response from an Interest Arbitration Panel. It is my view that this Award goes far beyond what could have been reasonably expected by any party to this process.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at the City of Winnipeg in the Province of Manitoba this 26 day of September, 2007.



G.D. Parkinson, Board Member