# **Memorandum of Agreement**

#### Between

# Frontier School Division (the "Division")

-and-

Frontier Teachers' Association of The Manitoba Teachers' Society (the "Association")

## WHEREAS:

- a) The Division is having difficulty attracting and retaining new graduate teachers, despite extensive recruitment efforts undertaken by the Division's Recruitment Officer and implementing a \$5,000 recruitment incentive for eligible teachers hired for the 2022-2023 school year;
- b) The Association recognizes the importance of maintaining a full staffing complement of qualified teachers to ensure that every student, no matter where they live, can receive a quality education, and agrees to the following terms and conditions.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained the parties hereby agree as follows:

This Memorandum of Agreement is made separate and apart from the Collective Agreement between the Association and Division and is independent of, and unrelated to, any payments under the Collective Agreement. Notwithstanding the foregoing, the Parties agree that any dispute regarding the interpretation or administration of this Memorandum of Agreement shall be addressed through the grievance and arbitration procedure, as set out in the Collective Agreement.

## 2) Recruitment Incentive

- a) The Parties agree that the Division shall offer to all new graduate applicants (the "New Graduate"), as hereinafter defined, a recruitment incentive payment (the "Recruitment Payment") equal to \$10,000.00 per school year, for up to three (3) consecutive years, commencing in the 2023-2024 school year. The Recruitment Payment is subject to all statutory deductions and remittances and is conditional upon the New Graduate entering into the New Graduate Recruitment Incentive Payment Agreement, attached hereto as Schedule "A".
- b) In the event that the New Graduate is hired after September 1, 2023, but prior to June 30, 2024, they shall be entitled to a pro-rated portion of the Recruitment Payment at a rate of \$1,000.00 per full month of employment, in their first year of employment, provided they meet the requirements set out herein.
- c) For the purposes of this Memorandum of Agreement, a New Graduate shall be any teacher who, after the date this Memorandum of Agreement is executed, has attained their Bachelor of Education degree in the 2021 calendar year or later, is

- eligible to be and becomes or has become certified as a teacher in Manitoba, and who enters into a Teacher-General or Limited Term Teacher-General contract with the Division to at least June 30, 2024.
- d) The Recruitment Payment of \$10,000.00, or a prorated portion of the Recruitment Payment in the 2023-2024 school year, shall be payable on June 15 of the applicable school year, provided the New Graduate is actively employed by the Division. For clarity, a New Graduate would be entitled to the receive Recruitment Payments as follows:
  - i) New Graduates who attained their Bachelor of Education Degree in the 2021 calendar year, \$10,000.00 payable on June 15, 2024;
  - ii) New Graduates who attained their Bachelor of Education degree in the 2022 calendar year, \$10,000.00 payable on June 15, 2024 and \$10,000.00 payable on June 15, 2025; and
  - iii) New Graduates who attained their Bachelor of Education degree in the 2023 calendar year, \$10,000.00 payable on June 15, 2024, \$10,000.00 payable on June 15, 2025 and \$10,000.00 payable on June 15, 2026.
- e) The maximum Recruitment Payments that a New Graduate may receive under this Memorandum of Agreement is \$30,000.00. No payments on account of any Recruitment Payment will be made beyond June 15, 2026.

# 3) Retention Incentive

- a) The Parties agree that effective the 2023-2024 school year, the Division shall offer to all currently employed recent graduates (the "Recent Graduate"), as hereinafter defined, a retention incentive payment (the "Retention Payment") equal to \$10,000.00 per school year, for up to two (2) consecutive years commencing in the 2023-2024 school year. The Retention Payment is subject to all statutory deductions and remittances and is conditional upon the Recent Graduate entering into the Recent Graduate Employee Retention Incentive Payment Agreement, attached hereto at Schedule "B".
- b) For the purposes of this Memorandum of Agreement, a Recent Graduate shall be any teacher who, after the date this Memorandum of Agreement is executed, had attained their Bachelor of Education degree in the 2021 or 2022 calendar year, had become certified to teach in Manitoba, and who has entered in a Teacher-General or Limited Term Teacher-General contract with the Division to June 30, 2024.
- c) The Retention Payment of \$10,000.00 shall be payable on June 15 of the applicable school year, provided the Recent Graduate is actively employed by the Division. For clarity, a Recent Graduate employed with the Division would be entitled to the receive the Retention Payment(s) as follows:
  - i) Recent Graduates who attained their Bachelor of Education Degree in the 2021 calendar year, \$10,000.00 payable on June 15, 2024; and

- ii) Recent Graduates who attained their Bachelor of Education degree in the 2022 calendar year, \$10,000.00 payable on June 15, 2024 and \$10,000.00 payable on June 15, 2025.
- d) The maximum Retention Payment that a Recent Graduate may receive under this Memorandum of Agreement is \$20,000.00 No payments on account of any Retention Payment will be made beyond June 15, 2025.
- 4) For greater certainty, in order to be eligible for the Recruitment Payment or the Retention Payment, the New Graduate or Recent Graduate (as applicable) must be employed with the Division on the date the Recruitment Payment or Retention Payment is paid.
- Under no circumstances shall any individual teacher be entitled to a Recruitment Payment and Retention Payment for the same school year and no individual teacher shall be entitled to enter into both the New Graduate Recruitment Incentive Payment Agreement and the Recent Graduate Employee Retention Incentive Payment Agreement, attached as Appendices "A" and "B" respectively.
- 6) This Memorandum of Agreement does not apply to substitute teachers and/or teachers who are recent graduates of the Division's P.E.N.T. Program.
- 7) The Parties further acknowledge and agree that the provisions contemplated hereunder, and this Memorandum of Agreement, will not expire until such time as written notification to terminate this agreement is provided by one of the parties.

Dated at Winnipeg in the Province of Manito	ba on this 24th day of May , 2023.
Signed and agreed on behalf of The Frontier School Division	Signed and agreed on behalf of the Frontier Teachers' Association of The Manitoba Teachers' Society
Linda Ballantyne Chairperson, Board of Trustees	Aaron Cable President
Marion Pearson Chairperson, Negotiating Committee Vice-Chairperson, Board of Trustees	Laurie Fourré Secretary

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Interim Secretary-Treasurer

Paul Critchlev

## Schedule "A"

# **New Graduate Recruitment Incentive Payment Agreement**

#### Between

Frontier School Division (the "Division")

-and-

Frontier Teachers' Association of The Manitoba Teachers' Society (the "Association")

-and-

(the "New Graduate")

## WHEREAS:

- a) The Division seeks to incentivize New Graduate teachers to enter into Teacher-General or Limited Term teaching contracts with the Division, for a period of up to at least three (3) entire school years; and
- b) The New Graduate acknowledges that they must enter into this Agreement as a precondition to receiving any incentive payment from the Division.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

- 1) In order to be eligible to receive the New Graduate Recruitment Incentive Payment (the "Recruitment Payment"), as hereinafter defined, the New Graduate has attained their Bachelor of Education degree in the 2021 calendar year or later, shall execute a Teacher-General or Limited Term teaching contract with the Division and shall become certified to teach in Manitoba within one (1) year following attainment of their Bachelor of Education degree.
- 2) Conditional upon the New Graduate meeting the requirements as set out in paragraph 1 hereof, the New Graduate shall become eligible to receive Recruitment Payment(s) of up to \$10,000 per school year, for up to three (3) consecutive school years provided they are employed by the Division under a Teacher-General contract or Limited Term Teacher-General contract.

- 3) In the event that the New Graduate is hired after September 1, 2023 but prior to June 30, 2024, they shall be entitled to a pro-rated portion of the Recruitment Payment at a rate of \$1,000.00 per full month of employment, in their first year of employment, provided they meet the requirements set out herein.
- 4) The Recruitment Payment, or a prorated portion of the Recruitment Payment in the 2023-2024 school year, shall be payable on June 15 of the applicable school year (the "Recruitment Payment Date"), provided the New Graduate is actively employed by the Division on the Recruitment Payment Date. For clarity, the New Graduate would be entitled to the receive Recruitment Payments as follows:
  - i) New Graduates who attained their Bachelor of Education Degree in the 2021 calendar year, up to \$10,000.00 payable on June 15, 2024;
  - ii) New Graduates who attained their Bachelor of Education degree in the 2022 calendar year, \$10,000.00 payable on June 15, 2024 and \$10,000.00 payable on June 15, 2025; and
  - iii) New Graduates who attained their Bachelor of Education degree in the 2023 calendar year, \$10,000.00 payable on June 15, 2024, \$10,000.00 payable on June 15, 2025 and \$10,000.00 payable on June 15, 2026.
- 5) The New Graduate shall not be entitled to any payments pursuant to this Agreement after June 15, 2026 and any other payments shall be as set out in the Collective Agreement.
- 6) In the event that the New Graduate's employment is terminated, for any reason whatsoever, prior to the Recruitment Payment Date in any applicable year, the New Graduate shall not be entitled to the Recruitment Payment, on a pro rata basis or otherwise. For greater certainty, the New Graduate must be employed on the Recruitment Payment Date in each school year, in order to be eligible to receive the Recruitment Payment for that school year.
- 7) The New Graduate hereby authorizes the Division to deduct / offset any required repayment of the Recruitment Payment from any payment due and owing to the New Graduate, including but not limited to, salary, vacation, and/or statutory holiday pay.
- 8) The New Graduate Recruitment Incentive Payment Agreement and the corresponding Memorandum of Agreement constitute the entire agreement with respect to the subject matter and may be enforced through the grievance and arbitration procedure in the Collective Agreement.
- 9) This New Graduate Recruitment Incentive Payment Agreement may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same document.

New Graduate:							
Signed at,	this	day of	, 2023.				
	Witness						
Frontier Teachers' Association of the Manitoba Teachers' Society:							
Signed at,	this	day of	, 2023.				
Per:							
Frontier School Division:							
Signed at,	this	day of	, 2023.				
Per:							

## Schedule "B"

# Recent Graduate Retention Incentive Payment Agreement

### **Between**

Frontier School Division (the "Division")

-and-

Frontier Teachers' Association of The Manitoba Teachers' Society (the "Association")

-and-

(the "Recent Graduate")

## WHEREAS:

- a) The Division seeks to incentivize Recent Graduate teachers to remain in the employ of the Division under a Teacher-General or Limited Term teaching contracts with the Division; and
- b) The Recent Graduate acknowledges that they must enter into this Agreement as a pre-condition to receiving any incentive payment from the Division.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

- 1) In order to be eligible to receive the Recent Graduate Retention Incentive Payment (the "Retention Payment"), as hereinafter defined, the Recent Graduate shall have entered into a Teacher-General or Limited Term teaching contract with the Division for a period of at least one-full school year, continuing to June 30, 2024 and shall be certified to teach in Manitoba.
- 2) Conditional upon the Recent Graduate meeting the requirements as set out in paragraph 1 hereof, the Recent Graduate shall become eligible to receive Retention Payment(s) of \$10,000 per school year, for up to two (2) consecutive school years, provided they are employed by the Division under a Teacher-General contract or Limited Term Teacher-General contract.
- 3) The Retention Payment(s) shall be payable on June 15 of the applicable school year (the "Retention Payment Date"), provided the Recent Graduate is actively employed by the Division on the Retention Payment Date. For clarity, a Recent Graduate

employed with the Division would be entitled to one of following Retention Payment: (strike out inapplicable)

- i) Recent Graduates who attained their Bachelor of Education Degree in the 2021 calendar year, \$10,000.00 payable on June 15, 2024; and
- ii) Recent Graduates who attained their Bachelor of Education degree in the 2022 calendar year, \$10,000.00 payable on June 15, 2024 and \$10,000.00 payable on June 15, 2025.
- 4) The Recent Graduate shall not be entitled to any payments pursuant to this Recent Graduate Retention Incentive Payment Agreement beyond those payment(s) set out above and any other payments shall be as set out in the Collective Agreement.
- 5) In the event that the Recent Graduate's employment is terminated, for any reason whatsoever, prior to the Retention Payment Date, the Recent Graduate shall not be entitled to the Retention Payment, on a pro rata basis or otherwise. For greater certainty, the Recent Graduate must be employed on the Retention Payment Date in each school year, in order to be eligible to receive the Retention Payment for that school year.
- 6) The Recent Graduate hereby authorizes the Division to deduct / offset any required repayment of the Retention Payment from any payment due and owing to the Recent Graduate, including but not limited to, salary, vacation, and/or statutory holiday pay.
- 7) The Recent Graduate Retention Incentive Payment Agreement and the corresponding Memorandum of Agreement constitute the entire agreement with respect to the subject matter and may be enforced through the grievance and arbitration procedure in the Collective Agreement.
- 8) This Recent Graduate Retention Incentive Payment Agreement may be executed by the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, when taken together, shall constitute one and the same document.

Recent Graduate:			
Signed at	, this	day of	, 2023.
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Frontier Teachers' Association of the Manitoba Teachers' Society:				
Signed at	, this	day of	, 2023.	
Per:				
Frontier School Division:				
Signed at	, this	day of	, 2023.	
Per:				