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**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**FRONTIER SCHOOL DIVISION**

**AND**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS**

**INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

**ON BEHALF OF  
USW LOCAL 7106  
(HEREINAFTER "THE UNION")**

**EFFECTIVE**

**July 1, 2014 to June 30, 2017**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
1 – PREAMBLE .....	4
2 – MANAGEMENT RIGHTS .....	4
3 – UNION RECOGNITION .....	4
4 – DISCRIMINATION AND HARASSMENT .....	4
5 – DEFINITIONS .....	4
6 – HOURS OF WORK .....	5
7 – OVERTIME .....	6
8 – DISCHARGE AND SUSPENSION .....	7
9 – LEAVE .....	8
10 – UNION DUES .....	13
11 – GRIEVANCE PROCEDURE .....	14
12 – ARBITRATION .....	15
13 – STATUTORY HOLIDAYS .....	15
14 – VACATIONS .....	17
15 – BENEFITS .....	18
16 – WORKING CONDITIONS .....	19
17 – BULLETIN BOARDS .....	19
18 – SENIORITY .....	19
19 – STRIKES AND LOCKOUTS .....	23
20 – MERIT INCREASE .....	24
21 – WAGES .....	25
22 – COPIES OF AGREEMENT .....	25
23 – DURATION OF AGREEMENT .....	25
SCHEDULE A RE: ARTICLE 21 – WAGES 2014 .....	27
SCHEDULE A RE: ARTICLE 21 – WAGES 2015 .....	30
SCHEDULE A RE: ARTICLE 21 – WAGES 2016 .....	33
SIGNATURE PAGE .....	36
LETTER OF UNDERSTANDING RE: FRONTIER & SNOW LAKE SCHOOL DIVISION WAGES & BENEFITS ...	37

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
LETTER OF UNDERSTANDING #1 RE: ARTICLE 7.01 – BANKED TIME - RESIDENCE COUNSELLORS, CAFETERIA WORKERS AND LAUNDRY WORKERS .....	38
LETTER OF UNDERSTANDING RE: SCHOOL COUNSELLORS & LIBRARY SPECIALISTS ON STAFF AS OF JUNE 7, 2011 .....	39
LETTER OF UNDERSTANDING RE: LONG TERM DISABILITY .....	40
LETTER OF UNDERSTANDING RE: EDUCATIONAL ASSISTANT 5 RATE OF PAY .....	41
LETTER OF UNDERSTANDING RE: RESIDENCE COUNSELLOR SHIFT SCHEDULES .....	42

## **ARTICLE 1 - PREAMBLE**

- 1.01 In becoming parties to this agreement, the signatories recognize that it shall be the duties of the School Division and the employees alike to co-operate fully, individually and collectively for the advancement of conditions for mutual benefit and in the interest of public service.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes the right of the Division to determine matters in respect to employment, subject to the provisions of this agreement, the operating of the schools and direction of the workforce; including the right to hire, suspend or discharge for cause; to assign to jobs; to classify; to promote; to transfer employees among the schools; to increase; decrease or re-organize the workforce; to determine the services necessary for the most effective operation of the schools; is clearly a function of management and is vested exclusively in the Division or its agent. The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.
- 2.02 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 3 - UNION RECOGNITION**

- 3.01 This agreement covers all employees as outlined by the Manitoba Labour Board Certificate No. MLB-6087, as issued by the Manitoba Labour Board on June 25, 2003, and those employees who occupy any new classifications that the parties may mutually agree to be covered by the collective agreement, and as may be specifically identified in Schedule "A" and "B".
- 3.02 The Board recognizes the United Steelworkers (hereinafter "The Union") as the sole and exclusive bargaining agent for all the employees identified in 3.01 above.

## **ARTICLE 4 - DISCRIMINATION & HARASSMENT**

- 4.01 The Division and the Union jointly agree that there shall be no discrimination or harassment against any employee as defined in the Manitoba Human Rights Code, nor because of Union membership or Union activity.

## **ARTICLE 5 - DEFINITIONS**

- 5.01 The term "employee" shall, for the purpose of this agreement, include all employees as outlined in MLB Certificate No. 6087 and further;
- 5.02 "Full-time employee" and "part-time employee" means an employee who regularly works on a regular and recurring basis.
- 5.03 "Term employee" means an employee hired for a specific period of time or for the completion of a specific job or until the occurrence of a specified event.

## **ARTICLE 5 - DEFINITIONS (cont'd)**

- 5.04 "Casual employee" means an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this agreement. However, a casual employee will be covered by the wage scale only. A casual employee will not be employed on a continuing regular basis to fill term or permanent positions.
- 5.05 Students will not be covered by this agreement.

## **ARTICLE 6 - HOURS OF WORK**

- 6.01 The normal hours of work for full time employees are as follows:
- a) For Custodial, Maintenance, Trades, Cafeteria, Laundry, Mechanics Staff – 8 hours per day, 40 hours per week, exclusive of meal periods.
  - b) For Secretarial/Clerical, Library, School Counsellor, Student Support Specialist, Behavior Specialist – 7.25 hours per day, 36.25 hours per week exclusive of meal periods.
  - c) For Educational Assistants, Peerworkers, - up to 6 hours per day, 30 hours per week exclusive of meal periods.
  - d) Residence Counsellor – 12 hours per day, 240 hours per 6 week cycle, exclusive of meal periods.
  - e) All other classifications not listed – 8 hours per day, 40 hours per week.
- 6.02 1. The normal work year for full time employees is as follows:
- a) For Administration Office Secretarial/Clerical, Custodial, Maintenance, Trades, Mechanics - 12 months.
  - b) For School Secretaries/Clerical, Residence Counsellors, Student Support Specialist, Behavior Specialist, Laundry, Cafeteria, Bus Drivers - School Year.
  - c) For Education Assistant, Peerworkers – School Year minus 10 days.
  - d) For Library – School Year plus 9 days.
  - e) For School Counsellors – School Year plus 5 days.
2. The Division will designate the start and finish times for each position as determined by organizational needs.

## **ARTICLE 6 - HOURS OF WORK (cont'd)**

- 6.03 A rest period of fifteen (15) minutes will be provided during each four (4) hour work period.

Unless otherwise mutually agreed, such period shall not be accumulative and shall be taken at a time determined by the employee's supervisor. If due to operating requirements the employee is unable to take the coffee break as scheduled, such break shall be rescheduled within the applicable four (4) hour work period.

- 6.04 A meal period will be scheduled by the employer for all full time employees. Such meal period will be scheduled within each five consecutive hours of work and will not be less than one (1) hour in duration, unless otherwise mutually agreed to between a majority of employees within a particular unit and the employer. Any employee required by the employer to work during this meal period shall be paid one-half (1/2) hour overtime in lieu of his/her meal period.
- 6.05 Employees reporting to work and finding no work 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 overtime.
- 6.06 Employees required to work outside of their normal community, and where such work occurs over the normal meal periods, employees shall be paid for their meals in accordance with Division policy.
- 6.07 Employees required by the employer to attend meetings outside of their regularly scheduled working hours, shall be paid for the time attending the meeting at their regular rate of pay or overtime in accordance with Article 6.01, as may be applicable.
- 6.08 Employees shall take shifts according to the schedule established by the Division, such shifts to be scheduled in accordance with the collective agreement.
- Employees shall be notified of any change in shift, at least seven (7) working days prior to the actual date of the change taking effect.
- 6.09 When employees are required to work beyond their normal designated hours, they may, with the approval of their supervisor flex their start and finish times.

## **ARTICLE 7 - OVERTIME**

- 7.01 When an employee, other than a Residence Counsellor, is requested by their Supervisor to work beyond 8 hours per day or 40 hours per week, such work shall be considered as overtime. When a Residence Counsellor is requested by their Supervisor to work beyond 12 hours per day or 40 hours per week, such work shall be considered as overtime and be received as time off during school breaks. (See Letter of Understanding, re: Banked Time, Residence Counsellors).

## **ARTICLE 7 - OVERTIME (cont'd)**

7.02 All overtime shall be paid at one and one half (1 ½) times the employee's hourly rate of pay. An employee may elect to receive compensatory time off at one and one half (1 ½) times the time worked, such time to be taken at a time mutually agreed to between the employee and employer.

7.03 Every employee who is called out and required to work in an emergency situation shall be compensated at a minimum of two (2) hours overtime.

Division agreed to a Letter of Understanding, grandfathering current employees of Snow Lake, at a minimum of four (4) hours at time and one-half (1 ½), until such time as they are no longer employed at Snow Lake. All new employees in Snow Lake to be covered by 7.03.

7.04 An employee's hourly rate is as per the salary schedule in Schedule A.

7.05 Except in the case of an emergency, all overtime shall be on a voluntary basis.

7.06 All banked time shall be recorded in a manner as determined by the employer. The employees shall be required to verify the hours by his/her signature and shall receive a copy.

## **ARTICLE 8 - DISCHARGE AND SUSPENSION**

8.01 The Division shall not take disciplinary action without first warning the employee, unless the circumstances justify immediate discharge or suspension.

8.02 In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, he/she shall have the right to appeal through the grievance procedure commencing at Step 3, in accordance with Article 11.02.

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

8.04 All employees will have an opportunity to review his/her personnel file at a mutually agreed to time in any event not later than five (5) working days after submitting a written request to the Division.

The Division will have a representative present when the employee is reviewing his/her personnel file and the employee, if he/she so elects, may also have a representative present.

After reviewing his/her file, the employee may respond, in writing, regarding the content of his/her file. The Division shall place such response in the employee's file.

8.05 All copies of discipline will be sent to the Unit Chair and the recording secretary of the local union within seven (7) working days.

**ARTICLE 8 - DISCHARGE AND SUSPENSION (cont'd)**

- 8.06 Except in extenuating circumstances, when conducting a disciplinary meeting with the employee, the employee shall be represented by a shop steward.
- 8.07 All suspensions will be served immediately following the imposition of discipline.

**ARTICLE 9 - LEAVE**

9.01 **LEAVE OF ABSENCE**

An employee may request a leave of absence without pay and the Division may grant such requests, subject to Division policies. Such request for leave will not be unreasonably denied.

9.02 **SHORT TERM LEAVE TO ATTEND TO UNION BUSINESS**

Subject to operational requirements an employee who has been elected or 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) employees per school will be granted this leave at any one time.

Such requests shall be submitted to the Area Superintendent at least one (1) week in advance and such requests will not unreasonably be denied.

Such leave shall be limited to a maximum of fifty (50) days per year.

9.03 **LONG TERM LEAVE FOR UNION STAFF**

The Board shall grant an employee a leave of absence for no more than two (2) years to work in an official capacity for the local or International Union. The employee must request leave in writing at least one month prior to such leave. This leave may be extended for an additional one year period. A maximum of one individual at any one time will be granted this leave.

- 9.04 For the Union Leave identified in 9.02 and 9.03 the Division shall continue to pay the employee regular wages and benefits and the Union shall fully reimburse the Division for the cost of such wages and benefits.

9.05 **COMPASSIONATE LEAVE**

1. An employee shall be entitled to compassionate leave without loss of salary for a period of up to five (5) working days off in the event of serious illness of a member of an employee's immediate family.

For purposes of granting compassionate leave, immediate family shall be defined as spouse, child, mother, father, legal guardian, brother, sister, grandparents, grandparents-in-law, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law, son-in-law and daughter-in-law.



## **ARTICLE 9 - LEAVE (cont'd)**

### **9.06 BEREAVEMENT LEAVE**

1. An employee shall be entitled to bereavement leave without loss of salary for a period of up to five (5) working days off in the event of the death of a member of an employee's immediate family.

For purposes of granting bereavement leave, immediate family shall be defined as a spouse, child, mother, father, legal guardian, brother, sister, grandparents, grandparents-in-law, grandchild, mother-in-law, father-in-law, brother-in-law and sister-in-law.

Effective date of signing, also includes son-in-law and daughter-in-law.

2. An employee shall be entitled to bereavement leave without loss of salary of up to one (1) day in the event of a death of an aunt or uncle.
3. An employee shall be entitled to bereavement leave without pay for one half (1/2) day in the event of a death of niece or nephew.

### **9.07 LEAVE OF ABSENCE FOR POLITICAL REASONS**

1. Subject to approval by the Division, time off with pay shall be granted to an employee acting in her/his capacity as a publicly elected official of a local council or board. Requests for time off must be submitted at least one (1) week prior to leave being taken.

The maximum number of days that may be used between July 1 of one year and the following June 30 is two days for a member of a local council or board and five days for a mayor. Days used beyond that number will be taken without pay or taken as vacation.

2. An employee who intends to run for an elected federal or provincial public office shall notify the Employer as soon as possible of the office which he/she intends to seek and her/his intention or not to continue employment.

Subject to section .03, the employer shall decide on the terms and conditions under which the employee will continue employment while seeking or holding office.

3. A request for a leave of absence which is supported by the Area Superintendent, will be granted without pay to any employee who is elected to a federal or provincial office or to any employee who is elected as chief of a band council, a band councillor, or mayor or a councillor.

Leave will be granted for the first term only. If an employee is elected for a subsequent term, the Board will decide on any extension of leave at that time.

**ARTICLE 9 - LEAVE (cont'd)****9.08 MATERNITY LEAVE**

Maternity/Parental leave shall be granted in accordance with the Employment Standards Code Division 9. The leave may be extended by mutual agreements up to a maximum of six months. The employee's seniority and benefits will be retained upon return.

**9.09 COURSE ALLOWANCES**

- (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.
- (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.

**ARTICLE 9 - LEAVE (cont'd)****9.10 JURY DUTY**

An employee who is summoned for jury duty or receives a summons or subpoena to appear as a witness in any court or other legal proceeding other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees excluding expenses, received by the employee, shall be remitted to the Division.

**9.11 SICK LEAVE**

1. Sick leave means the period of time an employee is absent from work with full pay, by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. Sick leave is provided for the sole purpose of providing a salary to an employee during periods of illness or injury.
2. Employees shall accumulate entitlement to sick leave as follows:
  - a) at the rate of one-half (1/2) working days per bi-weekly pay period during the first four years of service, and;
  - b) at the rate of one (1) working day per bi-weekly pay period after the first four years of service,
  - c) part-time employees will accrue sick leave pro-rated on the basis of equivalent full-time hours worked,
  - d) sick leave shall not accumulate beyond two hundred and eight (208) working days (note: see also LTD),
  - e) an employee in the probation period may be granted sick leave in advance if it is being earned, provided the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. Any sick leave overpayment will be recovered upon termination.
3. Sick leave shall not accrue during periods where an employee is:
  - absent on sick leave for more than ten (10) consecutive days,
  - absent and receiving Workers' Compensation for more than ten (10) consecutive days,
  - absent on leave without pay,
  - absent without leave.
4. Except under extenuating circumstances, where an employee is to be absent because of illness, he/she shall notify her/his supervisor at least one hour prior to the normal hour of beginning work.
5. Employees shall complete a request for leave form for each absence.

## **ARTICLE 9 - LEAVE (cont'd)**

### **9.11 SICK LEAVE (cont'd)**

6. An employee who has been absent because of sickness shall furnish, when requested by the Division, a medical certificate certifying that the employee is or was unable to carry out his/her duties due to sickness and indicating the expected return to work date.

Where the employee fails to produce a medical certificate or statutory declaration acceptable to the Division, the employee shall not be paid for the period of absence and corrective action may be taken.

The Board shall be responsible for the cost of such certificate only or where the Division requires the medical examination as a condition of employment.

7. Prior to returning to work from medical leave, an employee shall be required to provide medical proof of ability to return to work.
8. An employee may use up to four (4) days per year from accumulated sick leave to provide care during the illness of a child, partner, or parent. Proof of illness for the child, partner or parent may be requested.
9. Where an employee is required to be hospitalized for three (3) days or more during his/her scheduled vacation, the Division will approve the use of sick leave for the hospitalized days when medical certification of hospitalization is provided. The vacation days may be rescheduled at the supervisor's discretion, based on operational requirements.

### **9.12 MEDICAL AND DENTAL APPOINTMENTS**

Wherever possible, employees shall make personal medical and dental appointments outside of working hours.

1. In situations where medical and dental appointments during working hours cannot be avoided, employees shall be expected to arrange appointments to minimize the time away from work. Where time away from work cannot be avoided, employees will be granted time off with pay to attend appointments as outlined below.
2. Time off to attend appointments may be charged against the employee's sick leave credits. In cases where the time from work is greater than that provided for in the guidelines in 3, the employee may request that vacation credits, overtime credits, or personal leave be used.
3. The distance to medical and dental services and modes of transportation shall be taken into account when determining the amount of paid time away from school/work as follows:

## **ARTICLE 9 - LEAVE (cont'd)**

### **9.12 MEDICAL AND DENTAL APPOINTMENTS (cont'd)**

<u>Method of Transportation</u>	<u>Paid Sick Time</u>
Train and airplane	Minimum time required according to the train and airplane schedules.
Motor Vehicle	Maximum time required, a maximum Of a half day
4. In extenuating circumstances, additional time may be granted at the discretion of the Area Superintendent.	
5. Travel time associated with specialist appointments may be adjusted depending on the time and location of the appointment.	
6. This policy does not apply to medical and dental emergencies.	

### **9.13 SABBATICAL LEAVE**

Employees may apply for Sabbatical Leave in accordance with Division policy.

### **9.14 PERSONAL LEAVE**

An employee shall be entitled to one (1) personal leave per school year, at no loss of salary, such day to be taken in accordance with Board policy.

## **ARTICLE 10 - UNION DUES**

- 10.01 During the lifetime of this Agreement, the employer shall deduct from the wages of each bargaining unit employees, 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 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 Steelworkers, Unit D, Box 9083, Commerce Court Postal Station, Toronto, Ontario M5L 1K1.
- 10.02 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; ie., W.C.B., Weekly Indemnity, etc.
- 10.03 A duplicate R115 Form and employee deduction statement shall be forwarded to:  
 United Steelworkers, 86 Main Street, Flin Flon, Manitoba, R8A 1J8  
 By facsimile to: (204) 687-8176

## ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Should a dispute arise between the Division and any employee(s) regarding the interpretation, meaning, operation or application of this agreement, an earnest effort will be made to settle such grievance without delay.

11.02 If an employee feels that he/she has been unjustly or unreasonably suspended or discharged, he/she shall have the right to appeal through the grievance procedure commencing at STEP 3. Such appeal must be filed in writing by regular mail and fax by the Union with the Chief Superintendent within six (6) working days after the date of the notification of discharge or suspension, and unless so fixed, the right of appeal shall be lost unless time limits are extended by mutual agreement in writing.

11.03 The agreed procedure for the settlement of all grievances shall be as follows:

STEP 1 – Any employee with a personal grievance may take the matter up with the employee's supervisor within ten (10) working days from the date of the occurrence of the incident, which gave rise to the grievance. The employee will be accompanied by a shop steward. The Supervisor shall reply within five (5) working days in writing.

STEP 2 – Failing a satisfactory settlement in STEP 1, the grievance will be presented in writing (fax and regular mail) with a statement of the particulars of the grievance and the redress sought, to the Area Superintendent within a further ten (10) working days. The Area Superintendent shall either convene a meeting with the grievance committee or at the discretion of the Area Superintendent, a conference call with the grievance committee within ten (10) working days of receipt of the grievance from the Union or at a time as may be mutually agreed. The Area Superintendent shall reply within a further five (5) working days.

STEP 3 – Failing a satisfactory settlement in STEP 2, the Grievance will be presented in writing (by fax and regular mail) to the Chief Superintendent within a further ten (10) working days. The Chief Superintendent shall either convene a meeting with the grievance committee or at the discretion of the Chief Superintendent, a conference call with the grievance committee within ten (10) working days of receipt of the grievance from the Union or at a time as may be mutually agreed. The Chief Superintendent shall reply within a further ten (10) working days.

STEP 4 – Failing a satisfactory settlement in STEP 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 Chairperson and an International Representative of the Union, if available. Costs of the conference call shall be the responsibility of the employer.

11.04 The time limits in this Article may be extended by mutual agreement.

11.05 It is agreed that if either party fails to comply with the time limits as set forth in the grievance procedure, the grievance shall advance automatically to the next step of the grievance procedure.

## **ARTICLE 11 - GRIEVANCE PROCEDURE (cont'd)**

11.06 The employer shall continue to pay regular wages for the grievor and one Union Steward, for attending grievance meetings held during normal working hours.

## **ARTICLE 12 - ARBITRATION**

12.01 Where the grievance procedure has been exhausted and no settlement has been reached, the aggrieved party shall, within thirty (30) working days after the grievance procedure has been exhausted, submit the matter to arbitration.

12.02 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two nominees shall then meet to select a chairperson.

12.03 If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

12.04 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

12.05 The decision of the majority shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

12.06 Each party shall pay:

- 1) the fees and expenses of the nominee it appoints.
- 2) one half (1/2) of the fees and expenses of the chairperson.

12.07 The time limits fixed in the Arbitration Procedure may be extended by mutual agreement.

12.08 Either party to this agreement may file a policy grievance directly with the other party and the grievance will be considered to be at STEP 3 of the grievance procedure. Should no settlement be reached, the grievance may be referred to Arbitration as set forth above.

12.09 Nothing shall prohibit the parties from agreeing to a single Arbitrator. If the parties so agree, the provisions relating to an Arbitration Board shall apply with necessary changes in points of detail to the single Arbitrator.

## **ARTICLE 13 - STATUTORY HOLIDAYS**

13.01 All employees may be eligible for the following holidays at their regular rates of pay:

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

**ARTICLE 13 - STATUTORY HOLIDAYS (cont'd)**

## 13.01 (cont'd)

And any other statutory holiday as proclaimed by the Province of Manitoba or the Government of Canada.

13.02 Remembrance Day is subject to the provisions of the Remembrance Day Act.

13.03 i) When Remembrance Day falls on a weekday, schools and offices will be closed and non teaching employees will be granted the day off with pay.

ii) When Remembrance Day falls on a weekend, employees will be granted a day off with pay in lieu of Remembrance Day, as outlined in i) above.

iii) Employees who are required to work on Remembrance Day shall be paid the same as for a general holiday under the Employment Standards Code, ie., regular wages plus time and one-half (1 ½).

13.04 Easter Monday is not designated as a general holiday, however employees will be granted a day off with pay. As schools are required to be in full operation on Easter Monday, some employees will be required to work. A day other than Easter Monday may be taken in lieu of Easter Monday, such day to be mutually determined by the Division and employee.

13.05 When a paid holiday occurs on Saturday or Sunday, the holiday shall be observed on a working day or working days continuous with the weekend. Such days shall be determined by the Board.

13.06 When a statutory holiday occurs during an employee's annual vacation he/she shall be allowed an additional day off at a time mutually agreed to between the employee and the Division.

13.07 In order to qualify for payment for the above statutory holidays, the employee must have met the attendance requirements of The Employment Standards Code. Notwithstanding, employees shall remain eligible for pay, despite absence from work on the day before or the day after the paid holiday, if such absence was due to any of the following reasons:

- 1) Death in the immediate family provided definite verification is submitted.
- 2) Court duties.
- 3) Sickness, certified by a doctor, except that, when an employee has been continuously absent for more than one calendar month his/her eligibility shall cease.
- 4) Specific authorized absence for one day before or after but not both.
- 5) If the absence was due to circumstances beyond the control of the employee.

13.08 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.



## ARTICLE 14 - VACATIONS

- 14.01 The vacation year shall be the period beginning on the 1<sup>st</sup> day of July and ending on the 30<sup>th</sup> of June next following.
- 14.02 Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- 14.03 Annual vacation with pay shall be granted to all employees as follows:
- i) upon completion of an employee's first full year of continuous service, fifteen (15) days of vacation.
  - ii) upon completion of an employee's second year of continuous service, twenty (20) days of vacation.
  - iii) upon completion of an employee's ninth (9<sup>th</sup>) year of continuous service, twenty-five (25) days of vacation.
  - iv) upon completion of an employee's nineteenth (19<sup>th</sup>) year of continuous service, thirty (30) days of vacation.

Vacation entitlement will be pro-rated for less than full months of full service and pro-rated for part-time employees.

- 14.04 i) Employees shall submit their preferred vacation period to the Supervisor for approval, prior to April 30<sup>th</sup> of each year. The Supervisor shall reply to the employee no later than May 30<sup>th</sup>.
- ii) Employees who are not required to work during Christmas or Spring Break period may take their vacation during these periods.
- 14.05 The Division shall prepare the vacation schedule after giving consideration to the requests of the employees and the operational needs of the Division. Where more than one employee requests the same vacation period, seniority shall prevail.

The Division will consider vacation requests made after May 30<sup>th</sup>, on a first come first served basis, taking into consideration the requests of the employees and the operational needs of the Division.

- 14.06 Vacation entitlement shall not accrue while on unpaid leave of absence of greater than one month.

Where an employee is absent due to injuries or disabilities for which compensation is paid under *The Workers' Compensation Act*, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date of the injury or disability.

- 14.07 Educational Assistants shall be paid vacation pay on each cheque equivalent to that outlined in Article 14.03.

## **ARTICLE 14 - VACATIONS (cont'd)**

- 14.08 Due to operational requirements only, the Division may authorize that some or all of the employee's vacation entitlement can be carried forward to the next vacation year. In no case will a vacation carry-over be allowed for more than one consecutive year.

Where the Division has been unable to schedule part or all of an employee's vacation within the vacation year, the Division may authorize payment of salary in lieu of vacation.

With the approval of the Division, vacation leave up to a maximum of five (5) days may be granted in advance to a new employee. The employee will repay any vacation still outstanding at termination of employment.

Due to operating requirements, the Division may require an employee to take vacation in two or more periods.

## **ARTICLE 15 - BENEFITS**

### **15.01 LANGUAGE FLUENCY**

Where an employee displays an acceptable level of fluency in a language other than English or French and where it is established by the Board that the particular language directly supports student learning or parental involvement, the employee will be paid an allowance of five hundred and sixty-three dollars (\$563.00) per annum.

Language Fluency allowance will be granted in accordance with Division policy.

### **15.02 REMOTENESS ALLOWANCE**

Employees shall be entitled to Remoteness Allowance in accordance with Division policy.

### **15.03 TRAVEL TIME**

A full time employee eligible for Remoteness Allowance as provided for in Division Policy E.2.E may receive up to a maximum of two (2) days travel time in each vacation year without loss of regular pay.

1. Travel time will be granted for travel purposes only.
2.
  - a) Eligible employees shall submit an Absence/Request for Leave form for travel time, in writing, to the Area Superintendent.
  - b) Requests must include point of departure, destination and method of travel.
  - c) Requests for travel time may be submitted at any time during the vacation year.
3. Travel time may be granted in one-half day increments dependent on travel time requirements.

**ARTICLE 15 - BENEFITS (cont'd)****15.03 TRAVEL TIME (cont'd)**

4. Travel time is not accumulative. Any unused travel time shall expire at June 30<sup>th</sup> of each year.

**15.04 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.

**ARTICLE 16 - WORKING CONDITIONS****SAFETY AND HEALTH**

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

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

16.03 The Safety Representative shall be notified of each accident or injury, in writing, within five (5) working days following the occurrence.

16.04 The Union shall appoint a minimum of two (2) representatives in each community to the Joint Workplace Health and Safety Committee and other such representative(s) in accordance with the Workplace Safety and Health Act.

**16.05 Right to Refuse**

Employees shall have the right to refuse dangerous work as per the Workplace Safety and Health Act.

**ARTICLE 17 - BULLETIN BOARDS**

17.01 The Board agrees to provide bulletin boards in mutually agreed designated areas for use by the Union. Such bulletin boards shall be placed accessible to all employees for reference purposes. All notices posted, except job postings will be posted only by officers of the Union and will be in keeping with the spirit and intent of this agreement.

**ARTICLE 18 - SENIORITY**

18.01 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 recall senior employees shall be entitled to preference if they have the qualifications, skills and ability to perform the work.

18.02 Seniority of each employee covered by this Agreement shall be established after the probationary period of three (3) months continuous services and shall count from the date of employment as a permanent employee.

**ARTICLE 18 – SENIORITY (cont'd)**

18.03 Seniority shall be maintained and accumulated during:

- a. Absence due to layoff of up to twenty four (24) consecutive months as per Article 18.04 (d).
- b. Sickness or accident.
- c. Authorized leave of absence.

18.04 An employee shall lose his seniority standing and his/her name shall be removed from all seniority lists and shall be deemed to be terminated for any of the following reasons:

- a. if the employee voluntarily quits or retires
- b. if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this agreement
- c. if an employee is recalled by the Division after a period of layoff and fails to return to work
- d. if the employee has been on layoff for lack of work for a period of more than twenty four (24) consecutive months
- e. if promoted to a position outside the scope of this agreement for a period greater than ninety (90) consecutive calendar days within a twelve (12) month period.
- f. an employee fails to return after an authorized leave of absence.

18.05 **JOB POSTINGS**

When a new position within the scope of this agreement is created or when a vacancy occurs and a replacement is required, the Division shall post such notice for a period of not less than five (5) working days. All vacancies will also be posted on the Frontier School Division website. For informational purposes only, the posting will identify current hours of work, salary and whether the position is ten (10) months or twelve (12) months duration.

An employee shall make application to the Board within the time limits as specified in the posting.

It is understood that the position filled by students or casual/substitutes will not be subject to posting.

18.06 In recognition of the responsibility of the Board for the efficiency of operation, it is understood and agreed that the Board 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 of the job.

18.07 A seniority list shall be prepared by the Division and revised annually, on January 1<sup>st</sup> of each year. A copy of the list will be posted on bulletin boards and a copy given to the Union.

## **ARTICLE 18 – SENIORITY (cont'd)**

### **18.08 HIRE DATE**

An employee's hire date with the Division is the date on which his or her employment commenced, provided employment is continuous. When an employee terminates his/her service with the Division and is subsequently rehired, the hire date will be the most recent hire date.

### **18.09 RECRUITMENT AND APPOINTMENT**

1.
  - a) All positions will be advertised locally.
  - b) Unless the position can be filled within the local community, all vacant positions will be advertised within the Division.
  - c) The school committee and the person responsible for recruitment may request that the position be advertised beyond the Division.
2. Where a position is not filled locally, it will be advertised Divisionally. If required, the position may also be advertised regionally or nationally.
3. A vacancy is defined as:
  - a) a newly created position,
  - b) a replacement for an employee away on leave of absence (eg., maternity leave, medial leave, sabbatical leave, long term disability),
  - c) a temporary or short term position (eg., grant funded or project related).
4. A position is classified, and will be staffed on the basis of the following:
  - a) permanent position,
  - b) term or temporary position (eg., to replace an employee away on leave, where a specified return to work date is known),
  - c) indefinite term position (eg., to replace an employee away on leave where a return to work date is unknown).
5. Casual employees will work irregular, unscheduled hours, on an as required basis. Casual employees will not be employed on a continuing, regular basis to fill term, or permanent positions.
6. A hiring information sheet will be completed for all appointments.
7. Unsuccessful applicants will, within thirty (30) days of a written request, be provided with the reasons for being unsuccessful.
8. An employee, who transfers from one position within a classification to another position in the same classification OR transfers to another position in a lower classification, shall remain at the same step on the salary scale.

An employee, who transfers from one position from one classification to another position in a higher classification, shall be place on the next highest step on the salary scale which is closest to their current salary, without taking a reduction in pay.

**ARTICLE 18 – SENIORITY (cont'd)****18.10 EVALUATIONS**

All employees will be evaluated in accordance with Division policy. Should an employee disagree with the comments on the evaluation, the employee may attach their own comments to the evaluation form, which shall become part of the employee file.

**18.11 PROBATION**

Every employee appointed to a position in the Division shall be on probation for a period of three (3) months. The probationary period may be extended by mutual agreement between the Division and the Union.

18.12 Upon completion of the probationary period, seniority shall be retroactive to the date of last hire.

- 18.13
1. Where an employee has been rejected during the first thirty days of employment, no notice is required. If the employee is rejected following the thirty days, he/she shall receive one full pay period's notice.
  2. Where an employee has been rejected during probation following a promotion, the Division will relocate the employee to his/her former position if it is available or to a position comparable to his/her former position provided one is available.

**18.14 LAY OFF**

1. When staff reduction is necessary, the Division will be as fair and equitable as possible in reducing its staff size.

Length of service provided to the Division will be recognized when staff reductions occur.

Subject to the employee's qualifications, skills and ability to perform the work, employees will be laid off in reverse seniority order within each classification affected.

Employees who are laid off will be given the opportunity to be recalled into positions within the school and community.

When it has been determined by the Board that lay offs must occur, the following will apply.

2. Written notice will be given to all permanent employees who are to be laid off. Such employees will receive a minimum of two (2) weeks notice.

## **ARTICLE 18 – SENIORITY (cont'd)**

### **18.14 LAY OFF (cont'd)**

3. Employees will be laid off in reverse seniority order within each classification affected subject to the employee's qualifications, skill and ability to perform the work. Reverse seniority order means that the most recently hired employee within the classification will be laid off first.
  4. No notice is required when an employee is hired for a specific term of employment, or to complete a specific task.
  5. Lay off and recall will be school/office and community specific.
  6. Employees who are laid off will be placed on a recall list for each school/office and community where the lay offs occurred.
  7. When a vacancy occurs at a work site (school, office or other location), in a community, employees will be called back in seniority order within each classification.
  8. An employee on the recall list is eligible to apply for any vacant position advertised within the Division.
  9. An employee on the recall list may turn down a recall once only.
  10. Employees who have not been recalled to a position within twenty four (24) months from the date of lay off will be deemed to be terminated and will lose all seniority.
  11. An information sheet on the benefits available to staff while on lay off will be distributed to the employee with the lay off notice.
- 18.15 An employee who is temporarily assigned, to meet the employer's convenience, to another job for which the regular rate is less than that which the employee is receiving, he/she shall retain his/her former rate and if such assignment is to a job with a higher rate, the employee shall receive the higher rate of paid for such job.
- 18.16 An employee who is the successful applicant on a posted position may within fifteen (15) working days of appointment request the Board to return him/herself to his/her previous position. The Board during the aforementioned fifteen (15) working days may also require the employee to return to his/her previous position due to unsatisfactory job performance.

## **ARTICLE 19 - STRIKES AND LOCKOUTS**

- 19.01 The Division will not institute a lockout for any cause whatsoever during the term of this Agreement, or while a New Agreement is being negotiated.

## **ARTICLE 19 - STRIKES AND LOCKOUTS (cont'd)**

19.02 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike either sit-down, stay-in or any other kind of strike or any other kind of interference, or any stoppage, total or partial, of any of the Division's operations for any cause whatsoever during the terms of this Agreement, or while a New Agreement is being negotiated.

19.03 The Union and the Division agree to co-operate fully in enforcement of this Article.

## **ARTICLE 20 - MERIT INCREASE**

20.01 A "merit increase" is an increase in the rate of pay of an employee within the pay range which will be granted in recognition of satisfactory service.

An employee is eligible for a merit increase annually on his/her anniversary date until such time as he/she reaches the top step in the pay range.

For the purpose of this clause, an employee's anniversary date shall be the date twelve months following the date on which the employee commenced employment in the position he/she was most recently appointed to.

1. The effective date for an employee's merit increase shall be the first day of that bi-weekly pay period that includes the employee's anniversary date. An employee must be in the classification on his/her anniversary date in order that the merit increase shall take effect at the beginning of that bi-weekly period that includes the said anniversary date. Should an employee not be granted a merit increase under regulatory provision, and if the increase is granted on some subsequent quarter, the effective date shall be the first day of the bi-weekly pay period that includes the applicable quarterly date.
2. Where a merit increase is not to be granted to an employee on the date he/she becomes eligible, the employee shall be notified of the merit increase denial on or before the applicable anniversary date.
3. Where a merit increase is not granted to an employee on the date he/she becomes eligible, the merit increase may be granted to the employee effective at any subsequent monthly anniversary date which is not less than three (3) months from the anniversary date following the date when the reason(s) for refusing the merit increase is remedied and ceases to exist.
4. Where a merit increase is not granted to an employee on his/her anniversary date, the employee is eligible for a merit increase at any subsequent anniversary date notwithstanding that he/she was granted a merit increase under Section 3.
5. Effective date of signing: Where an employee's anniversary date passes and no meeting for evaluating a merit increase has occurred or has been arranged within seven (7) days of the employee's anniversary date, the employee will automatically be granted the applicable merit increase. This article shall not apply when an employee is on layoff or absent because of sickness or accident or on an authorized leave of absence immediately prior to the employee's anniversary date.



**ARTICLE 21 – WAGES**

- 21.01 All employees shall be paid bi-weekly by direct deposit to the Canadian financial institute of the employee's choice. All employees shall be paid by direct deposit.
- 21.02 Employees shall be paid wages in accordance with Schedule "A" attached, which will form a part of this agreement.

**ARTICLE 22 - COPIES OF AGREEMENT**

- 22.01 The Board and the Union desire employees to be familiar with the provisions of the Agreement and employee rights and duties under it. For this reason the Board will supply each employee with a copy of this agreement.

**ARTICLE 23 - DURATION OF AGREEMENT**

- 23.01 This agreement shall be binding and in effect from July 1, 2014 and shall continue in force and effect until June 30, 2017 and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.
- 23.02 If either party desires to revise or terminate this agreement, they will give the other party not more than sixty (60) days, and not less than thirty (30) days' notice in writing, prior to the expiry date of this agreement. Within fifteen (15) working days or a date mutually agreed to by the parties, of the receipt of such notice the parties are required to enter into negotiation for a new agreement.

**SCHEDULE "A" (Attached)**

July 1, 2014, increase all Frontier salary scales by 2%.

July 1, 2015, increase all Frontier salary scales by 2%.

July 1, 2016, increase all Frontier salary scales by 2%.

**Heating Check Allowance**

Employees who are directed to return to work for boiler checks shall receive a minimum of two (2) hours pay at the applicable overtime rate. The Employer reserves the right to direct work for the full two (2) hour period if deemed necessary.

**SCHEDULE A****RE: ARTICLE 21 - WAGES****Wage scales effective July 1, 2014:**

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Secretary 1	Per Hour	\$17.36	\$17.78	\$18.26	\$18.75	\$19.26	
Administrative Secretary 2 (Student Enrollment 300+)	Per Hour	\$19.64	\$20.11	\$20.63	\$21.14	\$21.76	\$22.31
Bus Driver 1	Per Hour	\$16.79	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60
Bus Driver 2	Per Hour	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60	\$20.31
Clerk Typist 1 (<100 Student Enrollment)	Per Hour	\$16.81	\$17.27	\$17.65	\$18.16	\$18.65	
Clerk Typist 2 (Student Enrollment 100-300)	Per Hour	\$18.53	\$19.00	\$19.48	\$20.01	\$20.54	\$21.14
Baker	Per Hour	\$16.79	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60
Cook 1	Per Hour	\$19.53	\$20.04	\$20.56	\$21.14	\$21.76	\$22.42
Cook 2 (Food Services Coordinator)	Per Hour	\$23.17	\$23.74	\$24.37	\$25.00	\$25.67	\$26.37
Porter	Per Hour	\$16.79	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60
Prep Cook	Per Hour	\$15.82	\$16.69	\$17.56	\$18.44	\$19.38	\$20.34
Custodian 1	Per Hour	\$16.79	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60
Custodian 2	Per Hour	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60	\$20.31
Educational Assistant 1 (<Grade 12)	Per Hour	\$12.50	\$13.37	\$14.26			
Educational Assistant 2 (Grade 12)	Per Hour	\$15.66	\$16.70	\$17.56			
Educational Assistant 3 (Educational Assistant Diploma)	Per Hour	\$17.46	\$18.35	\$19.25			

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Music	Per Hour	\$29.44					
Laundry worker	Per Hour	\$18.11	\$18.69	\$19.30	\$19.93		
Library Specialist 1 70% rate up to 3 course 80% rate 3-6 courses 90% rate 7-9 courses	Per Hour	\$21.42	\$21.95	\$22.56	\$23.16	\$23.82	\$24.53
Library Specialist 2 Library Training Certificate	Per Hour	\$24.25	\$24.88	\$25.57	\$26.29	\$26.98	\$27.73
Maintenance Helper	Per Hour	\$17.56	\$18.11	\$18.69	\$19.30	\$19.93	\$20.58
Maintenance Person 1 (no ticket: painter)	Per Hour	\$22.64	\$23.41	\$24.24	\$25.06		
Maintenance Person 2 (no ticket: carpenter)	Per Hour	\$24.24	\$25.06	\$25.96	\$26.90		
Maintenance person 3 (no ticket: electrician / plumber)	Per Hour	\$26.90	\$27.89	\$28.94	\$30.03		
Maintenance Trades 1	Per Hour	\$23.41	\$24.24	\$25.06	\$25.96		
Journeyman Carpenter	Per Hour	\$30.00	\$30.91	\$31.84	\$32.74		
Journeyman Electrician / Plumber	Per Hour	\$29.50	\$30.55	\$31.64	\$32.74		
Journeyman Heavy Duty Mechanic	Per Hour	\$29.67	\$30.65	\$31.70	\$32.74		
Night-watch Security	Per Hour	\$16.79	\$17.32	\$17.85	\$18.41	\$19.00	\$19.60
PEER Worker 1 (Grade 12)	Per Hour	\$17.50	\$18.40	\$19.30			
PEER Worker 2 (Grade 12 & Program Certificate)	Per Hour	\$20.82	\$21.71	\$22.61			
Power Engineer 3rd Class	Per Hour	\$23.80	\$24.61	\$25.44	\$26.39		
Power Engineer 5th Class	Per Hour	\$20.18	\$20.82	\$21.48	\$22.21		
Residence Counsellor 1 and Youth Centre Coordinator	Per Hour	\$19.55	\$20.16	\$20.82	\$21.51	\$22.24	\$22.97

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Residence Counsellor 2 and Home & School Coordinator	Per Hour	\$21.85	\$22.58	\$23.39	\$24.17	\$25.03	\$25.92
Residence Counsellor 3 – Shift Head	Per Hour	\$22.97	\$23.76	\$24.59	\$25.48	\$26.38	\$27.40
School Counsellor 1 70% - 3 courses 80% - 6 courses 90% - 9 courses	Per Hour	\$21.56	\$22.24	\$22.98	\$23.73	\$24.53	\$25.33
School Counsellor 2 (Applied Counselling Certificate)	Per Hour	\$25.33	\$26.20	\$27.15	\$28.11	\$29.11	\$30.21
Student Support Specialist (36.25 hours per week)	Per Hour	\$30.67	\$31.74	\$32.84	\$34.00	\$35.19	\$36.67

**Casual Rates: 90% of position rates**

**SCHEDULE A****RE: ARTICLE 21 - WAGES****Wage scales effective July 1, 2015:**

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Secretary 1	Per Hour	\$17.71	\$18.13	\$18.63	\$19.13	\$19.65	
Administrative Secretary 2 (Student Enrollment 300+)	Per Hour	\$20.03	\$20.52	\$21.04	\$21.57	\$22.19	\$22.75
Bus Driver 1	Per Hour	\$17.13	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99
Bus Driver 2	Per Hour	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99	\$20.72
Clerk Typist 1 (<100 Student Enrollment)	Per Hour	\$17.15	\$17.61	\$18.00	\$18.52	\$19.02	
Clerk Typist 2 (Student Enrollment 100-300)	Per Hour	\$18.90	\$19.39	\$19.87	\$20.41	\$20.95	\$21.56
Baker	Per Hour	\$17.13	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99
Cook 1	Per Hour	\$19.93	\$20.44	\$20.97	\$21.57	\$22.19	\$22.87
Cook 2 (Food Services Coordinator)	Per Hour	\$23.63	\$24.21	\$24.86	\$25.50	\$26.19	\$26.89
Porter	Per Hour	\$17.13	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99
Prep Cook	Per Hour	\$16.14	\$17.02	\$17.92	\$18.82	\$19.76	\$20.75
Custodian 1	Per Hour	\$17.13	\$17.67	\$18.21	\$18.78	\$0.01	\$19.99
Custodian 2	Per Hour	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99	\$20.71
Educational Assistant 1 (<Grade 12)	Per Hour	\$12.76	\$13.64	\$14.54			
Educational Assistant 2 (Grade 12)	Per Hour	\$16.14	\$17.03	\$17.92			
Educational Assistant 3 (Educational Assistant Diploma)	Per Hour	\$17.81	\$18.72	\$19.64			
Music	Per Hour	\$30.03					

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Laundry worker	Per Hour	\$18.47	\$19.11	\$19.69	\$20.33		
Library Specialist 1 70% rate up to 3 course 80% rate 3-6 courses 90% rate 7-9 courses	Per Hour	\$21.85	\$22.39	\$23.01	\$23.63	\$24.29	\$25.02
Library Specialist 2 Library Training Certificate	Per Hour	\$24.73	\$25.37	\$26.08	\$26.81	\$27.52	\$28.29
Maintenance Helper	Per Hour	\$17.92	\$18.47	\$19.05	\$19.69	\$20.33	\$21.00
Maintenance Person 1 (no ticket: painter)	Per Hour	\$23.10	\$23.88	\$24.72	\$25.56		
Maintenance Person 2 (no ticket: carpenter)	Per Hour	\$24.72	\$25.56	\$26.48	\$27.44		
Maintenance Person 3 (no ticket: electrician / plumber)	Per Hour	\$27.44	\$28.44	\$29.52	\$30.63		
Maintenance Trades 1	Per Hour	\$23.88	\$24.72	\$25.56	\$26.48		
Journeyman Carpenter	Per Hour	\$30.60	\$31.52	\$32.48	\$33.40		
Journeyman Electrician / Plumber	Per Hour	\$30.09	\$31.16	\$32.27	\$33.40		
Journeyman Heavy Duty Mechanic	Per Hour	\$30.27	\$31.26	\$32.34	\$33.40		
Night-watch Security	Per Hour	\$17.13	\$17.67	\$18.21	\$18.78	\$19.39	\$19.99
PEER Worker 1 (Grade 12)	Per Hour	\$17.85	\$18.77	\$19.69			
PEER Worker 2 (Grade 12 & Program Certificate)	Per Hour	\$21.23	\$22.14	\$23.06			
Power Engineer 3rd Class	Per Hour	\$24.27	\$25.11	\$25.95	\$26.91		
Power Engineer 5th Class	Per Hour	\$20.58	\$21.23	\$21.90	\$22.65		
Residence Counsellor 1 and Youth Centre Coordinator	Per Hour	\$19.94	\$20.56	\$21.23	\$21.94	\$22.68	\$23.43
Residence Counsellor 2 and Home & School Coordinator	Per Hour	\$22.29	\$23.03	\$23.86	\$24.66	\$25.53	\$26.43

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Residence Counsellor 3 – Shift Head	Per Hour	\$23.43	\$24.23	\$25.08	\$25.99	\$26.90	\$27.94
School Counsellor 1	Per Hour	\$21.99	\$22.68	\$23.44	\$24.20	\$25.02	\$25.83
70% - 3 courses							
80% - 6 courses							
90% - 9 courses							
School Counsellor 2 (Applied Counselling Certificate)	Per Hour	\$25.83	\$26.73	\$27.70	\$28.67	\$29.69	\$30.82
Student Support Specialist (36.25 hours per week)	Per Hour	\$31.28	\$32.38	\$33.50	\$34.68	\$35.89	\$31.28

**Casual Rates: 90% of position rates**



**SCHEDULE A****RE: ARTICLE 21 - WAGES****Wage scales effective July 1, 2016:**

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Administrative Secretary 1	Per Hour	\$18.06	\$18.49	\$19.00	\$19.51	\$20.04	
Administrative Secretary 2 (Student Enrollment 300+)	Per Hour	\$20.43	\$20.93	\$21.46	\$22.00	\$22.63	\$23.21
Bus Driver 1	Per Hour	\$17.47	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39
Bus Driver 2	Per Hour	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39	\$21.13
Clerk Typist 1 (<100 Student Enrollment)	Per Hour	\$17.49	\$17.96	\$18.36	\$18.89	\$19.40	
Clerk Typist 2 (Student Enrollment 100-300)	Per Hour	\$19.28	\$19.78	\$20.27	\$20.82	\$21.37	\$21.99
Baker	Per Hour	\$17.47	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39
Cook 1	Per Hour	\$20.33	\$20.85	\$21.39	\$22.00	\$22.63	\$23.33
Cook 2 (Food Services Coordinator)	Per Hour	\$24.10	\$24.69	\$25.36	\$26.01	\$26.71	\$27.43
Porter	Per Hour	\$17.47	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39
Prep Cook	Per Hour	\$16.46	\$17.36	\$18.28	\$19.20	\$20.16	\$21.17
Custodian 1	Per Hour	\$17.47	\$18.02	\$18.57	\$19.16	\$0.01	\$20.39
Custodian 2	Per Hour	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39	\$21.12
Educational Assistant 1 (<Grade 12)	Per Hour	\$13.02	\$13.91	\$14.83			
Educational Assistant 2 (Grade 12)	Per Hour	\$16.46	\$17.37	\$18.28			
Educational Assistant 3 (Educational Assistant Diploma)	Per Hour	\$18.17	\$19.09	\$20.03			
Music	Per Hour	\$30.63					

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Laundry worker	Per Hour	\$18.84	\$19.49	\$20.08	\$20.74		
Library Specialist 1 70% rate up to 3 course 80% rate 3-6 courses 90% rate 7-9 courses	Per Hour	\$22.29	\$22.84	\$23.47	\$24.10	\$24.78	\$25.52
Library Specialist 2 Library Training Certificate	Per Hour	\$25.22	\$25.88	\$26.60	\$27.35	\$28.07	\$28.86
Maintenance Helper	Per Hour	\$18.28	\$18.84	\$19.43	\$20.08	\$20.74	\$21.42
Maintenance Person 1 (no ticket: painter)	Per Hour	\$23.56	\$24.36	\$25.21	\$26.07		
Maintenance Person 2 (no ticket: carpenter)	Per Hour	\$25.21	\$26.07	\$27.01	\$27.99		
Maintenance Person 3 (no ticket: electrician / plumber)	Per Hour	\$27.99	\$29.01	\$30.11	\$31.24		
Maintenance Trades 1	Per Hour	\$24.36	\$25.21	\$26.07	\$27.01		
Journeyman Carpenter	Per Hour	\$31.21	\$32.15	\$33.13	\$34.07		
Journeyman Electrician / Plumber	Per Hour	\$30.69	\$31.78	\$32.92	\$34.07		
Journeyman Heavy Duty Mechanic	Per Hour	\$30.88	\$31.89	\$32.99	\$34.07		
Night-watch Security	Per Hour	\$17.47	\$18.02	\$18.57	\$19.16	\$19.78	\$20.39
PEER Worker 1 (Grade 12)	Per Hour	\$18.21	\$19.15	\$20.08			
PEER Worker 2 (Grade 12 & Program Certificate)	Per Hour	\$21.65	\$22.58	\$23.52			
Power Engineer 3rd Class	Per Hour	\$24.76	\$25.61	\$26.47	\$27.45		
Power Engineer 5th Class	Per Hour	\$20.99	\$21.65	\$22.34	\$23.10		
Residence Counsellor 1 and Youth Centre Coordinator	Per Hour	\$20.34	\$20.97	\$21.65	\$22.38	\$23.13	\$23.90

<b>Position</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Residence Counsellor 2 and Home & School Coordinator	Per Hour	\$22.74	\$23.49	\$24.34	\$25.15	\$26.04	\$26.96
Residence Counsellor 3 – Shift Head	Per Hour	\$23.90	\$24.71	\$25.58	\$26.51	\$27.44	\$28.50
School Counsellor 1 70% - 3 courses 80% - 6 courses 90% - 9 courses	Per Hour	\$22.43	\$23.13	\$23.91	\$24.68	\$25.52	\$26.35
School Counsellor 2 (Applied Counselling Certificate)	Per Hour	\$26.35	\$27.26	\$28.25	\$29.24	\$30.28	\$31.44
Student Support Specialist (36.25 hours per week)	Per Hour	\$31.91	\$33.03	\$34.17	\$35.37	\$36.61	\$31.91


**Casual Rates: 90% of position rates**


This Collective Agreement signed this 14<sup>th</sup> day of December, 2015.

**SIGNED AND AGREED ON BEHALF OF  
FRONTIER SCHOOL DIVISION**

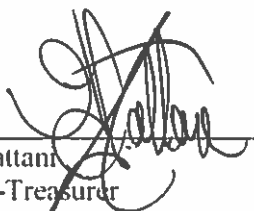
**SIGNED AND AGREED ON  
BEHALF OF UNITED  
STEELWORKERS LOCAL 7106**

  
Linda Ballantyne  
Chairperson, Board of Trustees

  
Tom Davie  
President

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

  
Phil Hayden  
Staff Representative

  
Gerald Cattani  
Secretary-Treasurer

  
Vern Cable  
Unit Chair

LETTER OF UNDERSTANDING  
 BETWEEN  
 UNITED STEELWORKERS, LOCAL 7106  
 (Hereinafter referred to as "the Union")  
 AND  
 FRONTIER SCHOOL DIVISION  
 (Hereinafter referred to as "the Employer")

RE: FRONTIER AND SNOW LAKE SCHOOL DIVISION WAGES AND BENEFITS

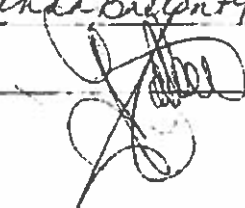
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The Employer and the Union agree that:

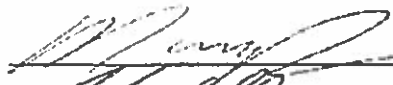


1. Where the effects of a switchover are negative for an employee, the 3% increase instituted in May of 2007 shall be based on the wage that employee earned while being paid under the Snow Lake wage scale, and shall serve as a baseline for all future wage increases as per item two (2) below.
2. The difference between wages that are lower on the Frontier side will be applied under the bonus section of the pay stub and that this will carry on as long as the person continues employment with the division; however it will be reviewed each year in relation to benefit and holiday accrual.
3. Where an employee can prove they are losing in relation to their past wage, adjustments will be made to rectify the loss.
4. Any person who has accrued special vacation days and still has these days owing to them, will be allowed to take them, however they will not be paid out in cash for them.
5. Years of service with both Frontier and Snow Lake school divisions will count towards the determination of any pension benefit or other benefit under the terms of the plan. For greater clarity, for purposes of the calculation of the pension or any other benefit under the terms of the plan, the benefit will be based on credited service as defined in the plan text. Essentially, credited service is service for which contributions have been paid to the plan.

Agreed to this 15<sup>th</sup> day of September, 2007.

FOR THE EMPLOYER

Linda Buelontyne  


FOR THE UNION

**LETTER OF UNDERSTANDING #1  
BETWEEN  
UNITED STEELWORKERS, LOCAL 7106  
(Hereinafter referred to as "the Union")  
AND  
FRONTIER SCHOOL DIVISION  
(Hereinafter referred to as "the Employer")**


**RE: BANKED TIME – RESIDENCE COUNSELLORS, CAFETERIA WORKERS AND  
LAUNDRY WORKERS**


The parties agree that Residence Counsellors, Cafeteria workers and Laundry workers may elect to be paid out their banked time during the course of the school year as it is earned or may elect to have their banked time paid out over the months of July and August.

Agreed to this 14th day of December, 2015.

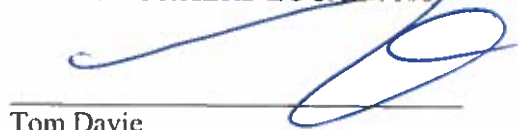
**SIGNED AND AGREED ON BEHALF OF  
FRONTIER SCHOOL DIVISION**

  
Linda Ballantyne  
Chairperson, Board of Trustees

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

  
Gerald Cattani  
Secretary-Treasurer

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STEELWORKERS LOCAL 7106**

  
Tom Davie  
President

  
Phil Hayden  
Staff Representative

  
Vern Cable  
Unit Chair

**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED STEELWORKERS, LOCAL 7106  
(Hereinafter referred to as "the Union")  
AND  
FRONTIER SCHOOL DIVISION  
(Hereinafter referred to as "the Employer")**

**RE: SCHOOL COUNSELLORS AND LIBRARY SPECIALISTS ON STAFF AS OF JUNE 7, 2011**

The current method of pay for School Counsellors and Library Specialists on staff as of June 7, 2011 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 2011-2012 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 2011-2012 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.

Agreed to this 5<sup>th</sup> day of November, 2012.

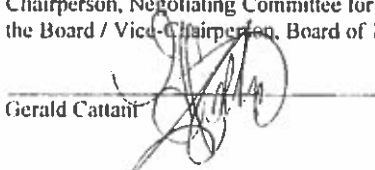
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Chairperson, Board of Trustees




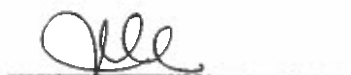
Marion Pearson  
Chairperson, Negotiating Committee for  
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Gerald Cattani

**SIGNED AND AGREED ON  
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STEELWORKERS LOCAL 7106**

  
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President

  
Roy Leslie  
Staff Representative

  
Joyce Defaronde

LETTER OF UNDERSTANDING  
BETWEEN  
UNITED STEELWORKERS, LOCAL 7106  
(Hereinafter referred to as "the Union")  
AND  
FRONTIER SCHOOL DIVISION  
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**RE: LONG TERM DISABILITY**

The Division agrees to administer payments to a long term disability (LTD) provider, subject to the following:

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.

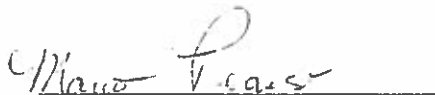
**Area 4 office staff and Snow Lake employees will remain covered under the Division Office Plan.**

Agreed to this 5th day of November, 2012.

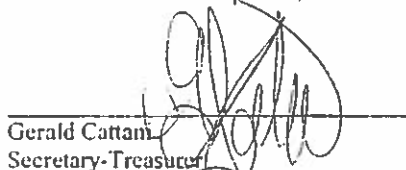
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Chairperson, Board of Trustees



Marion Pearson  
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Gerald Cattani  
Secretary-Treasurer

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President



Roy Leslie  
Staff Representative



Joyce Delaronde  
Unit Chair



**LETTER OF UNDERSTANDING  
BETWEEN  
UNITED STEELWORKERS, LOCAL 7106  
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FRONTIER SCHOOL DIVISION  
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**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.

Laurie Davies  
Maria Genaille  
Kori James  
Vivian Yuen Linfit

Joanne Roberts  
Cynthia Shapka  
Evelyn Webb

The existing Educational Assistant 5 salary scale shall be as follows:

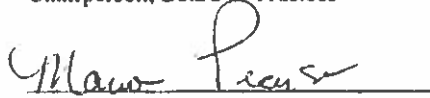
Educational Assistant 5	Step 1	Step 2	Step 3
2011-2012	\$19.56	\$20.40	\$21.25
2012-2013	\$19.95	\$20.81	\$21.68
2013-2014	\$20.35	\$21.23	\$22.11

Agreed to this 5<sup>th</sup> day of November, 2012.

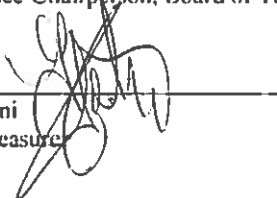
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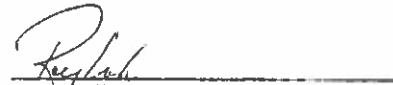


Gerald Cattani  
Secretary-Treasurer

**SIGNED AND AGREED ON  
BEHALF OF UNITED  
STEELWORKERS LOCAL 7106**



Tom Davie  
President



Roy Leslie  
Staff Representative



Joyce Delaronde  
Unit Chair



**FRONTIER SCHOOL DIVISION**  
DIVISION OFFICE  
30 SPEERS ROAD  
WINNIPEG, MB R2J 1L9  
PHONE: (204) 775-9741, FAX: (204) 775-9940  
E-mail: frontier@frontiersd.mb.ca

May 27, 2015

To: Phil Hayden, USW Representative  
Vern Cable, Unit Chair

Re: Residence Counsellor Shift Schedules

This letter shall serve as a follow up to and confirmation of our most recent discussion on Residence Counsellor shift schedules.

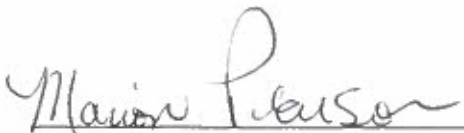
The Division does understand the Union's concerns regarding the current shift schedules including the short change over for morning wake ups.

In light of the above, the Division agrees to strike a committee to include two union members designated by the Union and two employer members to work on hours of work for counsellors within four months after the date of ratification of the revised USW collective agreement. The committee shall meet to discuss adjustments to hours of work and schedules for Residence Counsellors. Any new proposal set forth by the committee to create any alternate classifications can be discussed with the union bargaining committee. Any new schedule that may come forward must meet the student and Division needs. The schedule does have to be cost neutral.

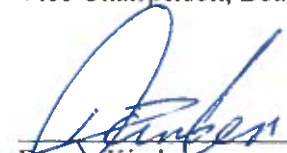
Notwithstanding the foregoing, the Division maintains the right to manage and determine shift schedules.

**SIGNED AND AGREED ON BEHALF OF  
FRONTIER SCHOOL DIVISION**

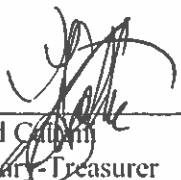
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STEELWORKERS LOCAL 7106**

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

  
\_\_\_\_\_  
Phil Hayden  
Staff Representative

  
\_\_\_\_\_  
Warren Kinden  
Area Superintendent

  
\_\_\_\_\_  
Vern Cable  
Unit Chair

  
\_\_\_\_\_  
Gerald Cullum  
Secretary-Treasurer