

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

**FRONTIER SCHOOL DIVISION**  
(Hereinafter called the Division)

**Party of the first part;**

**-and-**

**UNITED STEELWORKERS, LOCAL 8223-18**  
(Hereinafter called the Union)

**Party of the second part;**

**(Lynn Lake)**

**JULY 1, 2014 – JUNE 30, 2017**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, labour standards, wage rate and working conditions, to protect the safety and health of Employees and to provide a method for the adjustment of disputes which may rise between the parties.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the bargaining unit as described in the Labour Relations Board Certificate # M.L.B. 4674.
- 2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all Employees in the bargaining unit except for the purpose of instruction and in the case of emergency.
- 2.03 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for the purpose of instruction and in the case of an emergency.
- 2.04 No Employee shall lose his/her job as the result of the Division contracting out custodial, maintenance or clerical services.
- 2.05 The Division agrees to provide two bulletin boards designated for use by the Union. Such bulletin boards shall be placed accessible to all Employees for reference purpose. All notices posted, except job postings and notices of change of shift as per Article 12.06, will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that it is the function of management to manage the affairs of the business and to direct the working forces of the Division, subject to the provisions of this Agreement.
- 3.02 Such management function shall be:
- (a) to operate the school and to direct the staff covered by this Agreement as it may deem necessary for the most effective use of its facilities;
  - (b) to discharge, suspend, discipline or demote Employees for just and reasonable cause;
  - (c) to hire, transfer, lay-off, promote, and to assign Employees to jobs as required by the reorganization of duties and of staff;
  - (d) to determine the necessary services.
- 3.03 The Division shall exercise its rights to direct the working force in a fair, reasonable and equitable manner, and consistent with the terms of the Agreement.

### **ARTICLE 3 – MANAGEMENT RIGHTS – (cont'd)**

- 3.04 The Division agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

### **ARTICLE 4 – UNION SECURITY AND CHECK OFF OF UNION DUES**

- 4.01 During the life of this Agreement, the Employer shall deduct from the wages of each bargaining unit Employee monthly union dues in the amount certified by the Union to the Employer, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from the wages earned in the first pay period of each calendar month and shall be remitted within fifteen (15) days, by cheque made payable to: International Secretary Treasurer, United Steel Workers, Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1.
- 4.02 The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each Employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reason why, i.e., WCB, Weekly Indemnity, etc.
- 4.03 A duplicate R115 Form and employee deduction statement shall be forwarded to: United Steelworkers, 19 Elizabeth Drive, Thompson, MB R8N 1S7. Attention: International Staff Representative.

### **ARTICLE 5 – REPRESENTATIVES, STEWARDS AND MEMBERS OF COMMITTEES**

- 5.01 An authorized Union representative, who is not in the Division's employ, shall have the right to speak to local Union representatives during working hours while investigating "filed grievances only".
- 5.02 The Union agrees to provide the Division with the names of all committee and executive members.
- 5.03 When the legitimate business of one grievance committee person or steward requires him/her to leave his/her job or department, he/she shall first receive permission from his/her supervisor, which permission shall not be unreasonably withheld, and he/she shall not suffer loss of pay for the time spent in the performance of these duties during his/her regular working hours.

### **ARTICLE 6 – COPIES OF AGREEMENT**

- 6.01 The Division and the Union desire Employees to be familiar with the provisions of the Agreement and his/her rights and duties under it. For this reason the Division will supply each Employee with a copy of this Agreement.

## **ARTICLE 7 – NO DISCRIMINATION**

7.01 The Employer and the Union agree that there will be no discrimination against any Employee as defined in the *Human Rights Code*, nor because of Union membership or Union activity.

## **ARTICLE 8 – SENIORITY**

8.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, layoff, and rehiring after layoff, senior Employees shall be entitled to preference if they have the qualifications and ability required to properly perform the duties of the posted position.

8.02 Seniority of each Employee covered by this Agreement shall be established after a probationary period of three (3) months continuous service and shall count from the date of employment as a full-time permanent Employee as defined in Article 15.01. For those persons defined in Article 15.01 as Casual (substitute) Employees, and who become permanent full-time cleaners, their probationary period of three months shall be reduced by the equivalent number of four (4) hour days actually worked as casual Employees. Seniority shall be maintained and accumulated during:

- (a) Absence due to layoff.
- (b) Sickness or accident.
- (c) Authorized leave of absence.
- (d) Maternity Leave.

8.03 An Employee shall lose his seniority standing and his/her name shall be removed from all seniority lists for any of the following reasons:

- (a) If the Employee voluntarily quits.
- (b) If the Employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement.
- (c) If the Employee is laid off and fails to return to work after he/she has been notified by the School Division in writing by registered mail (copies to the Union), to his/her last known address - an Employee shall reply within three (3) days and report to work within a further three (3) days or a mutually agreed upon time.
- (d) If the Employee has been on lay-off for lack of work for a period of more than twelve (12) consecutive months.
- (e) If promoted to a supervisory position or a position beyond the scope of this Agreement exceeding ninety (90) days within a twelve (12) month period.

### **8.04 JOB POSTINGS**

All positions which become vacant or are created shall be posted for a period of not less than five (5) working days on the Union bulletin board. An Employee desiring the position must make application to the Division within the time limits as specified in the circular. All job postings must be dated.

## **ARTICLE 8 – SENIORITY – (cont’d)**

### **8.04 JOB POSTINGS (cont’d)**

In recognition of the responsibility of the Division for the efficiency of operation, it is understood and agreed that the Division shall have the right to determine the Employee's ability, skill, competence and qualifications and shall have the right to pass over any Employee if it establishes that an Employee does not have such qualifications to perform the normal requirements.

### **8.05 SENIORITY LISTS**

The Division shall maintain a seniority list for Employees. Clerical Employees to be listed separately. A copy of such list shall be posted for Employees' inspection every six (6) months. A copy shall also be provided to the Union. The seniority list will include: name, classification, and date of last hire.

### **8.06 LAYOFF**

In the event of a layoff, Employees shall be laid off in the reverse order of seniority, provided those Employees retained have the qualifications and abilities to properly perform the duties of the position assigned. Laid-off Employees shall be recalled in order of seniority, provided those Employees recalled have the qualifications and abilities to properly perform the duties of the position assigned. Employees affected shall be given four (4) weeks notice in advance or, in lieu of notice, four (4) weeks pay. The Union committee shall be given adequate notice of pending layoffs, unless caused by circumstances beyond the control of the Division.

Every Employee laid off shall receive one (1) week's pay for each year of seniority upon completion of two (2) years' service.

### **8.07 TEMPORARY TRANSFERS**

If an Employee is required to substitute during the temporary absence of another Employee or is assigned to a job other than his/her regular job, the Employee shall be paid his/her regular rate or the rate for the job transferred to, whichever is the greater, provided that such Employee works in the higher paid position for:

- (a) more the five (5) continuous days. After the five (5) days have been worked the increased rate of pay will be paid retroactive to the first day of the appointment, or
- (b) the Employee has worked on the job for seven (7) or more days within the previous six (6) calendar months.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

9.01 Should any difference arise between the Division and any of the Employees from the interpretation, application, administration or alleged violation of the provisions of the Agreement, an earnest effort will be made to settle such grievance without undue delay in the following manner:

## **ARTICLE 9 – GRIEVANCE PROCEDURE – (cont’d)**

### **9.02 STAGE 1**

Any Employee with a personal grievance may take the matter up with the Principal within ten (10) working days from the date the Employee became aware of the incident giving rise to the grievance. The Employee may be accompanied by a Shop Steward. The Principal shall reply within five (5) working days.

### **9.03 STAGE 2**

Failing satisfactory settlement in Stage 1, the grievance will be presented in writing (by fax and regular mail) to the Area Superintendent within ten (10) working days. The Area Superintendent shall convene a meeting with a Grievance Committee of the Union, in Lynn Lake, within ten (10) working days of receipt of the grievance from the Union, or a time mutually agreed upon. The Area Superintendent shall reply within five (5) working days.

### **9.04 STAGE 3**

Failing a satisfactory settlement in Stage 2, the Grievance will be presented in writing (by fax and regular mail) to the Chief Superintendent within ten (10) working days. The Chief Superintendent shall convene a meeting in Lynn Lake or a conference call at the discretion of the Chief Superintendent, with a Grievance Committee of the Union, within ten (10) working days of the receipt of the grievance from the Union, or a time mutually agreed upon. The Chief Superintendent shall reply within ten (10) working days.

### **9.05 STAGE 4**

Failing a satisfactory settlement in Stage 3, the Union, within ten (10) working days, shall forward the case to the Board of Trustees who shall arrange and convene a conference call to discuss the merits of the grievance at the next regularly scheduled Board Meeting. The conference call will include Employer representatives, Local Union President, Local Union Unit Chairperson, and an International Representative of the Union, if available. Costs of the conference call shall be the responsibility of the Employer.

9.06 The term “working day” as used in this article shall mean days other than Saturday and Sunday or a paid holiday referred to Article 14 of this Agreement.

9.07 The Division and Union shall have the right to initiate a group grievance within five (5) working days from the time of the occurrence of the alleged grievance at Stage 2 of the Grievance Procedure.

9.08 The time limits in both Grievance and Arbitration Procedure may be extended by mutual agreement between the Parties. Such Agreement to extend the time limits shall be acknowledged in writing by both Parties.

## **ARTICLE 9 – GRIEVANCE PROCEDURE – (cont’d)**

9.09 In the event a grievor or the Union or Division fail to process the grievance, within the time limits as set out above or as amended by agreement under Article 9.08 the grievance shall be deemed to be abandoned or conceded, as the case may be.

## **ARTICLE 10 – ARBITRATION**

10.01 In the event that the Division and the Union are unable to settle any grievance(s), said grievance(s) shall be referred to an arbitration board within fifteen (15) working days of the date of receipt of the decision of the Board of Trustees.

10.02 When either party requests that a grievance be submitted to arbitration the request shall be made in writing, addressed to the other party to the Agreement. Each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two so named shall within ten (10) working days select a third person to act as Chairperson of the Board of Arbitration but should they not do so within ten (10) working days, either party may apply to the Minister of Labour to appoint a person to be Chairperson.

10.03 The decision of the Board of Arbitration shall be final and binding to both parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.

10.04 Each party shall pay:

- (a) the fees and expenses of the Arbitrator it appoints;
- (b) one-half the fees and expenses of the Chairperson;
- (c) one-half the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

## **ARTICLE 11 – DISCHARGE AND DISCIPLINARY PROCEDURE**

11.01 The Division shall not take disciplinary action without first warning the Employee, unless the circumstances justify immediate discharge or suspension. In the event of a claim that an Employee has been discharged or disciplined unjustly or unreasonably the grievance shall be filed at Step 2 of the Grievance Procedure within five (5) working days.

11.02 Warnings shall be given in writing only.

11.03 If it is determined or agreed at any step in the Grievance Procedure that any Employee has been disciplined or discharged unjustly and that a penalty was too severe, the Division may alter their decision and make other arrangements which would be just and equitable to both parties.

11.04 Should a suspension or discharge result in an arbitration hearing, the Arbitration Board shall have the right to alter or amend the discipline.



## **ARTICLE 12 – HOURS OF WORK**

### **12.01 NORMAL HOURS OF WORK**

The normal work week shall consist of five (5) days of:

- (a) Seven and one-half (7 1/2) hours per day for clerical Employees.
- (b) Eight (8) hours per day for maintenance Employees.
- (c) Up to eight (8) hours per day for cleaning staff.
- (d) Seven and one-quarter (7.25) hours per day for School Counsellor and Library Specialist.
- (e) Up to six (6) hours per day for Educational Assistants.
- (f) Up to four (4) hours per day for Hall Monitor.

Where the Division or the supervisor requests an Employee to exchange time worked on a regularly scheduled day off for time on a regularly scheduled day of work, the day off shall be by mutual agreement.

### **12.02 REST PERIODS**

A rest period of fifteen (15) minutes will be provided during each half shift.

### **12.03 CASUAL EMPLOYEES AND TERM EMPLOYEES**

Casual Employees may be utilized to replace existing staff who are absent on leave from work. Further, where, in the opinion of management any additional work which is required due to vandalism or other extraordinary situations, and which cannot be corrected during normal working hours, such work shall be done by casual employees. Casuals shall be paid the rate of pay shown in Appendix "A" for the work being performed.

Where a casual Employee works at least three (3) continuous months in the same position, he/she shall be deemed a term employee.

A Term Employee means an Employee hired for a specific period of time of at least three (3) months duration, or for the completion of a specific job or until the occurrence of a specified event but in no event will this period of time exceed one (1) year. This period of time may be extended by mutual agreement. Term Employees shall be paid the rate of pay shown in Appendix "A" for the work being performed.

Casual Employees and Term Employees will not be utilized to reduce the number of permanent Employees.

- 12.04 Any and all decisions regarding working schedules and the direction of the working force of this School Division shall remain a function of management and the provisions of Article 3 (Management Rights) of this Collective Agreement are not in any way negated, minimized or amended.

**ARTICLE 12 – HOURS OF WORK (cont'd)**

**12.05 REPORTING ALLOWANCE**

If the work for which the Employee was scheduled to report is not available or if there is no substitute work which is within his/her reasonable capacity to perform he/she shall be paid for four (4) hours of work. The rate of pay will be the straight hourly base rate for the job on which the employee was scheduled. If an Employee would have been paid at overtime rates, he/she shall receive four (4) hours reporting pay at the applicable overtime.

12.06 Except in emergencies, Employees will be notified of a change in shift from general to heavy cleaning before the completion of the normal shift prior to such change. For Employees at work on the day in question, the supervisor will attempt to notify them verbally and a notice will be posted on the bulletin boards. Employees not at work on the day in question will be notified of such change by telephone message.

**12.07 LUNCH PERIODS**

The meal period will be scheduled by the Employer and will be one (1) hour duration, unless otherwise mutually agreed upon between the Employee concerned and the Employer.

**ARTICLE 13 – OVERTIME**

13.01 Employees shall work such overtime and perform such duties as the Division deems necessary to maintain an efficient and effective operation.

If overtime is required, the School Administration will check with all cleaning staff for volunteers before assigning specific individuals to the required duties. The School Administration will determine and assign the overtime duties of all staff.

13.02 When an Employee is directed to work beyond his/her normal hours of work, such work shall be considered as overtime and shall be paid for at one and one-half (1 1/2) the Employee's hourly rate for the first two (2) hours and double time (X 2) thereafter.

13.03 Every Employee who is called out and required to work in an emergency situation shall be paid a minimum of three (3) hours at time and one-half (X 1 1/2) overtime rate. Double time (X 2) shall be paid for all hours worked on Sundays.

**ARTICLE 14 – GENERAL HOLIDAYS**

14.01 All Employees shall have the following holidays at their regular rate of pay:

New Year's Day	Victoria Day	Christmas Day
Louis Riel Day	August Civic Holiday	Boxing Day
Good Friday	Labour Day	
Easter Monday	Thanksgiving Day	

## **ARTICLE 14 – GENERAL HOLIDAYS (cont'd)**

- 14.02 The observance of Remembrance Day in Manitoba is subject to the provisions of the *Remembrance Day Act* and shall be observed on the day it occurs.
- 14.03 The Division agrees to pay any additional holidays which may be declared as public holidays by the Federal or Provincial governments.
- 14.04 An Employee required to work on a paid holiday shall be paid at the rate of one and one-half (1 1/2) times his or her regular hourly rate for all hours worked plus straight time pay for the Employee's normal hours of work for that day. In addition the Employees shall be allowed time off without pay equivalent to the hours worked on the paid holiday, at a time mutually agreeable to both parties.
- 14.05 Pursuant to *The Employment Standards Code*, part-time and casual employees shall receive general holiday pay of five (5) percent of an Employee's total wages, exclusive of overtime, earned in the four-week period immediately before the general holiday. Permanent and probationary employees must have received pay for their regularly scheduled working day immediately preceding and following the paid holiday, to be eligible for the paid holiday.
- 14.06 Employees shall remain eligible for pay in respect of holidays as set forth in Article 14.05, despite absence from work on the paid holiday or on the day before or the day after the paid holiday, if such absence was due to any of the following causes:
- (a) Death in the immediate family provided definite verification is submitted.
  - (b) Court duties.
  - (c) Sickness, certified by a doctor, except that, when an Employee has been continuously absent for more than one (1) calendar month his/her eligibility shall cease.
  - (d) Specific authorized absence for one (1) day before or after but not both.
  - (e) If the absence was due to circumstances beyond the control of the Employee.
  - (f) When application is made in writing addressed to the Division for compassionate leave of absence, authority may be granted for payment of a Statutory Holiday occurring during such approved leave of absence.
- 14.07 When any of the above holidays fall during an Employee's vacation with pay, such vacation with pay shall be extended one (1) day.
- 14.08 When working eight (8) hours upon the day immediately before or after a general holiday, the holiday shall be paid at eight (8) hours (i.e. a staff member working four (4) hours per day up to the last working day in June and then taking holidays or leave, shall be paid for four (4) hours only for July 1. August 1 shall be paid at eight (8) hours, if eight (8) hours are worked on August 2).

## ARTICLE 15 – VACATION

15.01 For the purpose of this article the following definition shall apply:

Regular Full-Time Employee

- an employee who works the normal hours of work as indicated in Article 12.01 and is employed on a year round basis.

Regular Part-Time Employee

- an employee who works less than the normal hours of work as indicated in Article 12:01 but is employed on a year round basis.

Casual (Substitute) Employees

- are employees who work only as required.

15.02 The anniversary date of an Employee, for the purpose of computing vacation credits, shall be June 30th of each year. Vacation pay will be issued at this time, but if so requested, the Secretary-Treasurer will deposit the individual Employee's cheque directly into his/her personal bank account. A statement detailing vacation pay is issued.

15.03 Vacation entitlement shall be calculated as to the number of years of service as a full time or permanent part-time Employee as at July 1<sup>st</sup> of each year as follows:

After one (1) complete year of service, fifteen (15) working days;

After two (2) complete years of service, twenty (20) working days;

After nine (9) complete years of service, twenty-five (25) working days;

After nineteen (19) complete years of service, thirty (30) working days.

Part-time Employees earn vacation as shown above, pro-rated according to the amount of time worked.

Educational Assistants shall be paid vacation pay on each cheque equivalent to that outlined above.

15.04 Casual (substitute) Employees shall have their vacation pay calculated by taking four (4) percent of their gross salary.

15.05 Employees leaving the Division's service with less than twelve (12) consecutive months of employment shall be paid according to the provisions of *The Employment Standards Code*.

15.06 Each employee shall submit his/her preferred vacation dates to the Supervisor for his/her approval by June 1 of each year.

15.07 When an Employee qualifies for sick leave involving hospitalization during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a time mutually agreed between the Employee and the Division.

## **ARTICLE 16 – WAGES**

16.01 The Division agrees to pay the wage as contained in Appendix A which forms part of this Collective Agreement, on a bi-weekly basis.

## **ARTICLE 17 – LEAVE OF ABSENCE**

17.01 An Employee may be allowed up to thirty (30) days leave of absence without pay for personal reasons if:

- (a) the request is presented to the Principal in writing, to be forwarded to the Area Superintendent for approval,
- (b) the leave is for a fair and equitable reason and does not interfere with the operation of the school,
- (c) in the case of absence of less than five (5) days, leave may be arranged with the Principal or in his/her absence, the Vice-Principal.

### **17.02 LEAVE TO ATTEND TO UNION BUSINESS**

An Employee who has been appointed by the Union to attend Union conventions or other business of the Union shall be granted a leave of absence without pay for this purpose. A maximum of two (2) individuals will be granted this leave at any one time. The Union will consult and inform the Division in writing, the names of the delegates one (1) week in advance.

### **17.03 LEAVE FOR UNION STAFF**

The Division shall grant an Employee a leave of absence for no more than one (1) year to work in an official capacity for the local or International Union. The Employee must request leave in writing and the union must approve it. This leave may be extended for an additional one (1) year period. A maximum of one (1) individual at any one time will be granted this leave.

### **17.04 COMPASSIONATE LEAVE**

At the time of death or in the case of serious illness in the immediate family of an Employee, the Division shall grant five (5) days leave of absence with pay and two (2) days traveling time if the employee is required to travel outside Lynn Lake to attend the funeral. Immediate family shall be meant to include father, mother, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, wife, husband, children, grandparents, grandchildren, and great-grandparents.

Three (3) normal working days will be added to the vacation or general holiday if the bereavement occurs during this time, conditional upon the submission of document.

## **ARTICLE 17 – LEAVE OF ABSENCE (cont'd)**

### **17.04 COMPASSIONATE LEAVE (cont'd)**

To determine serious illness, it includes and is restricted to imminent death and/or hospitalization outside Lynn Lake, MB. Requests for such leave must be accompanied by a certificate from a certified medical practitioner, indicating severity of illness and the requirement of the Employee's attendance. Leaves for this purpose are limited to one (1) such leave per calendar year. Leave beyond the above amounts may be granted on compassionate grounds, at the discretion of the Division.

### **17.05 PAY FOR JURY OR WITNESS SERVICE**

The Division shall pay to an Employee, who is required to serve as a juror, or who is subpoenaed as a crown witness, for each day of service, the difference between his/her daily rate and the payment he/she received for service. The Employee shall present proof of service and the amount of pay received.

### **17.06 EDUCATIONAL LEAVE**

#### **Effective Date of Ratification:**

- (a)
  1. An employee must apply in writing to the Area Superintendent for an allowance to take a course which will improve his/her qualifications for his/her job. The application must be made before the commencement of the course.
  2. Applications must indicate the relevance of the course taken to the function of the employee and relevance to improving the service the Division provides.
  3. Applications must have the approval of the employee's supervisor.
- (b) Applications for course allowances shall be approved or denied by the Area Superintendent.
- (c) Funding may be approved at 100% of tuition or registration if the course is required by the Division. If the course is related to but not required for the employee's position, funding may be approved up to 50% of tuition or registration.
- (d) Upon receiving confirmation of successful completion of the course, the Division will pay the applicable amount to the employee in one lump sum payment.
- (e) In special circumstances, an employee may apply in writing to the Area Superintendent, to have the payment of the allowance made prior to commencement of the course.

#### 17.06 EDUCATIONAL LEAVE (cont'd)

- (f) Where the course is required by the Division, consideration will be given to providing additional costs related to the course.
- (g) The Division may require an employee to repay the course allowance amount in full or in part if he/she leaves the Division within six (6) months.
- (h) Course allowances will not be paid for any courses which are provided and/or subsidized by Frontier School Division.
- (i) Where possible and practical, it is expected that employees who take courses funded by the Division, will share information received with other employees.

#### 17.07 PUBLIC SERVICE LEAVE

The Division agrees to give a leave of absence without pay to not more than one (1) Employee per year for one (1) term of public office and only when that Employee is elected.

#### 17.08 PERSONAL LEAVE

Leave of absence with pay may be granted to an Employee requesting leave for personal reasons if such request is made in writing and presented to the Supervisor. Such leave shall not exceed one (1) day per year and the granting of such leave is conditional upon the Board being able to employ a suitable substitute.

#### 17.09 MATERNITY/PARENTAL LEAVE

Maternity / Parental leave shall be granted in accordance with *The Employment Standards Code*. The Employee's seniority and benefits will be retained upon return.

#### 17.10 STRANDED LEAVE

All Employees will be granted one (1) day stranded leave per year with pay. In order to qualify for this leave, all personal leave has to be used.

### **ARTICLE 18 – SICK LEAVE**

18.01 For the purpose of this article the following definitions shall apply:

Regular full-time Employee

- an Employee who works the normal hours of work as indicated in Article 12.01 and is employed on a year round basis.

Regular part-time Employee

- an Employee who works less than the normal hours of work as indicated in Article 12.01 but is employed on a year round basis.

## **ARTICLE 18 – SICK LEAVE (cont'd)**

- 18.02 Sick leave means the period of time a Regular Employee or a Regular part-time Employee is permitted to be absent from work with pay by virtue of being sick or disabled.
- 18.03 Regular full-time and regular part-time Employees shall be granted sick leave at the rate of one (1) day for each pay period worked.
- 18.04 Sick leave days not taken shall be accumulated to a maximum of two hundred and eight (208) working days.
- 18.05 An Employee may be required to produce a certificate from a qualified medical doctor for any sickness or disability, certifying that such Employee is unable to carry out his/her duties due to sickness or disability and if possible the expected date of return to work.
- 18.06 A sick or disabled Employee who provides periodic medical verification of his/her continuing illness or disability shall have security of employment for one (1) year after sick leave benefits are exhausted. If the illness or disability continues beyond the one (1) year period, then if and when the Employee is certified fit to return to work, he/she shall be given preference for the first vacancy available for which he/she is qualified. If the Employee returns to work within two (2) years following the date at which sick leave benefits are exhausted then seniority shall be maintained.

## **ARTICLE 19 – BENEFITS**

### **19.01 LIFE INSURANCE PROGRAM**

The Division shall provide the Manitoba Public School Employees Group Life Insurance Plan in accordance with the plan text.

- 19.02 The regulations as set out in this Plan shall constitute membership. Such regulations require that the Employee and the Division shall make equal contributions toward basic insurance. Premiums for extended coverage shall be the responsibility of the Employee.

- 19.03 All new Employees shall be required to join the Plan as a condition of employment.

### **19.04 HEALTH CARE PLAN**

The Division shall administer an Employee paid Group Health Care Plan in accordance with the Plan text.

Employees of Treaty Indian status shall not be required to participate in the Plan.

Where a member provides evidence of coverage for Extended Health benefits through a group spousal plan, such member shall be eligible to opt out of this Plan subject to the terms of this Plan.



## **ARTICLE 19 – BENEFITS (cont'd)**

### **19.05 PENSION PLAN**

Employees shall be required to participate in the Frontier School Division Pension Plan in accordance with the Plan text of the Pension Plan.

### **19.06 DENTAL PLAN**

The Division will provide a Dental Plan for the Employee and his family, in accordance with the Plan text.

### **19.07 REMOTENESS ALLOWANCE**

Employees shall be entitled to Remoteness Allowance in accordance with Board Policy.

### **19.08 TRAVEL DAYS**

Employees shall be entitled to Travel Days in accordance with Board Policy.

## **ARTICLE 20 – SAFETY AND HEALTH**

20.01 The Division agrees that it is their responsibility to make adequate provision for safe and healthy working conditions to its Employees during the hours of their employment.

20.02 The Union may, as the need arises, bring to the attention of the Division any suggestions in this regard and also any other suggestions for improvements in condition of work as they apply to safety and health.

20.03 The Union steward shall be notified of each accident or injury.

## **ARTICLE 21 – ESTABLISHED PRACTICES**

21.01 Any rights and privileges enjoyed on a regular basis by the Employees prior to the execution of this Agreement shall be continued and no change shall be put into effect unless mutually agreed to by the Division and the Union.

## **ARTICLE 22 – DURATION OF AGREEMENT**

22.01 This Agreement shall become effective as of July 1, 2014, and shall remain in effect until June 30, 2017, and shall be renewed automatically from year to year thereafter, unless either party gives notice of amendment to the other party within ninety (90) days prior to the anniversary date in any one (1) year. In the event that either party serves notice to the other party of its desire to amend this Agreement, then this Agreement shall continue in effect until such time as a new Agreement has been reached.

**INFORMATION HEALTH AND SAFETY**

An Employee may refuse to perform work where he/she has reasonable grounds to believe that the work is dangerous to his/her safety or health, or to the safety or health of another worker or any other person.

Where an Employee refuses to work in accordance with the above, he/she shall refuse with reasons given immediately to his/her supervisor.

(Workplace Safety and Health Act, Sub-Section 43 (1), (2))

DATED AT LYNN LAKE, MANITOBA THIS 3 DAY OF November, 2015

SIGNED ON BEHALF OF:

**FRONTIER SCHOOL DIVISION**

**UNITED STEELWORKERS,  
LOCAL 8223-18**



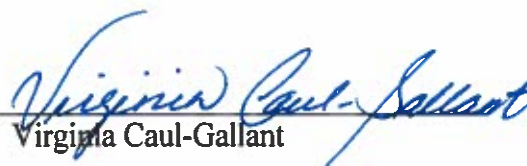
Linda Ballantyne  
Chairperson, Board of Trustees



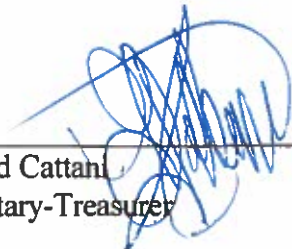
Phil Hayden  
Staff Representative



Marion Pearson  
Chairperson, Negotiating Committee  
Vice-Chairperson, Board of Trustees



Virginia Caul-Gallant



Gerald Cattani  
Secretary-Treasurer



Gerald Collier

## APPENDIX A

### Wage Scales Effective July 1, 2014 (hourly rate):

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	16.78	17.31	17.85	18.41	19.01	19.61
Maintenance Person 2	24.24	25.08	25.95	26.91		
Clerk Typist 2	18.53	19.01	19.49	20.05	20.55	21.15
School Counsellor 1 <i>70% - 3 courses 80% - 6 courses 90% - 9 courses</i>	21.57	22.24	22.97	23.73	24.53	25.33
School Counsellor 2 <i>Applied Counselling Certificate</i>	25.33	26.20	27.14	28.10	29.11	30.22
Library Specialist 1 <i>Library Training Certificate 70% - up to 3 courses 80% - 6 courses 90% - 8 courses</i>	21.42	21.95	22.56	23.16	23.82	24.53
Library Specialist 2 <i>Library and Information Technology Diploma Program</i>	24.26	24.87	25.56	26.27	26.98	27.74
Educational Assistant 1 <i>(Less than Grade 12)</i>	12.50	13.37	14.26			
Educational Assistant 2 <i>(Grade 12)</i>	15.82	16.69	17.57			
Educational Assistant 3 <i>(Educational Assistant Diploma/Degree)</i>	17.46	18.35	19.25			
Hall Monitor <i>Paid as an EA based on qualifications</i>						
Community Connector <i>Grant Funded position – rate dependent upon funding</i>						

### Wage Scales Effective July 1, 2015 (hourly rate):

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	17.12	17.66	18.20	18.78	19.39	20.00
Maintenance Person 2	24.72	25.58	26.47	27.44		
Clerk Typist 2	18.90	19.39	19.88	20.42	20.96	21.57
School Counsellor 1 <i>70% - 3 courses 80% - 6 courses 90% - 9 courses</i>	22.00	22.68	23.43	24.20	25.02	25.84
School Counsellor 2 <i>Applied Counselling Certificate</i>	25.84	26.73	27.69	28.66	29.69	30.83
Library Specialist 1 <i>Library Training Certificate 70% - up to 3 courses 80% - 6 courses 90% - 8 courses</i>	21.85	22.39	23.00	23.63	24.30	25.02

Library Specialist 2 <i>Library and Information Technology Diploma Program</i>	24.74	25.37	26.07	26.80	27.52	28.29
Educational Assistant 1 <i>(Less than Grade 12)</i>	12.75	13.64	14.55			
Educational Assistant 2 <i>(Grade 12)</i>	16.14	17.02	17.92			
Educational Assistant 3 <i>(Educational Assistant Diploma/Degree)</i>	17.81	18.72	19.64			
Hall Monitor <i>Paid as an EA based on qualifications</i>						
Community Connector <i>Grant Funded position – rate dependent upon funding</i>						

**Wage Scales Effective July 1, 2016 (hourly rate):**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	17.46	18.01	18.56	19.16	19.78	20.40
Maintenance Person 2	25.21	26.09	27.00	27.99		
Clerk Typist 2	19.28	19.78	20.28	20.83	21.38	22.00
School Counsellor 1 <i>70% - 3 courses 80% - 6 courses 90% - 9 courses</i>	22.44	23.13	23.90	24.68	25.52	26.36
School Counsellor 2 <i>Applied Counselling Certificate</i>	26.36	27.26	28.24	29.23	30.28	31.45
Library Specialist 1 <i>Library Training Certificate 70% - up to 3 courses 80% - 6 courses 90% - 8 courses</i>	22.29	22.84	23.46	24.10	24.79	25.52
Library Specialist 2 <i>Library and Information Technology Diploma Program</i>	25.23	25.88	26.59	27.34	28.07	28.86
Educational Assistant 1 <i>(Less than Grade 12)</i>	13.01	13.91	14.84			
Educational Assistant 2 <i>(Grade 12)</i>	16.46	17.36	18.28			
Educational Assistant 3 <i>(Educational Assistant Diploma/Degree)</i>	18.17	19.09	20.03			
Hall Monitor <i>Paid as an EA based on qualifications</i>						
Community Connector <i>Grant Funded position – rate dependent upon funding</i>						

**LETTER OF UNDERSTANDING  
BETWEEN  
FRONTIER SCHOOL DIVISION  
(Hereinafter referred to as "the Employer")  
AND  
UNITED STEELWORKERS, LOCAL 8223-18  
(Hereinafter called the Union)**

**RE: SCHOOL COUNSELLORS AND LIBRARY SPECIALISTS ON STAFF AS OF  
JUNE 26, 2012**

The current method of pay for School Counsellors and Library Specialists on staff as of June 26, 2012 shall continue as long as they remain in their current classification save and except as follows:

**Library Specialists**

Library Specialists will no longer be required to operate twelve (12) days of Family Literacy program in their community. Therefore, effective the 2012-2013 school year, the twelve (12) days of Family Literacy program will no longer be mandatory nor automatically calculated into the Library Specialists salary.

Library Specialists will however, have the option to continue the Family Literacy program to a maximum of twelve (12) days per school year, should they demonstrate the program has merit in their community, with prior approval of the Principal and the Library Services Coordinator. Should the Library Specialists request to continue this program be approved, the Library Specialists will be required to submit time sheets and a summary of program outcomes during each reporting period. The Library Specialists shall be paid for said hours worked in the program, as the hours occur.

**School Counsellors**

Effective the 2012-2013 school year it will no longer be mandatory for School Counsellors to participate in the current five (5) accountability days. Further the current two (2) day Divisional Professional development session will now be conducted during the normal work week. Therefore the above noted seven (7) days will no longer be automatically calculated into School Counsellor salary.

School Counsellors however will have the option to work seven (7) accountability days with prior approval by submitting a plan to their School Principal and Area Superintendent by September 30<sup>th</sup> of each year. Should the plan be approved, the School Counsellors will be required to submit time sheets and a summary of program outcomes during each reporting period. The School Counsellors shall be paid for said hours worked in the program, as the hours occur.

**FRONTIER SCHOOL DIVISION**



Linda Ballantyne  
Chairperson, Board of Trustees



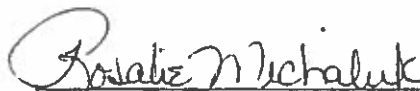
Marion Pearson  
Chairperson, Negotiating Committee for  
the Board  
Vice-Chairperson, Board of Trustees

  
Gerald Cattani  
Secretary-Treasurer

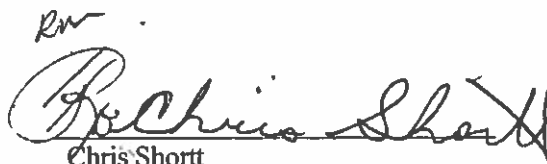
**UNITED STEELWORKERS,  
LOCAL 8223-18**



Roy Leslie  
Staff Representative



Rosalie Michaluk

  
Chris Shortt

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**FRONTIER SCHOOL DIVISION**  
**(Hereinafter referred to as "the Employer")**  
**AND**  
**UNITED STEELWORKERS, LOCAL 8223-18**  
**(Hereinafter called the Union)**

**RE: LONG TERM DISABILITY**

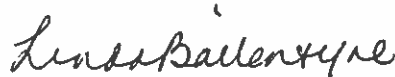
The Division agrees to administer payments to a Long Term Disability (LTD) provider, subject to the following:

- The majority of Employees must vote to participate in an LTD Plan.
- The Insurance carrier has final approval of a "group".
- Participation in the Plan would be mandatory for all current Employees and new hires.
- The Employer shall not contribute to the premiums.
- The premiums for the Plan shall be paid by each Employee participating in the Plan and such premiums shall be deducted from Employee salary and timely remitted to the Plan.

Save and except for the deduction and remittance of premiums, as required by the LTD Plan, the Union acknowledges and agrees that the Board neither has, nor assumes any responsibility whatsoever with respect to any aspect of the LTD Plan.

**FRONTIER SCHOOL DIVISION**

**UNITED STEELWORKERS, LOCAL  
8223-18**



Linda Ballantyne  
Chairperson, Board of Trustees



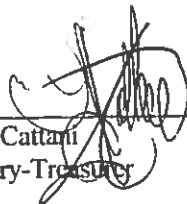
Roy Leslie  
Staff Representative



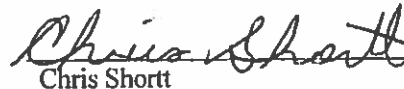
Marion Pearson  
Chairperson, Negotiating Committee for the  
Board / Vice-Chairperson, Board of Trustees



Rosalie Michaluk



Gerald Cattani  
Secretary-Treasurer



Chris Shortt

**LETTER OF UNDERSTANDING  
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FRONTIER SCHOOL DIVISION  
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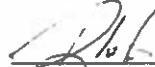
**RE: COMMUNITY CONNECTOR**


The Community Connector position is tied to grant funding. The position's normal hours of work are four (4) hours a day, however subject to the Division securing additional grant funding, the hours of work may be increased up to eight (8) hours per day. In the event funding is no longer available, Article 8.06 Layoff shall apply.

**FRONTIER SCHOOL DIVISION**


**UNITED STEELWORKERS, LOCAL  
8223-18**

  
\_\_\_\_\_  
Linda Ballantyne  
Chairperson, Board of Trustees

  
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Rosalie Michaluk

  
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Gerald Cattani  
Secretary-Treasurer

  
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Chris Shortt



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
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**(Hereinafter referred to as "the Employer")**  
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**UNITED STEELWORKERS, LOCAL 8223-18**  
**(Hereinafter called the Union)**

**RE: EDUCATIONAL ASSISTANT 5 RATE OF PAY**

The parties agree that the current Educational Assistant 5 classification be deleted and that the incumbents currently classified as such shall be grandfathered. Specifically, the Employees noted below will continue to be paid at the Frontier School Division Educational Assistant 5 salary scale until such time as they initiate a transfer into a new position or leave the employ of the Division.

Patricia MacDonald

Vicki Tagore

The Educational Assistant 5 salary scale shall be as follows:

	Step 1	Step 2	Step 3
Effective Date of Signing	19.95	20.81	21.68
Effective April 1, 2013	20.35	21.23	22.11

**FRONTIER SCHOOL DIVISION**

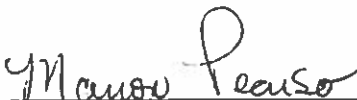
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