

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**Party of the first part;**

**-and-**

**UNITED STEELWORKERS, LOCAL 8223-16**  
(Hereinafter called the Union)

**Party of the second part;**

**Leaf Rapids Education Centre (Custodians)**

**JULY 1, 2014 – JUNE 30, 2017**

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## **ARTICLE 1 – PREAMBLE**

1.01 Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Division and the Union, to promote co-operation and understanding between the Division and its staff, to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wage scales, to encourage efficiency in operation, and to promote the morale, well-being and security of all Employees in the bargaining unit of the Union;

AND WHEREAS it is now thought desirable that the methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

## **ARTICLE 2 – DEFINITIONS**

2.01 Where the singular and masculine are used in this Agreement, the same shall be construed as meaning that the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

## **ARTICLE 3 – UNION RECOGNITION**

3.01 This Agreement covers all Employees as outlined by the Manitoba Labour Board Certificate No. MLB-3917 as issued by the Manitoba Labour Board on March 5, 1985.

3.02 The Division recognizes United Steelworkers as the sole and exclusive bargaining agent for all the Employees identified in Article 3.01 above.

3.03 Supervisory Staff not included under Article 3.01 above shall not perform any jobs included in the bargaining unit except for instruction or in cases of emergency.

3.04 No Employee shall lose his job as the result of the Division contracting out custodial services.

3.05 The Division agrees to provide one bulletin board designated for use by the Union. Such bulletin boards shall be placed accessible to all Employees for reference purposes. All notices posted, except job postings and notices of change of shift as per Article 13 will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

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

#### **ARTICLE 5 – UNION SECURITY AND CHECK OFF OF UNION DUES**

- 5.01 During the life of this Agreement, the employer shall deduct from the wages of each bargaining unit Employee's monthly union dues in the amount certified by the Union to the Employer, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from the wages earned in the first pay period of each calendar month and shall be remitted within fifteen (15) days, by cheque made payable to: International Secretary Treasurer, United Steel Workers, Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1.
- 5.02 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 statement shall also list the names of the Employees from whom no deductions have been made and the reason why, i.e., W.C.B., Weekly Indemnity, etc.
- 5.03 A duplicate R115 Form and Employee deduction statement shall be forwarded to: United Steelworkers, 19 Elizabeth Drive, Thompson, MB R8N 1S7. Attention: International Staff Representative.

## **ARTICLE 6 – UNION REPRESENTATIVES, STEWARDS AND MEMBERS OF COMMITTEES**

- 6.01 An authorized Union Representative, who is not in the Division's employment shall have the right to speak to local Union Representative during working hours while investigating grievances. Such meetings shall not disrupt the Employer's work place, and permission of the Area Superintendent or Principal must be obtained prior to the meeting taking place.
- 6.02 The above meetings should normally take place during an Employee's lunch period, however, if this is not possible the meeting will be restricted to five (5) minutes in duration.
- 6.03 The Union agrees to provide the Division with the names of all committee and executive members.
- 6.04 When the legitimate business of one (1) grievance committee member or steward requires him to leave his/her job or department, he shall first receive permission from his supervisor, which permission shall not be unreasonably withheld, and he shall not suffer loss of pay for the time spent in the performance of these duties during his regular working hours, provided the meeting is less than five (5) minutes in duration.

## **ARTICLE 7 – COPIES OF AGREEMENT**

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

## **ARTICLE 8 – NO DISCRIMINATION**

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

## **ARTICLE 9 – SENIORITY**

- 9.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, transfer, layoff, and rehiring after layoff, senior Employees shall be entitled to preference if they have the qualifications and ability required to properly perform the duties of the posted position, and such positions to have a three (3) month training period.
- 9.02 Seniority of each Employee covered by this Agreement shall be established after a probationary period of three (3) months continuous services and shall count from the date of employment as a permanent Employee as defined in Article 13.01.

## **ARTICLE 9 – SENIORITY (cont'd)**

- 9.03 Seniority shall be maintained and accumulated during:
- (a) Absence due to layoff of up to twelve (12) consecutive months as per Article 9.04 (d)
  - (b) Sickness or accident
  - (c) Authorized leave of absence
- 9.04 An Employee shall lose his seniority standing and his name shall be removed from all seniority lists for any of the following reasons:
- (a) If the Employee voluntarily quits.
  - (b) If the Employee is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement.
  - (c) If an Employee is recalled by the Division in accordance with Article 9.08 and fails to return to work.
  - (d) If the Employee has been on layoff for lack of work for a period of more than twelve (12) consecutive months.
  - (e) If promoted to a supervisory position or a position beyond the scope of this Agreement according to Article 3.01 for a period greater than ninety (90) consecutive calendar days within a twelve (12) month period.

### **9.05 JOB POSTINGS**

All positions which become vacant and replacement is required or created within the bargaining unit as described in Article 3.01 shall be posted for a period of not less than five (5) working days on the union bulletin board. An Employee desiring the position must make application to the Division within the time limits as specified in the circular. All job postings must be dated.

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

### **9.07 SENIORITY LISTS**

The Division shall maintain a seniority list for Employees. A copy of such list shall be posted for Employees' inspection annually on or before January 31 of each year. A copy shall also be provided to the Union. The seniority list will include: name, classification, and date of last hire.

## **ARTICLE 9 – SENIORITY (cont'd)**

### **9.08 LAYOFF**

In the event of a layoff, Employees shall be laid off in the reverse order of seniority, provided those Employees retained have the qualifications and abilities to properly perform the duties of the position assigned.

Laid-off Employees shall be recalled in order of seniority, provided those Employees recalled have the qualifications and the abilities to properly perform the duties of the position assigned.

Employees affected shall be given two (2) weeks' notice in advance or, in lieu of notice, two (2) weeks pay. The Union committee shall be given adequate notice of pending layoffs, unless caused by circumstances beyond the control of the Division.

Notice of recall shall be sent by registered mail to the Employee's last known address, copies to the Union. An Employee is required to reply within three (3) days and report to work within a further three (3) days or such later time as mutually agreed upon by the Employee and the Division.

### **9.09 TEMPORARY TRANSFERS**

If an Employee is required to substitute during the temporary absence of another Employee or is assigned to a job other than his regular job he shall receive the rate for the job or his regular rate whichever is the greater, provided that such Employee works in the higher paid position for more than three (3) continuous days. After the three (3) days have been worked the increased rate of pay will be paid retroactive to the first day of the appointment.

- 9.10 An Employee who is the successful applicant on a posted position may within fifteen (15) working days of appointment request the Division to return himself/herself to his/her previous position. The Division during the aforementioned fifteen (15) working days may also require the Employee to return to his/her previous position without notice.

### **9.11 CASUAL EMPLOYMENT**

Where the Division requires replacement of existing staff or to perform specific duties for an extended period of time, then the Division will utilize existing staff for the replacement or temporary position provided the existing Employee(s) have the necessary knowledge, qualifications, skills, and abilities to perform all of the duties of the job.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

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

### **10.02 STAGE 1**

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

### **10.03 STAGE 2**

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

### **10.04 STAGE 3**

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

### **10.05 STAGE 4**

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

10.06 The term “working days” as used in this article shall mean days other than Saturday, and Sunday or a General Holiday referred to Article 15 of this Agreement.



## **ARTICLE 10 – GRIEVANCE PROCEDURE (cont'd)**

- 10.07 The Division and Union shall have the right to initiate a group grievance within five (5) working days from the time of the occurrence of the alleged grievance at Stage 2 of the Grievance Procedure.
- 10.08 The time limits in both Grievance and Arbitration Procedure may be extended by mutual agreement between the Parties. Such Agreement to extend the time limits shall be acknowledged in writing by both Parties.
- 10.09 In the event a grievor or the Union or Division fail to process the grievance, within the time limits as set out above or as amended by agreement under Article 10.08 the grievance shall be deemed to be abandoned or conceded, as the case may be.

## **ARTICLE 11 – ARBITRATION**

- 11.01 In the event that the Division and the Union are unable to settle any grievance(s), said grievance(s) shall be referred to an Arbitration Board within fifteen (15) working days of the date of receipt of the decision of the Board of Trustees.
- 11.02 When either party requests that a grievance be submitted to arbitration the request shall be made in writing, addressed to the other party to the Agreement. Each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of the appointee. The two (2) so named shall within ten (10) working days, select a third person to act as Chairman of the Board of Arbitration but should they not do so within ten (10) working days, either party may apply to the Minister of Labour to appoint a person to be Chairman.
- 11.03 The decision of the Board of Arbitration shall be final and binding to both parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect.
- 11.04 Each Party shall pay:
- (a) the fees and expenses of the Arbitrator it appointed;
  - (b) one-half the fees and expenses of the Chairman;
  - (c) one-half the expenses of the Arbitration Board for clerical assistance, supplies and rent of a place to meet.

## **ARTICLE 12 – DISCHARGE AND DISCIPLINARY PROCEDURE**

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

## **ARTICLE 12 – DISCHARGE AND DISCIPLINARY PROCEDURE (cont'd)**

- 12.02 If it is determined or agreed by the Division at any step in the Grievance Procedure that any Employee has been disciplined or discharged unjustly and that a penalty was too severe, the Division will alter their decision and make other arrangements which would be just and equitable to both parties.
- 12.03 Should a suspension or discharge result in an arbitration hearing, the Arbitration Board shall have the right to alter or amend the discipline.

## **ARTICLE 13 – HOURS OF WORK**

- 13.01 (a) The normal hours of work for full-time Employees, shall be eight (8) hours per day for five (5) consecutive days.
- (b) The normal hours of work for permanent part-time Employees shall be four (4) hours per day for five (5) consecutive days.
- 13.02 A rest period of fifteen (15) minutes will be provided during each four (4) hour work period.
- 13.03 A meal period will be scheduled by the Employer for all full-time staff and will be one (1) hour in duration unless otherwise mutually agreed upon between the Employee and the Employer.
- 13.04 (a) During periods when school is not in session, with the exception of the summer break, Employees who normally work afternoons or evenings may have their normal hours of work adjusted so that they fall between 8:00 a.m. and 5:00 p.m. Employees shall be given a minimum of five (5) working days notice of this change.
- (b) During the normal summer break period (July and August) if the parties agree the Board shall implement ten (10) hour day, four (4) day work week. For Employees who normally work a four (4) hour day, the number of hours worked during July & August on the ten (10) hour shift days shall equal the normal hours worked during July & August. This Article shall be deemed, for the period of July & August to amend Article 14.01 so that overtime rates shall not be paid until after ten (10) hours on any work day. This Article shall not require any additional break periods under Article 13.02.
- 13.05 When cleaners are required to perform evening Security Checks, these shall be performed following their regular working hours and the pay and time allotted shall be one-half (1/2) hour at regular rates.

**ARTICLE 13 – HOURS OF WORK (cont'd)**

**13.06 REPORTING ALLOWANCE**

If the work for which the Employee was scheduled to report is not available or if there is no substitute work which is within his or her reasonable capacity to perform and the Employee has not been advised prior to the end of the shift preceding the work he or she shall be paid for two (2) 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 or she shall receive two (2) hours reporting pay at the applicable overtime rate.

**ARTICLE 14 – OVERTIME**

- 14.01 (a) When an Employee is required to work beyond eight (8) hours on any work day or beyond forty (40) hours in any work week, such overtime shall be paid at the rate of one and one-half (1 ½) times the Employee's hourly rate.
- (b) When additional hours are available then those Employees who would normally perform those duties shall be notified and be given first opportunity to accept the said work.
- 14.02 If an Employee is called out and requested to work he shall be paid a minimum of two (2) hours at one and one-half (1 ½) times their normal hourly rate of pay.

**ARTICLE 15 – GENERAL HOLIDAYS**

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

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

- 15.02 The observance of Remembrance Day in Manitoba is subject to provisions of the *Remembrance Day Act* and shall be observed on the day it occurs.
- 15.03 The Division agrees to pay any additional holidays which may be declared as public holidays by the Federal or Provincial Governments.
- 15.04 An Employee required to work on a general holiday or Remembrance Day shall be paid at the rate of one and one-half (1-1/2) times his regular hourly rate for all hours worked plus straight time pay for the Employee's normal hours of work for that day.

**ARTICLE 15 – GENERAL HOLIDAYS (cont’d)**

- 15.05 Pursuant to *The Employment Standards Code*, part-time and casual Employees shall receive general holiday pay of five (5) percent of an Employee’s total wages, exclusive of overtime, earned in the four (4) week period immediately before the general holiday. Permanent and probationary Employees must have received pay for their regularly scheduled working day immediately preceding and following the paid holiday, to be eligible for the paid holiday.
- 15.06 When any of the above holidays fall during an Employee's vacation with pay, such vacation with pay shall be extended one day.
- 15.07 Easter Monday shall be observed as a paid holiday, however, as the school is required to be in full operation, Employees shall work that day, and, in consultation and agreement with the Principal, substitute another day off in lieu. Such day to be taken prior to June 30<sup>th</sup> of the current school year.

**ARTICLE 16 – VACATION**

Vacation entitlement for those Employees hired after June 27, 2012 shall be as follows:

- 16.01 An Employee with less than one (1) year of service in the preceding year shall receive vacation with pay calculated on the following formula:

$$\frac{15 \text{ vacation days}}{12} \times \text{number of months service}$$

- 16.02 Effective the date of ratification by the Union - vacation entitlement shall be calculated as to the number of years of service as a full time or permanent part-time employee as at July 1st of each year as follows:

- After one (1) complete year of service, fifteen (15) working days;
- After two (2) complete years of service, twenty (20) working days;
- After nine (9) complete years of service, twenty-five (25) working days;
- After nineteen (19) complete years of service, thirty (30) working days.

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

- 16.03 The scheduling of vacation shall be by mutual agreement between the Employee and the Principal, if the Employee's request is submitted prior to May 1st of each year. Vacation requests submitted after May 1st may result in vacation for that year being assigned.
- 16.04 In addition to the actual vacation days Employees shall be entitled to two (2) paid travel days per year.

## **ARTICLE 17 – WAGES**

17.01 The Division agrees to pay the wage rates as contained in Appendix A which forms part of this Collective Agreement.

17.02 Employees shall be paid bi-weekly.

## **ARTICLE 18 – LEAVE OF ABSENCE**

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

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

### **18.02 LEAVE TO ATTEND TO UNION BUSINESS**

- (a) 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) individuals will be granted this leave at any one (1) time. The Union will consult and inform the Division in writing, the names of the delegates one (1) week in advance.
- (b) The Division shall grant a leave of absence, with pay, for one (1) Union member to attend Management Collective Bargaining meetings, held during normal work day.

### **18.03 LEAVE FOR UNION STAFF**

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

### **18.04 COMPASSIONATE LEAVE**

Each Employee shall be allowed compassionate leave without loss of salary up to five (5) working days on any one (1) occasion or absence for the following:

- (a) In case of death only of father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, or grandchild of Employee.
- (b) In case of death of any member of immediate family of the Employee: immediate family to include father, mother, son, daughter, sister, brother, wife or husband.
- (c) In the case of serious illness of any member of the immediate family of the Employee, the Employee will be entitled up to five (5) working days of paid leave.

Leave beyond this amount on compassionate grounds may be granted at the discretion of the Board.

## **ARTICLE 18 – LEAVE OF ABSENCE (cont'd)**

### **18.05 PUBLIC SERVICE LEAVE**

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

### **18.06 MATERNITY AND PARENTAL LEAVE**

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

### **18.07 EDUCATIONAL LEAVE**

The Division may grant a leave of absence up to ten (10) months without pay to Employees wishing to upgrade their education in a job-related field, provided a qualified term replacement can be found. An Employee applying for an educational leave shall request such a leave in writing three (3) months in advance.

### **18.08 JURY DUTY**

The Division shall pay an Employee, who is required to serve as a juror or subpoenaed as a witness, for each day of service, the difference between his daily rate, and the payment he received for the service, except where the Employee is a witness on his own behalf or as a result of a personal action. The Employee shall present proof of service and the amount of pay received.

### **18.09 PERSONAL LEAVE**

Leave of absence with pay of up to one (1) day per year may be granted to an Employee requesting leave for personal reasons if such request is made in writing and presented to the Supervisor and the granting of such leave is conditional upon the Board being able to employ a suitable substitute.

## **ARTICLE 19 – SICK LEAVE**

19.01 For the purposes of this article the following definitions shall apply:

- (a) Full-time Employee - an Employee whose normal hours of work as indicated in Article 13.01 are eight (8) hours a day on a year round basis.
- (b) Permanent part-time Employee - an Employee who works less than eight (8) hours per day but is employed on a year round basis.

## **ARTICLE 19 – SICK LEAVE (cont'd)**

- 19.02 Sick leave means the period of time a full-time Employee or a permanent part-time Employee is permitted to be absent from work with pay by virtue of being sick or disabled.
- 19.03 **Effective the date of ratification by the Union** - Full-time and permanent part-time Employees shall be granted sick leave at the rate of one (1) day for each pay period worked.
- 19.04 **Effective the date of ratification by the Union** - Sick leave days not taken shall be accumulated to a maximum of two hundred and eight (208) days.
- 19.05 An Employee may be required to produce a certificate from a qualified medical doctor for any sickness or disability, certifying that such Employee is unable to carry out his duties due to sickness or disability and if possible the expected date of return to work.
- 19.06 A sick or disabled Employee who provides periodic medical verification of his continuing illness or disability shall have security of employment for one (1) year after sick leave benefits are exhausted. If the illness or disability continues beyond the one (1) year period, then if and when the Employee is certified fit to return to work, he shall be given preference for the first vacancy available for which he is qualified. If the Employee returns to work within two (2) years following the date at which sick leave benefits are exhausted then seniority shall be maintained.
- 19.07 Employees will be entitled to use up to three (3) days of sick leave per year to provide care to the Employees' partner, dependant children or parents living in the same residence. If both partners are Employees of the Division, the benefit cannot be accessed concurrently.

## **ARTICLE 20 – BENEFITS**

### **20.01 LIFE INSURANCE PROGRAM**

The Division shall administer the Manitoba Public School employees Group Life Insurance in accordance with the Plan text.

- 20.02 The regulations as set out in this Plan shall constitute membership. Such regulations require that the Employee and the Division shall make equal contributions toward the basic insurance. Premiums for extended coverage shall be the responsibility of the Employee.
- 20.03 All new Employees shall be required to join the Plan as a condition of employment.

## **ARTICLE 20 – BENEFITS (cont’d)**

### **20.04 GROUP HEALTH CARE PLAN**

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

All new employees shall be required to join the Plan as a condition of employment.

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

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

### **20.05 DENTAL PLAN**

The Division will provide a Dental Plan for the Employee and his family in accordance with Blue Cross Group Plan #6356.

New Employees will receive the coverage with a \$1,500.00 per year maximum benefit.

Changes to other carriers providing equivalent plans can be made by the Board.

20.06 The Division will reimburse Employees to a maximum of \$150.00 every two (2) years provided that:

- (a) The broken eyeglasses are regular or safety glasses, not sunglasses or other eyewear.
- (b) The eyeglasses were broken during normal work hours;
- (c) The Employee submits a receipt showing the actual costs of the replacement eyeglasses which are not sunglasses or other eyewear.

### **20.07 REMOTENESS ALLOWANCE**

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

## **ARTICLE 21 – PENSION PLAN**

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

## **ARTICLE 22 – SAFETY AND HEALTH**

22.01 The Division 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.



**ARTICLE 22 – SAFETY AND HEALTH (cont'd)**

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

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

22.04 The Union shall appoint two (2) representatives to the Workplace Safety and Health committee as established.

**ARTICLE 23 – DURATION OF AGREEMENT**

23.01 This Agreement shall be in effect from July 1, 2014, and thereafter from year to year, unless terminated or renewed as hereinafter provided.

23.02 If either party to this Agreement desires to renew, revise or terminate this Agreement, then no less than thirty (30) days or more than ninety (90) days prior to June 30, 2017, such party shall give written notice to the other party of their intent.

The parties will meet within thirty (30) calendar days following receipt of the above notice or at a time mutually agreed between the parties.

**IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 2015.**

**FRONTIER SCHOOL DIVISION**

**UNITED STEELWORKERS,  
LOCAL 8223-16**



Linda Ballantyne  
Chairperson, Board of Trustees




Phil Hayden  
Staff Representative



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



Joan Snow



Gerald Cattani  
Secretary-Treasurer

## APPENDIX A

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	16.78	17.31	17.85	18.41	19.01	19.61
Maintenance Helper	17.57	18.10	18.68	19.30	19.93	20.60

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	17.12	17.66	18.20	18.78	19.39	20.00
Maintenance Helper	17.92	18.46	19.06	19.68	20.33	21.01

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

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian	17.46	18.01	18.56	19.15	19.78	20.40
Maintenance Helper	18.28	18.83	19.44	20.07	20.74	21.43

LETTER OF UNDERSTANDING

BETWEEN

FRONTIER SCHOOL DIVISION  
(Hereinafter called the Division)

AND

UNITED STEELWORKERS, LOCAL 8144  
(Hereinafter called the Union)

The Division and the Union agree that this Letter of Understanding is to be attached to and form part of the Collective Agreement herein and signed

The Division agrees that during the term of this collective agreement the Division will deduct from the pay of each Employee one cent (1%) for each hour worked and forward total deductions every three (3) months to the Steelworkers Charitable Fund - 234 Eglinton Ave. E., 21st Floor, Toronto, Ontario M4P 1K7. If an individual Employee should so request in writing no such deduction will be made for his or her pay.

DAVID MILLER, RAPIDS, MANITOBA THIS *2nd* DAY OF *April* 19*88*

SIGNED ON BEHALF OF:

FRONTIER SCHOOL DIVISION

UNITED STEELWORKERS,  
LOCAL 8144

*Linda B. Irvine*

*Leslie*

Linda B. Irvine  
Chairperson, Board of Trustees

Leslie  
Shop Representative

*Marian Pearson*

*John Shaw*

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

John Shaw

*Cerid Callaghan*  
Cerid Callaghan  
Secretary, Employer

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**-and-**

**UNITED STEELWORKERS, LOCAL 8223-16  
(Hereinafter called the Union)**

**RE: VACATION ENTITLEMENT FOR EMPLOYEES ON STAFF AS OF JUNE 27, 2012**

The following shall apply to all employees on staff as of June 27, 2012 until such time as they terminate or retire from the Division.

1. The vacation entitlement shall be calculated as to the number of years of service as a full-time or permanent part-time Employee as at April 1st of each year.
2. An Employee with less than one (1) year of service in the preceding year shall receive vacation with pay calculated on the following formula:

$$\frac{17 \text{ vacation days}}{12} \times \text{number of months service}$$

3. Employees with more than one (1) or more years of service shall be eligible for a paid vacation as follows:

<u>Years of continuous service as at April 1st</u>	<u>Paid Vacation Days Entitlement</u>
1.00 to 2.99	17 working days
3.00 to 7.99	21 working days
8.00 & subsequent	25 working days

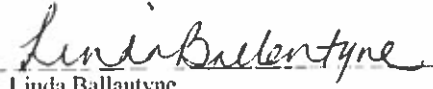
4. Immediately prior to an Employee going on vacation, the Employee shall be paid a vacation bonus of thirty dollars (\$30.00) for each day of regular vacation taken at that time. This amount shall be pro-rated for part-time Employees.
5. The scheduling of vacation shall be by mutual agreement between the Employee and the Principal, if the Employee's request is submitted prior to May 1st of each year. Vacation requests submitted after May 1st may result in vacation for that year being assigned.


**6. SPECIAL VACATION**

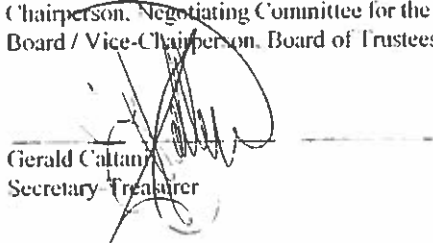
An additional fifteen (15) working days of special vacation shall be granted to each full-time or permanent part-time Employee upon the completion of the fifth (5th) year of continuous service to the Division and for each fifth (5th) year thereafter.

7. In addition to the actual vacation days Employees shall be entitled to two (2) paid travel days per year.

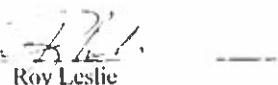
**FRONTIER SCHOOL DIVISION**

  
Linda Ballantyne  
Chairperson, Board of Trustees

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

  
Gerald Cattani  
Secretary-Treasurer

**UNITED STEELWORKERS,  
LOCAL 8223-16**

  
Roy Leslie  
Staff Representative

  
Joan Snow