

COLLECTIVE AGREEMENT

BETWEEN

FRONTIER SCHOOL DIVISION

AND

**MANITOBA GOVERNMENT AND GENERAL
EMPLOYEES' UNION, LOCAL 446**

July 1, 2020 - June 30, 2022

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – UNION RECOGNITION	1
ARTICLE 4 – DISCRIMINATION AND HARASSMENT	1
ARTICLE 5 – DEFINITIONS	2
ARTICLE 6 – HOURS OF WORK	2
ARTICLE 7 – OVERTIME	3
ARTICLE 8 – DISCHARGE AND SUSPENSION	4
ARTICLE 9 – LEAVE	4
ARTICLE 10 – UNION DUES	9
ARTICLE 11 – GRIEVANCE PROCEDURE	9
ARTICLE 12 – ARBITRATION	10
ARTICLE 13 – STATUTORY HOLIDAYS	11
ARTICLE 14 – VACATIONS	12
ARTICLE 15 – BENEFITS	13
ARTICLE 16 – SAFETY AND HEALTH	14
ARTICLE 17 – BULLETIN BOARDS	15
ARTICLE 18 – SENIORITY	15
ARTICLE 19 – STRIKES AND LOCKOUTS	19
ARTICLE 20 – MERIT INCREASE	19
ARTICLE 21 – WAGES	20
ARTICLE 22 – COPIES OF AGREEMENT	20
ARTICLE 23 – DURATION OF AGREEMENT	20
SCHEDULE A	21
SIGNATURE PAGE	21
SCHEDULE "A" – WAGES EFFECTIVE JULY 1, 2020	22
LETTER OF UNDERSTANDING RE: LONG TERM DISABILITY	23
LETTER OF UNDERSTANDING RE: SCHOOL COUNSELLORS & LIBRARY SPECIALISTS ON STAFF AS OF JUNE 7, 2011	24

ALPHABETICAL TABLE OF CONTENTS

ARTICLE 12 – ARBITRATION	10
ARTICLE 15 – BENEFITS	13
ARTICLE 17 – BULLETIN BOARDS	15
ARTICLE 22 – COPIES OF AGREEMENT	20
ARTICLE 5 – DEFINITIONS	2
ARTICLE 8 – DISCHARGE AND SUSPENSION	4
ARTICLE 4 – DISCRIMINATION AND HARASSMENT	1
ARTICLE 23 – DURATION OF AGREEMENT	20
ARTICLE 11 – GRIEVANCE PROCEDURE	9
ARTICLE 6 – HOURS OF WORK	2
ARTICLE 9 – LEAVE	4
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 20 – MERIT INCREASE	19
ARTICLE 7 – OVERTIME	3
ARTICLE 1 – PREAMBLE	1
ARTICLE 16 – SAFETY AND HEALTH	14
ARTICLE 18 – SENIORITY	15
ARTICLE 13 – STATUTORY HOLIDAYS	11
ARTICLE 19 – STRIKES AND LOCKOUTS	19
ARTICLE 10 – UNION DUES	9
ARTICLE 3 – UNION RECOGNITION	1
ARTICLE 14 – VACATIONS	12
ARTICLE 21 – WAGES	20
LETTER OF UNDERSTANDING RE: LONG TERM DISABILITY	23
LETTER OF UNDERSTANDING RE: SCHOOL COUNSELLORS & LIBRARY SPECIALISTS ON STAFF AS OF JUNE 7, 2011	24
SCHEDULE "A" – WAGES EFFECTIVE JULY 1, 2020	22

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 cooperate 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 Article in a discriminatory manner.
- 2.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 2.03 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-7287, as issued by the Manitoba Labour Board on March 19, 2018, 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".
- 3.02 The Board recognizes the Manitoba Government and General Employees Union (hereinafter "The Union") as the sole and exclusive bargaining agent for all the employees identified in Article 3.01 above.

ARTICLE 4 - DISCRIMINATION & HARASSMENT

- 4.01 The Union and the Employer agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, creed, race, color, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of their membership or activity in the Union or any other grounds defined in the Human Rights Code.

ARTICLE 5 - DEFINITIONS

- 5.01 The term "employee" shall, for the purpose of this Agreement, include all employees as outlined in MLB Certificate No. MLB-7287 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.
- 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.
- 5.06 Where the singular and feminine are used in this Agreement, the same shall be construed as meaning the plural, or the masculine or the neuter where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 6 - HOURS OF WORK

- 6.01 The normal hours of work for full time employees are as follows:
- a) For Custodian, Maintenance Person – up to eight (8) hours per day, forty (40) hours per week, exclusive of meal periods
 - b) For Library Specialist, School Counsellor, Clerk Typist – up to seven and one-quarter (7.25) hours per day, thirty-six and one-quarter (36.25) hours per week, exclusive of meal periods
 - c) For Educational Assistant, up to six (6) hours per day, thirty (30) hours per week, exclusive of meal periods.
- 6.02 1. The normal work year for full time employees is as follows:
- a) For Custodian, Maintenance Person – twelve (12) months
 - b) For Educational Assistant – School Year minus ten (10) days
 - c) For Clerk Typist – School Year plus up to ten (10) days
 - d) For Library Specialist – School Year plus up to nine (9) days
 - e) For School Counsellor – School Year plus up to seven (7) days
2. The Division will designate the start and finish times for each position as determined by organizational needs.
- 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 cumulative 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 (5) consecutive hours of work and will be up to, but not more 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 (½) 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, and where a meal has not been provided, 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 is requested by their supervisor to work beyond eight (8) hours per day or forty (40) hours per week, such work shall be considered as overtime.
- 7.02 All overtime shall be paid at one and one-half (1½) times the employee's hourly rate of pay.
- 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.
- 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.

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 employee may have a union representative present or designate, in writing, a union representative to view the file on their behalf.

The Division will have a representative present when the employee file is being reviewed.

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 President of the Local by e-mail and the Staff Representative of the local Union within seven (7) working days.

Except in extenuating circumstances, when conducting a disciplinary meeting with the employee, the employee shall be represented by a Union representative, unless they decline representation in writing.

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 LEAVE TO ATTEND TO UNION BUSINESS

Subject to operational requirements an employee who has been elected or appointed by the Union to attend approved Union business 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 be unreasonably denied.

- 9.03 For the Union Leave identified in 9.02, 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.

9.04 **COMPASSIONATE LEAVE**

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/partner, child of the employee or spouse/partner, parent of the employee or spouse/partner, legal guardian, brother, sister, grandparent of the employee or spouse/partner, grandchild of the employee or spouse/partner, son-in-law and daughter-in-law, brother-in-law, sister-in-law.

An employee shall be entitled to apply for Compassionate Care Leave in accordance with the Employment Standards Code.

9.05 **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, sister-in-law, 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 (½) day in the event of a death of a niece or nephew.

9.06 **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 (2) days for a member of a local council or board and five (5) 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 Article 9.06(3), 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.

9.07 **MATERNITY LEAVE**

Maternity/Parental leave shall be granted in accordance with the Employment Standards Code Division 9. The leave may be extended by mutual agreement up to a maximum of six (6) months. The employee's seniority and benefits will be retained upon return.

9.08 **COURSE ALLOWANCES**

The Division shall consider course allowance payments in accordance with Division policy.

9.09 **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.

9.10 **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 ($\frac{1}{2}$) working days per bi-weekly pay period during the first four (4) years of service, and;
 - b) at the rate of one (1) working day per bi-weekly pay period after the first four (4) 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 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:
 - a) absent on sick leave for more than ten (10) consecutive days,
 - b) absent and receiving Workers' Compensation for more than ten (10) consecutive days,
 - c) absent on leave without pay,
 - d) 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 (1) hour prior to the normal hour of beginning work.
5. Employees shall complete a request for leave form for each absence.
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.

9.11 **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 9.11(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:

Method of Transportation

Paid Sick Time

Train and airplane

Minimum time required according to the train and airplane schedules.

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.

9.12 **SABBATICAL LEAVE**

Employees may apply for sabbatical leave in accordance with Division policy.

9.13 **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.

9.14 CO-CURRICULAR LEAVE

Co-Curricular Leave shall be granted in accordance with Division Policy.

ARTICLE 10 - UNION DUES

- 10.01 Union dues shall be deducted by the Division each pay period in accordance with the current scale of dues from the wages of the employee, it being understood that every employee shall be subject to pay Union dues as a condition of their employment. Where employees receive a percentage of earnings as vacation pay, such payments are considered earnings for purposes of Union dues deductions.
- 10.02 Union dues shall be remitted monthly to the Union. When forwarding the initial payment, the Division will submit a list of employees giving name, address, classification, date of hire and the amount deducted. As deductions progress, the Division will advise of any additions, deletions or adjustments. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why; i.e. WCB.

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 fax or email by the Union with the Chief Superintendent within ten (10) 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 by fax or email 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 or email 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 Chief Steward and a Staff Representative of the Union, if available. Costs of the conference call shall be the responsibility of the Division.

- 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.
- 11.06 The Employer shall continue to pay regular wages for the grievor and one (1) Union Steward, for attending grievance meetings held during normal working hours.
- 11.07 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 in Article 12.

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 (2) 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 Arbitration 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 (½) 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 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	Terry Fox Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day		

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 (1½).
- 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 (1) calendar month his/her eligibility shall cease.
 - 4) Specific authorized absence for one (1) 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 (4) week period immediately before the general holiday.

ARTICLE 14 - VACATIONS

- 14.01 The vacation year shall be the period beginning on the 1st day of July and ending on the 30th day of June of the following year.
- 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 (1st) full year of continuous service, fifteen (15) days' vacation.
 - ii) Upon completion of an employee's second (2nd) year of continuous service, twenty (20) days of vacation.
 - iii) Upon completion of an employee's ninth (9th) year of continuous service, twenty-five (25) days of vacation.
 - iv) Upon completion of an employee's nineteenth (19th) 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 of each year. The supervisor shall reply to the employee no later than May 30.
- 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 (1) employee requests the same vacation period, seniority shall prevail.

The Division will consider vacation requests made after May 30, 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 (1) 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.

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 (1) 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 (2) or more periods.

ARTICLE 15 - BENEFITS

15.01 LANGUAGE FLUENCY

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 (½) day increments dependent on travel time requirements.
4. Travel time is not cumulative. Any unused travel time shall expire at June 30 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.

15.05 GROUP INSURANCE AND DENTAL BENEFITS

Employees shall be eligible to participate in the following benefit plans under the terms and conditions of such plan:

- Group Life Insurance Plan
- Group Health Care Plan
- Dental Plan
- Employee Assistance Plan

ARTICLE 16 - 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.

In the case of a serious incident, the Safety Representative will be notified immediately.

16.04 The Union shall appoint a minimum of two (2) representatives in each community to the Joint Workplace Safety and Health 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 Division agrees to provide a bulletin board for use by the Union. Such bulletin board 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 service and shall count from the date of employment as a permanent employee.

Term employees who are hired into permanent positions without a break in service shall have their bargaining unit date established as the date they were hired into a term position in the bargaining unit.

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 of each year. A copy of the list will be posted on the bulletin board and a copy given to the Local Union President.

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 (e.g., maternity leave, medical leave, sabbatical leave, long term disability),
 - c) a temporary or short term position (e.g., 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 (e.g., to replace an employee away on leave, where a specified return to work date is known),
 - c) indefinite term position (e.g., 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 placed on the next highest step on the salary scale which is closest to their current salary, without taking a reduction in pay.

18.10 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 pay for such job.

18.11 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.

18.12 **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.

18.13 PROBATION

Every employee appointed to a position in the Division shall be on probation for a period of three (3) months.

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

18.15 1. Where an employee has been rejected during the first thirty (30) days of employment, no notice is required. If the employee is rejected following the thirty (30) days, he/she shall receive one (1) 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.

18.16 LAYOFF

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 layoffs must occur, the following will apply:

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

The Union will be provided with copies of all lay-off notices save and except for layoffs occurring over the normal winter, spring and summer break periods.

b) 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.

c) No notice is required when an employee is hired for a specific term of employment, or to complete a specific task.

d) Layoff and recall will be school/office and community specific.

- e) Employees who are laid off will be placed on a recall list for each school/office and community where the layoffs occurred.
- f) 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.
- g) An employee on the recall list is eligible to apply for any vacant position advertised within the Division.
- h) An employee on the recall list may turn down a recall once only.
- i) Employees who have not been recalled to a position within twenty-four (24) months from the date of layoff will be deemed to be terminated and will lose all seniority.
- j) An information sheet on the benefits available to staff while on layoff will be distributed to the employee with the layoff notice.

ARTICLE 19 - STRIKES AND LOCKOUTS

- 19.01 The Division will not institute a lockout for any cause whatsoever during the term of this Agreement.
- 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 term of this Agreement.
- 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 Article, an employee's anniversary date shall be the date twelve (12) 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 Article 20.01(3).
5. The employee may appeal the denial to the Area Superintendent. The Area Superintendent's decision is final.

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.
- 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, 2020 and shall continue in force and effect until June 30, 2022 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, 2020 – Special Adjustment to Schedule A

July 1, 2021 – COLA*

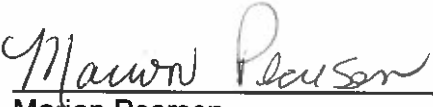
***COLA is to be determined as follows: in January 2022, or as soon as possible thereafter, when the twelve (12) month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (All Items) change is made known, the increase will be applied retroactively to July 1, 2021.**

This Collective Agreement signed this _____ day of _____, 2022.

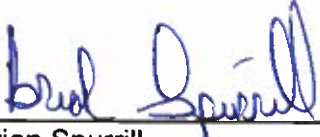
**SIGNED AND AGREED ON BEHALF OF
FRONTIER SCHOOL DIVISION**



Linda Ballantyne
Chairperson, Board of Trustees




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



Brian Spurrill
Secretary-Treasurer


**SIGNED AND AGREED ON
BEHALF OF MANITOBA GOVERNMENT
AND GENERAL EMPLOYEES UNION
LOCAL 446**



Dawne Palmer
President



Amy Warnar-Brown
Staff Representative



Tedd Fenner
Chief Steward

SCHEDULE A - WAGES

Wage scales effective July 1, 2020:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Custodian 1	18.63	19.22	19.81	20.44	21.11	21.77
Custodian 2	19.22	19.81	20.44	21.11	21.76	22.53
Maintenance Person 1	25.14	25.99	26.90	27.83		
Clerk Typist 1	18.67	19.16	19.60	20.15	20.69	
Clerk Typist 2	20.56	21.11	21.62	22.21	22.80	23.46
School Counsellor 1	23.94	24.68	25.49	26.33	27.22	28.12
<i>70% - 3 courses</i>						
<i>80% - 6 courses</i>						
<i>90% - 9 courses</i>						
School Counsellor 2	28.12	29.08	30.12	31.20	32.29	33.54
<i>(Applied Counseling Certificate)</i>						
Educational Assistant 1	13.88	14.83	15.83			
<i>(Grade 12)</i>						
Education Assistant 2	17.56	18.52	19.50			
<i>(Grade 12)</i>						
Educational Assistant 3	19.39	20.36	21.36			
<i>(Educational Assistant Degree/Diploma)</i>						
Library Specialist 1	23.78	24.36	25.02	25.71	26.43	27.22
<i>70% - 3 courses</i>						
<i>80% - 6 courses</i>						
<i>90% - 9 courses</i>						
Library Specialist 2	26.91	27.61	28.36	29.17	29.94	30.78
<i>Library and Information Technology Diploma Program</i>						
<i>Casual Rates: 90% of position rates</i>						

Retroactive pay payable to full-time and part-time (permanent and term) employees, who have worked during the term of this Agreement, but no retroactive pay to casual employees. For clarity, when COLA is known, there will be no retroactive adjustments to casual pay and increases will apply on go forward basis only.

**LETTER OF UNDERSTANDING
BETWEEN
MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION, LOCAL 446
(Hereinafter referred to as "the Union")
AND
FRONTIER SCHOOL DIVISION
(Hereinafter referred to as "the Employer")**

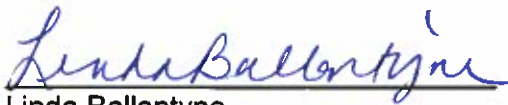
RE: LONG TERM DISABILITY

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.

Agreed to this ____ day of _____, 2022.

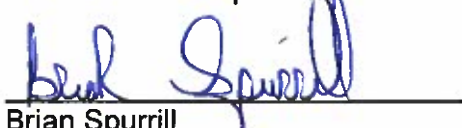
**SIGNED AND AGREED ON BEHALF OF
FRONTIER SCHOOL DIVISION**



Linda Ballantyne
Chairperson, Board of Trustees

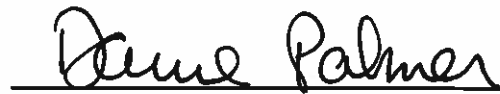


Marion Pearson
Chairperson, Negotiating Committee for the
Board/Vice-Chairperson, Board of Trustees



Brian Spurrill
Secretary-Treasurer

**SIGNED AND AGREED ON
BEHALF OF MANITOBA GOVERNMENT
AND GENERAL EMPLOYEES UNION
LOCAL 446**



Dawne Palmer
President



Amy Warner-Brown
Staff Representative



Tedd Fenner
Chief Steward

**LETTER OF UNDERSTANDING
BETWEEN
MANITOBA GOVERNMENT AND GENERAL EMPLOYEES' UNION, LOCAL 446
(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.

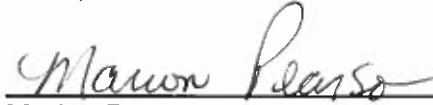
School Counsellors however will have the option to work seven (7) accountability days with prior approval by submitting a plan to their School Principal and Area Superintendent by September 30 of each year. Should the plan be approved, the School Counsellors will be required to submit time sheets and 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 _____ day of _____, 2022.

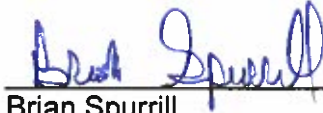
**SIGNED AND AGREED ON BEHALF OF
FRONTIER SCHOOL DIVISION**



Linda Ballantyne
Chairperson, Board of Trustees

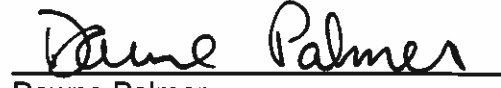


Marion Pearson
Chairperson, Negotiating Committee for the
Board/Vice-Chairperson, Board of Trustees



Brian Spurrill
Secretary-Treasurer

**SIGNED AND AGREED ON
BEHALF OF MANITOBA GOVERNMENT
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