

COLLECTIVE AGREEMENT

BETWEEN

FRONTIER SCHOOL DIVISION

AND

FRONTIER TEACHERS' ASSOCIATION

July 1, 2009 – June 30, 2010

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**COLLECTIVE AGREEMENT
BETWEEN
FRONTIER SCHOOL DIVISION
AND
FRONTIER TEACHER'S ASSOCIATION**

July 1, 2009 – June 30, 2010

ARTICLE 1 - PURPOSE

It is the intent and purpose of the parties to this Agreement to promote and improve working relations between the Division and the Association, to establish a salary schedule as provided for in individual statutory contracts, to establish other conditions of employment, and finally to provide a basis upon which both parties may improve the professional service rendered to the school children of the Division.

ARTICLE 2 - EFFECTIVE PERIOD

This agreement shall come into force and take effect as from the first day of July 2009 and shall remain in force until the 30th day of June 2010. Thereafter, it shall remain in force and automatically renew itself from year to year unless either party gives the other written notice by registered mail of a desire to terminate or amend this agreement. Should either party desire to terminate or amend this agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof. It is agreed that in such a case, the parties will confer not later than twenty (20) teaching days after receipt of such notice or on another date as may be mutually agreed. A statement of changes desired will be submitted at this time by the party serving notice. Subsequent meetings will be held within twenty (20) teaching days of the previous meeting unless otherwise mutually agreed.

ARTICLE 3 - PROFESSIONAL FEES

Deduction of Professional Fees

- 3.01 The Board shall deduct Frontier Teacher Association dues from all teachers, including substitutes. Such dues shall be remitted on a monthly basis.
- 3.02 The Board shall deduct Manitoba Teachers' Society fees from all teachers, including substitutes. Such fees will be remitted on a monthly basis.
- 3.03 The Association shall indemnify and save harmless the Board from all costs, liability or expenses suffered or sustained by the Board as a result of legal action arising from the deductions of the local dues or MTS fees made pursuant to this clause.

ARTICLE 4 - LIAISON COMMITTEE

The Liaison Committee will be composed of representatives of the Division including trustees and administrative staff and Table Officers of the Association. Other people, as appropriate and mutually agreed upon, may attend these meetings.

The committee will meet at least four times a year.

The Division shall bear the cost of its members and the Association shall bear the costs of its members.

ARTICLE 5 - PROVISION FOR SETTLEMENT OF DISPUTES

Any differences between the parties to, or persons bound by the Agreement or on whose behalf it was entered into, concerning its content meaning, application, or violation, which is not settled to the satisfaction of the parties within ten (10) teaching days from the date when the Association takes the matter up with the Division or the Division notifies the Association in writing of its desire to have the differences negotiated, shall, upon the written request of either party, be submitted to an Arbitration Board, consisting of three members.

Each of the parties to the dispute shall, within seven (7) days of the date of the written request for arbitration, appoint an arbitrator and shall notify the other party of the appointment. These two (2) arbitrators, within a further period of seven (7) days after their appointment, shall meet and select a chairperson. Should the two arbitrators fail to agree upon a chairperson within the required seven (7) days, either party may request the Manitoba Labour Board to appoint a chairperson.

Except as herein provided, the Labour Relations Act shall apply.

ARTICLE 6 - ACCESS AGREEMENT

A duly authorized representative of the Association or a Staff Officer of MTS shall be entitled to visit schools within the School Division for the purpose of communicating with teachers. Such visits shall only occur after the said representative has notified the Area Superintendent or designated representative. The interview of a teacher by a representative shall be carried on in a private place within the school and be held at such times as shall minimize interference with the operation of the school.

ARTICLE 7 - SALARY SCHEDULE

For those teachers employed on June 30, 2005, receiving a salary higher than the then current Frontier scale, such teachers shall be grandfathered, such grandfathering to be in effect until such time as they are no longer employed in their respective communities, to further clarify, such teachers shall remain on their current salary grid as may be adjusted from time to time as may be negotiated and shall remain on their respective grids until such time as they transfer from that school or leave the employment of the school Division, whichever comes first.

ARTICLE 7 - SALARY SCHEDULE (cont'd)

Effective June 30, 2005, all teachers newly hired by the Frontier School Division shall be placed on Frontier salary schedule.

Frontier**2009-10**

<u>Steps</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	33,213.38	36,556.76	40,880.70	49,801.53	53,298.38	56,816.86	59,684.38
1	34,857.26	38,476.68	42,562.69	52,490.86	56,002.13	59,502.07	62,371.65
2	36,532.04	40,391.45	44,240.56	55,187.40	58,688.37	62,195.52	65,059.95
3	38,191.37	42,296.95	45,945.21	57,878.79	61,391.09	64,883.82	67,750.31
4	39,854.82	44,206.57	47,641.62	60,564.00	64,071.15	67,578.30	70,433.46
5	41,514.15	46,140.91	49,316.40	63,255.39	66,763.57	70,273.81	73,135.15
6	43,282.66	47,962.98	51,008.69	65,938.54	69,449.81	72,964.17	75,826.54
7		49,947.79	52,703.04	68,634.05	72,150.47	75,662.77	78,518.96
8			54,393.27	71,331.62	74,823.32	78,359.31	81,228.89
9			56,182.38	74,019.92	77,532.22	81,050.70	83,920.28
10				76,714.40	80,283.35	83,758.57	86,631.24

Churchill

The Churchill salary scale applies only to those teachers who were employed in Churchill as of June 30, 2005, subject to Article 7, first paragraph.

2009-10

<u>Steps</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>	<u>Class 7</u>
0	34,324.75	37,571.31	41,927.18	50,050.79	54,115.17	58,033.29	61,527.05
1	36,104.59	39,461.36	43,959.37	52,649.48	56,792.14	60,738.07	64,248.31
2	37,571.31	41,352.44	45,989.50	55,266.71	59,464.99	63,432.55	66,970.60
3	39,197.68	43,245.58	48,019.63	57,867.46	62,050.29	66,026.09	69,701.13
4	40,828.17	45,129.45	50,050.79	60,473.36	64,820.99	68,842.11	72,423.42
5	42,454.54	47,014.35	52,085.04	63,080.29	67,496.93	71,538.65	75,152.92
6	44,079.88	48,907.49	54,115.17	65,683.10	70,181.11	74,243.43	77,870.06
7	45,842.21	50,861.40	57,573.91	68,286.94	72,857.05	76,941.00	80,601.62
8		50,861.40	58,183.67	70,899.02	75,529.90	79,640.63	83,317.73
9				73,503.89	78,206.87	82,344.38	86,048.26
10				76,104.64	80,983.75	85,167.61	88,774.67

ARTICLE 7 – SALARY SCHEDULE (cont'd)**Lynn Lake**

This Lynn Lake salary scale applies only to those teachers who were employed in Lynn Lake as of June 30, 2005, subject to Article 7, first paragraph.

2009-10

<u>Steps</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>
0	36,026.31	38,702.25	43,923.32	54,331.47	57,229.89	59,403.19
1	37,891.64	40,488.27	45,890.62	56,876.60	59,673.05	61,816.48
2	39,762.12	42,278.41	47,849.68	59,425.85	62,118.27	64,232.86
3	41,634.66	44,069.58	49,815.95	61,972.01	64,559.37	66,645.12
4	43,498.96	45,856.63	51,781.19	64,520.23	66,999.44	69,061.50
5	45,371.50	47,645.74	53,745.40	67,064.33	69,441.57	71,476.85
6	47,241.98	49,433.82	55,709.61	69,616.67	71,887.82	73,891.17
7		51,222.93	57,668.67	72,160.77	74,326.86	76,305.49
8				74,705.90	76,768.99	78,722.90
9				77,253.09	79,217.30	81,136.19
10					81,657.37	83,549.48

Snow Lake

This Snow Lake salary scale applies only to those teachers who were employed in Snow Lake as of June 30, 2005, subject to Article 7, first paragraph.

2009-10

<u>Steps</u>	<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>
0	33,944.68	37,565.13	42,508.10	51,669.95	55,172.98	58,392.76
1	35,861.51	39,482.99	44,696.85	54,543.65	58,237.23	61,539.41
2	37,781.43	41,401.88	46,886.63	57,414.26	61,302.51	64,687.09
3	39,699.29	43,319.74	49,075.38	60,286.93	64,367.79	67,833.74
4	41,616.12	45,238.63	51,265.16	63,157.54	67,431.01	70,980.39
5	43,533.98	47,155.46	53,454.94	66,031.24	70,496.29	74,129.10
6	45,453.90	49,073.32	55,643.69	68,902.88	73,561.57	77,275.75
7		50,991.18	57,833.47	71,773.49	76,625.82	80,423.43
8				74,646.16	79,692.13	83,570.08
9				77,516.77	82,757.41	86,714.67
10						

ARTICLE 8 - EDUCATIONAL QUALIFICATIONS/CLASSIFICATION

- .01 For the purpose of the Salary Schedule, members of the teaching staff are to be classified as per Manitoba Regulation 515/88R
- .02 The onus shall be on the teacher to provide evidence of his/her qualifications and experience to the Department of Education.
- .03 If a qualified teacher has completed a course which puts him/her into a higher class, he/she will receive the salary of the higher class from the beginning of the teaching month following successful completion of the course.
- .04 Permit Teachers:
Permit Teachers shall be placed in a classification as established by Department of Education, Professional Certification Unit, Manitoba Regulations No. 515/88. No teacher shall be paid less than Class 1, Step 0 of the Salary Schedule.

ARTICLE 9 - EXPERIENCE

Fall Term 2007

- a) A qualified teacher who is engaged to teach in the Division shall be granted full placement on the salary schedule for teaching experience recognized by the Department of Education, Province of Manitoba, except that up to three (3) years of teaching experience gained prior to the teacher having become qualified shall be recognized for increment purposes provided that the teacher is certified by the Province of Manitoba and that the experience is acceptable to the Chief Superintendent. Teaching experience gained while teaching on permit, or Letter of Authority shall be recognized at the rate of one increment for each year of such experience.

Effective Date of Signing - Fall Term 2009

- b) Vocational/Industrial Arts teachers coming on staff after date of signing of this agreement, to teach in a Vocational area which is recognized as such by Manitoba Education for grant purposes and for which they are qualified to teach, as determined by Manitoba Education, shall receive one (1) increment for every two (2) years of experience gained after the acquisition of recognized certification in the area in which they are employed up to the maximum of five (5) increments.
For designate trades, related work experience shall be calculated from the time that journeyman certification is received.

Effective Date of Signing – Fall Term 2007

- c) Following a teacher's placement on the salary schedule in accordance with Article 9 (a), a teacher shall advance to the higher step on the salary schedule at the rate of one increment upon completion of the accumulation of a year or more of acceptable teaching experience as recognized by the Certification and Records Branch of Manitoba Education, until maximum is reached. The due date for the increments shall be the first day of the teaching month next following the completion of this year of acceptable teaching experience.

ARTICLE 9 - EXPERIENCE (cont'd)

For part-time teachers, the teaching experience of a part-time teacher shall accumulate to the proportion of actual percent of time employed in each school year. When a part-time teacher accumulates a year of acceptable teaching experience equal to the equivalent of one full teaching year or more, as recognized by the Certification and Records Branch of Manitoba Education, that teacher shall be reclassified to the next higher step of the schedule the first day of the teaching month next following the completion of this year of acceptable teaching experience.

A minimum of 180 teaching days must be completed within a teaching year for one year of credit or 90 teaching days for one-half year of credit.

Two half years of experience shall be equivalent to one year of experience for increment purposes.

- d) Teachers will be placed on the salary schedule according to all years they have taught as qualified teachers as recognized by the Department of Education of the Province of Manitoba. Teaching experience gained while teaching on permit, or Letter of Authority shall be recognized at the rate of one increment for each year of such experience.
- e) The service of a part time teacher shall be accumulative to the proportion of actual percent of time employed in each school year. Whenever a part time teacher accumulated service equals the equivalent of one full teaching year or more, that teacher shall be reclassified to the next higher step of the schedule on either 1st day of fall term or January 1 next.

ARTICLE 10 - PART TIME TEACHERS

- a) Part time teachers shall receive payment and benefits according to the terms of this Agreement, on a pro-rata basis, except for those allowances contained in Article 17 – Transportation and Moving Expenses for New Hires and Article 18 – Annual Travel Allowance, where the full amount is paid.
- b) Part time teachers who are directed by the School Board or its agent to participate in Professional Development during the instructional day, but outside of the specific time in the part time contract, shall be paid for the additional time on a pro rata wage basis.

ARTICLE 11 - SUBSTITUTE TEACHERS

Substitute teachers who are employed by the Division shall be employed in accordance with the Public Schools Act, Education Administration Act and the regulations thereto.

- a) i) A substitute teacher employed for a period of five consecutive teaching days or less shall be paid at the per diem rate, including holiday pay of:

Effective Date of Signing – Fall Term 2009:	Certified	\$135.00
	Non-Certified:	\$ 85.00

ARTICLE 11 - SUBSTITUTE TEACHERS (cont'd)

- ii) Any uncertified substitute rates currently higher than above rates shall be red circled until such time as the proposed rate is equal to or is greater than the red circled rate.
 - iii) A period of substitute teaching of at least five (5) consecutive days shall be termed extended substitute teaching.
- b) i) If a substitute teacher is employed for an extended substitute teaching period in excess of five consecutive teaching days or more, on the sixth day, his/her classification and salary will be based on his/her academic and professional qualifications and teaching experience in accordance with Articles 7, 8, and 9.
- ii) The rate of pay shall be retroactive to the first day of the extended teaching assignment and shall continue in effect until the end of that instance of extended teaching assignment.
 - iii) Inservice days or Administrative days shall not constitute a break in extended substitute teaching.
- c) A substitute teacher who is called into the school shall receive a minimum of one-half day's pay, regardless of time spent. This shall apply to both the morning and afternoon sessions.
- d) Unless otherwise determined at the time of the assignment, or except in unforeseen circumstances, the timetable for a substitute teacher in any assignment shall normally be the same as the timetable of the teacher who is being replaced.
- e) **Limited Term Teacher – General Contract**

A substitute teacher who has been employed for at least twenty (20) days of extended substitute teaching shall, on the twenty-first (21st) day, be signed to a Limited Term Teacher-General contract, unless the return of the regular teacher or conclusion of the substitute assignment will occur within five (5) working days. Notwithstanding the above, whenever it is known that the assignment is to be at least twenty (20) days, the teacher shall be signed to a limited term contract.

- f) Substitute teachers shall be paid on a bi-weekly basis, with a one week holdback.

- g) **Sick Leave**

A substitute teacher who has been employed for at least nine (9) consecutive days of extended substitute teaching in a school year shall be entitled to one (1) day of sick leave with pay for each nine (9) days taught in that assignment. Sick leave shall not accumulate from one extended substitute teacher assignment to another. The use of sick leave day with pay shall not constitute an interruption of the extended substitute teaching assignment.

ARTICLE 11 - SUBSTITUTE TEACHERS (cont'd)

- h) The following Articles of the Collective Agreement apply to substitute teachers:
- | | |
|------------|--|
| Article 1 | Purpose |
| Article 2 | Effective Period |
| Article 3 | Professional Fees |
| Article 4 | Liaison Committee |
| Article 5 | Provision of Settlement of Disputes as it relates to Article 11 – Substitutes |
| Article 6 | Access Agreement |
| Article 7 | Salary Schedule – as it relates to the per diem rate applicable under Article 11 (b) |
| Article 8 | Educational Qualifications/Classification – as it relates to the placement on the salary schedule |
| Article 9 | Experience – as it relates to placement on the salary schedule under Article 11 (b) |
| Article 11 | Substitute Teachers |
| Article 16 | Interest on Retroactive Pay |
| Article 31 | Duty Free Meal Period where a substitute teacher is offered and has accepted an assignment for greater than one-half day |
- i) The only matters which may be grieved under Article 5 (Provision for Settlements of Dispute) by a Substitute teacher or the Association on behalf of a Substitute teacher are the provisions of this Article, and the substantive rights and obligations of employment-related and human rights statutes to the extent that they are incorporated into this collective agreement.

ARTICLE 12 - PAYMENT OF SALARY

- a) i) Teachers hired to commence their teaching duties after the first teaching day of the fall term shall have the salary due them between date of commencement of duties and the following June computed on the basis of:
- Number of days taught/days in school year X annual salary, and paid to them in equal semi-monthly installments from date of commencement to the last pay of August following.
- ii) Teachers hired on a Teacher General Contract or Limited Term Teacher-General Contracts after January 1, may have their salary paid to them in equal installments either through to June 30th or August 31st. Payment will be calculated and issued to August 31st unless otherwise advised by teacher. Teacher will have one month from the date of signing their contract to elect their option.
- b) Salaries shall be paid by direct deposit.
- c) When teachers leave the employ of the Division, they shall receive remaining pay on or before July 31st.

ARTICLE 12 - PAYMENT OF SALARY (cont'd)

- d) Teachers signing a Teacher General Contract or Limited Term Teacher-General contract on or before August 15th shall upon written request receive an advance of \$200.00 on the first teaching day of the school year. The advance shall be repaid through payroll deduction as follows:
- i) \$100.00 from the final pay in September;
 - ii) \$100.00 from the first pay in October.
- e) When a new collective agreement is signed between the parties, the Division will, when sending out the first pay calculation under the new agreement, attach a letter specifically identifying the differences in calculations of the rate of pay and allowances under the new agreement.

ARTICLE 13 - ADMINISTRATIVE AND SUPERVISORY ALLOWANCES

(a) **Principal's Allowance**

Principals shall receive a basic allowance for administration and supervision on the basis of the following schedule.

The allowance paid to any principal shall be the greater of:

- i) an amount of:
Fall Term 2009: \$6,333. 85
OR
- ii) an allowance for each full or part time member of the instructional staff assigned to any school, but excluding the principal allotment, as follows:

Effective first day of the fall term 2009:	
for the first 1 – 15 teachers	\$889.66 per teacher
for the next 16 – 25 teachers	\$531.14 per teacher
for the next 26 or more teachers	\$225.07 per teacher
- iii) In addition to the above scale, Principals in Frontier School Division who have obtained a Level I Manitoba School Administrators Certificate shall receive an allowance of \$515.00. Those Principals who have obtained a Level II Manitoba Principals Certificate shall receive an additional allowance per annum of \$515.00.
- iv) Principals with two or more years experience as a principal in Frontier School Division shall receive, in addition to the above scale, an allowance as follows:

Effective first day of the Fall Term 2009: \$1,030.00

ARTICLE 13 - ADMINISTRATIVE AND SUPERVISORY ALLOWANCES**(cont'd)****(a) Principal's Allowance (cont'd)**

- v) For calculation purposes, the teacher count as at September 30th of a particular school year shall be used to determine the Principal's allowance for that same school year. Such allowance once calculated shall be the allowance for the entire school year irrespective of any change to the teacher count after September 30th of that school year.

* For the purpose of implementation of the change in calculation of the Administrative Allowance, any administrator receiving an allowance greater than that outlined in Article 13 (a) or (b), shall continue to receive the greater allowance until such time as it is surpassed by the new allowance or until such time as they are no longer an administrator, which ever occurs first.

- b) In addition to the Principal's basic allowance, the Principal of Frontier Collegiate Institute (FCI) shall be paid a residential school allowance of:

Fall 2009	\$2,813.32
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(c) Vice-Principal's Allowance

- i) Full time Vice-principals shall receive one-half (1/2) of the principal's basic allowance.
- ii) Notwithstanding the above, where more than one vice-principal is appointed to job share as vice-principal within a particular school, each vice-principal shall receive a prorated portion of one-half (1/2) of that administrative and supervisory allowance paid to the principal.
- iii) Full time Vice-Principals Helen Betty Osborne School, Norway House, shall each receive one half of the Principal's Allowance.
- iv) In addition to the above, Vice-Principals in Frontier School Division who have obtained a Level I Manitoba School Administrators Certificate shall receive an allowance of \$515.00/annum. Those Vice-Principals who have obtained a Level II Manitoba Principals Certificate shall receive an additional allowance per annum - \$515.00.
- v) In addition to the Vice-Principal's basic allowance, the Vice-Principal of Frontier Collegiate Institute (FCI) shall receive one half (1/2) of the Principal of FCI's residential school allowance.
- d) Teachers designated to act for the principal in the absence of the principal shall receive an allowance of one two hundredth of the principal's allowance per day of the principal's absence.

ARTICLE 13 - ADMINISTRATIVE AND SUPERVISORY ALLOWANCES
(cont'd)

e) **Consultant's/Coordinator's Allowance**

- i) **Effective 1st day of the Fall Term 2009**, Consultant/Coordinator shall receive a base allowance as follows:

Years of Experience as a Consultant in Frontier School Division

One Year:	\$4,776.11
Two Years:	\$4,944.00
Three or more years:	\$5,253.00

- ii) Consultants/coordinator who have excessive travel necessitating overnight stays to Division communities shall be paid an allowance in addition to the base as follows:

Effective first day of the Fall Term 2009:

Category A – with 11-15 overnight stays per school year	\$1,545
Category B – with 16 or more overnight stays per school year	\$3,090

Consultants shall apply for such allowance to their Area Superintendent for approval. Approved travel allowance shall be paid on the last pay period of June of each school year.

f) **Curriculum Director Allowance**

- i) Curriculum Director shall receive an allowance of:

\$7878.47

ARTICLE 14 - LANGUAGE FLUENCY

Where a teacher demonstrates an acceptable level of fluency in a Native language and meets one of the following criteria:

- i) teaches Grades N-3
- ii) teaches the language at least 12% of the time; or
- iii) uses the language for interpreting and assisting the principal in the school or for communicating with students and parents; the teacher shall be paid an allowance of per annum:

Fall 2009: \$633.67

ARTICLE 15 - ALLOWANCES FOR APPROVED COURSES

Allowances for improved qualifications for approved courses shall be paid according to the following:

- a) A teacher shall receive \$650.00 for each (6) six credit hour course and \$325.00 for each (3) credit hour course successfully completed.
- b) Course allowances shall not be paid for any course provided and/or subsidized by the Division.
- c) If a qualified teacher has completed a course which puts him/her into a higher class, he/she will receive the salary of the higher class from the beginning of the teaching month following successful completion of the course.
- d) To receive consideration for payment of course allowances, a teacher must submit application(s) for course allowances to the Area Superintendent within 45 days of commencement of the course(s).

ARTICLE 16 - INTEREST ON RETROACTIVE PAY

The Division shall pay the members of the Association, interest on the gross amount of any retroactive pay which may be paid to such members less the amount of any statutory deduction for Canada Pension, Unemployment Insurance and Income Tax due with respect to that pay. The interest to be calculated from the dates which the monies would have been due on a monthly basis, to the date of the actual payment. This calculation is to be done on an average retro pay for a teacher.

The interest shall be computed at the at the rate equal to that paid by the Chartered Bank in Winnipeg on a Bonus Savings Accounts or Premium Savings Account.

ARTICLE 17 - TRANSPORTATION AND MOVING EXPENSE FOR NEW HIRES

Fall Term 2009

- a) A teacher newly hired and coming on staff for the Division shall be entitled to receive reimbursement for actual cost of personal transportation to the community at the lesser of the cost of economy airfare or the actual mileage cost at the Division's current per kilometer rate. Air travel arrangements shall be made by the teacher through the Division office.
- b) In addition to the above, a teacher newly hired by the Division shall be entitled to a one time lump sum payment to assist defraying the cost of moving into the Division.
 - i) For Non Division Housing in Churchill - \$1545.00
 - ii) When an unfurnished teacherage is provided where road travel is available:
 Fall 2009 \$1236.00

ARTICLE 17 - TRANSPORTATION AND MOVING EXPENSE FOR NEW HIRES (cont'd)

- iii) When a furnished teacherage is provided where air freight is required:
Fall 2009 \$824.00

 - When a furnished teacherage is provided where rail freight is required:
Fall 2009 \$412.00

- c) Teachers newly hired from within the community and teachers required to change accommodation shall receive a one time lump sum payment of \$360.50. Community to be defined as residing in an area within 40 kilometers of the school.

- d) Where cost of moving is mentioned, it shall mean cost for fuel, rental of moving company vehicle, or the employee of a moving company plus the employee's meal and hotel expenses.

- e) In all cases, the teacher shall apply for such payment to the office of the respective Area superintendent. However, in no event shall an application be accepted nor processed where the application was received after June 30th of the school year in which the move took place.

Note: See Letter of Understanding re Teachers from Former Churchill School District re Outward Moving Expenses.

ARTICLE 18 - ANNUAL TRAVEL REIMBURSEMENT

- a) Teachers shall be reimbursed for travel expenses (excluding meals, rooms, berths, and sundry items) for one round trip per school year from the teacher's school locality to Winnipeg.

- b) Reimbursement for travel expenses of teachers in "qualified isolated communities" shall be based on the most practical economical means. Where airfare is required, the flight must be booked no less than one month in advance, with departure and return dates confirmed. See Addendum 1 for means of transportation.

In the case of extenuating circumstances, i.e. medical emergencies of the employee's immediate family as defined in Article 33.01, the (1) one month advance booking may be waived.

- c) Reimbursement for travel expenses shall include the cost of travel for members of the teacher's family residing with the teacher and making the journey with the teacher.

- d) To receive reimbursement at the prevailing Division rates upon receipt of a statement from the teacher indicating that the trip was made.

Note: See Letters of Understanding re Annual Travel for teachers from former Churchill and Lynn Lake School Districts.

ARTICLE 19 - SPECIAL TRAVEL REIMBURSEMENT

In isolated communities the Division recognizes the need for additional travel to the nearest large community as per the following schedules.

Schedule A

The Division shall reimburse the teacher for actual travel costs of one round trip per school term to the nearest large community. Only travel on non-teaching or personal leave days shall be applicable. Reimbursement for travel expenses at the most economical means, shall include the cost of travel for the teacher, the teacher's spouse, and dependent children.

God's Lake Narrows	Winnipeg
Stevenson Island	Winnipeg
Red Sucker Lake	Winnipeg
Brochet	Thompson

Schedule B

The Division shall reimburse the teacher for actual travel costs of one round trip per school year to the nearest large community. Only travel on non-teaching or personal leave days shall be applicable. Reimbursement for travel expenses at the most economical means, shall include the cost of travel for the teacher, the teacher's spouse and dependent children.

Berens River	Winnipeg
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Schedule C

The Division shall reimburse the teacher for actual travel costs of one round trip per school year to the nearest large community. Only travel on non-teaching or personal leave days shall be applicable.

Reimbursement for travel expenses at the most economical means, shall include the cost of travel for the teacher, the teacher's spouse, and dependent children.

Ilford	Thompson
Pikwitonei	Thompson
Thicket Portage	Thompson
Churchill (new hires After June 30, 2005)	Winnipeg

ARTICLE 19 - SPECIAL TRAVEL REIMBURSEMENT (cont'd)

Schedule D

Granville Lake - The Division shall arrange and pay for charter air flight in and out of the community to and from Thompson, for the teacher, the teacher's spouse and dependent children, on the following non-teaching dates:

Thanksgiving School Closure
 Christmas/New Year's School Closure
 Spring Break School Closure
 End of the School Year

All travel shall be by the most practical, economical means.

- * Where charter air is required, in order to receive reimbursement for travel expenses for family members, the family member must be residing with the teacher and making the journey with the teacher. All charters to be booked through the Area office.

ARTICLE 20 - ANNUAL TRANSPORTATION OF PERSONAL EFFECTS REIMBURSEMENT

Actual cost of transportation of personal effects beyond the amount covered by fares shall be covered as follows:

- i) Where air freight is required:
 Fall 2009 \$824.00
 Except Brochet:
 \$927.00
- ii) Where rail freight is required:
 \$412.00

To receive reimbursement, teachers are required to submit receipts verifying actual dates and costs to the respective Area Superintendent.

ARTICLE 21 - ISOLATION ALLOWANCE

Isolation allowance for teachers residing in communities where Division schools are located shall be paid in accordance with the schedule shown below. A community is defined as residing in an area within 40 kilometers of the school by road. To qualify for isolation allowance at the dependent status rates, one of the following conditions must exist:

- a) In the case of a married/common-law teacher, the spouse must be residing at the isolated post and claimed as a dependent on the teacher's TD-1 form.
- b) In the case of a widow or widower, or a teacher who is divorced or legally separated, a single parent, or where the spouse does not reside at the isolated post, there must be one or more dependent (children) under the age of 18 residing with the teacher at the isolated post, and claimed as dependents on a form approved by the Division.

ARTICLE 21 - ISOLATION ALLOWANCE (cont'd)ISOLATION ALLOWANCE – SINGLE RATE

	<u>First Day of the Fall Term 2009</u>
Brochet	3,600.60
Granville Lake	3,600.60
Red Sucker Lake	3,600.60
God's Lake Narrow	3,600.60
Churchill	2,818.21
South Indian Lake	2,618.25
Sherridon	2,224.44
Pikwitonei	2,618.25
Ilford	2,618.25
Berens River	2,618.25
Stevenson Island	3,600.60
Thicket Portage	2,618.25
Lynn Lake	1,729.14
Leaf Rapids	1,729.14
Snow Lake	1,729.14
Cormorant	1,729.14
Moose Lake	1,729.14
Cross Lake	1,729.14
Gillam	1,729.14
Norway House	1,729.14
Wabowden	1,485.64
Matheson Island	990.61
Grand Rapids	743.59
Cranberry Portage	743.59
Peonan Point	743.59

ARTICLE 21 - ISOLATION ALLOWANCE (cont'd)

c)

ISOLATION ALLOWANCE – DEPENDENT RATE

	First Day of the Fall Term 2009
Brochet	4,951.21
Granville Lake	4,951.21
Red Sucker Lake	4,951.21
God's Lake Narrow	4,951.21
Churchill	4,563.79
South Indian Lake	3,782.86
Sherridon	3,215.19
Pikwitonei	3,782.86
Ilford	3,782.86
Berens River	3,782.86
Stevenson Island	4,951.21
Thicket Portage	3,782.86
Lynn Lake	2,498.14
Leaf Rapids	2,498.14
Snow Lake	2,498.14
Cormorant	2,498.14
Moose Lake	2,498.14
Cross Lake	2,498.14
Gillam	2,498.14
Norway House	2,498.14
Wabowden	2,141.48
Matheson Island	1,430.48
Grand Rapids	1,072.55
Cranberry Portage	1,072.55
Peonan Point	1,072.55

- d) The onus shall be on the teacher to file TD-1 forms upon commencement of employment and immediately upon any change in status. In the absence of a filed TD-1 form, the teacher shall be paid at the single rate and retroactive payments shall not be applicable. Where teachers have filed an inaccurate TD-1 report resulting in payment of the allowance at a rate higher than required, the teacher shall reimburse the Division for any over-payment.

Note: See Letter of Understanding re Incumbent Protection for teachers from pre-Frontier amalgamation.

ARTICLE 22 - HOUSING**a) Teacherage Housing**

Rental increases and policy changes regarding housing, utilities, furniture, and teacherage equipment will be made by the Division after consultation with the Frontier Teachers' Association. Notification of changes will be made to the teachers by February 15th. The effective date of any changes will be the following September. Rental increases shall not exceed the limit established by the Provincial Government guidelines

b) Non Divisional Housing Allowance**Annual Single Rate**

	First Day of the Fall Term 2009
Barrows Junction	837.34
Berens River	1,760.71
Birdtail Sioux	1,135.03
Bissett	1,591.06
Brochet	1,713.73
Camperville	1,135.03
Cormorant	635.92
Churchill	5,723.30
Cranberry Portage	1,028.61
Crane River	1,003.28
Cross Lake	2,390.40
Duck Bay	1,135.03
Falcon Beach	1,135.03
Gillam	1,727.87
Grand Rapids	1,028.61
Granville Lake	1,713.73
Gypsumville	1,135.03
Ilford	2,828.95
Leaf Rapids	1,268.03
Lynn Lake	1,156.57
Matheson Island	1,028.61
Moose Lake	1,099.56
Norway House	2,058.50
Pelican Rapids	837.34
Pikwitonei	1,550.02
Pine Creek	1,135.03
Pine Dock	1,268.03
Rorketon	1,003.28
Sherridon	933.61
Skownan	1,135.03
Snow Lake	955.14
South Indian Lake	2,289.46
Stevenson Island	2,112.31
Thicket Portage	1,550.02
Thompson	1,523.93
Wabowden	1,098.29
Waterhen	1,135.03
Wanipigow	1591.06

Article 22 - Housing (cont'd)b) Non Divisional Housing Allowance (cont'd)Dependent Rate

	First Day of the Fall Term 2009
Barrows Junction	1,674.67
Berens River	3,534.84
Birdtail Sioux	2,271.33
Bissett	3,182.13
Brochet	3,427.48
Camperville	2,271.33
Cormorant	1,270.58
Churchill	5,723.30
Cranberry Portage	2,055.97
Crane River	2,006.56
Cross Lake	4,780.79
Duck Bay	2,271.33
Falcon Beach	2,270.05
Gillam	3,455.75
Grand Rapids	2,055.96
Granville Lake	3,427.48
Gypsumville	2,270.05
Ilford	5,417.68
Leaf Rapids	2,536.08
Lynn Lake	2,311.86
Matheson Island	2,055.96
Moose Lake	2,197.84
Norway House	4,125.87
Pelican Rapids	1,674.67
Pikwitonei	3,101.37
Pine Creek	2,271.33
Pine Dock	2,536.08
Rorketon	2,006.56
Sherridon	1,867.21
Skownan	2,271.33
Snow Lake	1,910.29
South Indian Lake	4,577.58
Stevenson Island	4,223.29
Thicket Portage	3,101.37
Thompson	3,047.84
Wabowden	2,196.58
Waterhen	2,271.33
Wanipigow	3,182.13

- * Teachers currently on staff in Leaf Rapids, effective signing date of Agreement, on June 1, 2007, shall continue to receive their current allowance of \$168.64 per month until such time as they are no longer employed at Leaf Rapids.

ARTICLE 23 - GROUP LIFE INSURANCE

Teachers commencing employment with the Division shall be required to participate in the Group Life Insurance Plan.

- a) The basic insurance shall be calculated at two times the teacher's annual salary or in the case of accidental death four times the annual salary.
- b) The cost of the plan shall be shared equally (50/50) between the Division and the teacher enrolled in the plan.
- c) Any changes to the plan will be made mutually by the Division and the Association.

ARTICLE 24 - DISABILITY BENEFIT PLAN

- a) The Frontier School Division shall administer the Disability Benefit Plan for participating employees.
- b) Participation in the Plan is mandatory.
- c) The premiums for the plan shall be paid by each employee participating in the plan and shall be deducted from salary and timely remitted to the Plan.
- d) Save and except for the deduction and remittance of premiums, as directed by the Association, the Association acknowledges and agrees that the Board neither has nor assumes any responsibility whatsoever with respect to any aspect of this Disability Benefit Plan administered by The Manitoba Teachers' Society.

ARTICLE 25 - SHORT TERM DISABILITY PLAN - Effective date – October 1, 2007

- a) The Division will administer a Short Term Disability Plan satisfactory to the parties.
- b) The Division's sole responsibility in administering the Plan shall be deducting monthly premiums from teachers' salary and remitting such premiums to the Plan.
- c) All employees covered by this collective agreement shall be required to participate in the Short Term Disability Plan.
- d) The Division shall refund to the Association the whole of the additional rebate allowable under the Employment Insurance Commission Act.

ARTICLE 26 - DENTAL INSURANCE

Subject to subsection (a), teachers commencing employment with the Division shall be required to participate in the Division Employees' Dental Plan.

- a) The cost of the plan shall be shared equally (50/50) between the Division and the teacher enrolled in the plan.
 - i) Teachers of Treaty Indian status shall not be required to participate in the Plan.

ARTICLE 26 - DENTAL INSURANCE (cont'd)

- b) Any rebates resulting from participation in the plan shall be used to reduce premiums.
- c) Any changes in the plan shall be made mutually by the Division and the Association.

ARTICLE 27 - BLUE CROSS/EXTENDED HEALTH

- a) The Division shall administer the MTS Extended Health Benefit Plan in accordance with the terms and conditions of the Plan.
- b) For the purposes of this agreement, the word "administer" shall mean and be limited to:
 - i) enrolling all newly hired eligible members,
 - ii) deducting required monthly premiums from all enrolled members,
 - iii) remitting premiums to the carrier on a monthly basis on the required form,
 - iv) reporting all changes in family status to the carrier as reported by individual members to the Division,
 - v) maintaining a supply of pamphlets, brochures and claim forms for distribution to members upon enrollment and/or upon request as is appropriate. All such materials are to be provided by the carrier.
 - vi) Any other matters agreed to in writing between the parties from time to time.
- c) Except as noted below in d) and e), all members who are eligible under the terms of the Plan shall be required to participate in the plan.
- d) Where a member provides evidence of coverage for Extended Health benefits through a group spousal plan, such member shall be eligible to opt out of this Plan subject to the terms of this Plan.
- e) A member who works less than 0.3 time shall not be required to join the plan.

For teachers employed in Leaf Rapids as of June 30, 2005:

Teachers employed on staff in Leaf Rapids as of June 30, 2005 will be grandfathered. They will continue to pay for the MTS Blue cross Plan on a 50/50 cost shared basis until such time as they are no longer employed by Frontier School Division at Leaf Rapids. Any new employees hired after date of signing of this collective agreement will be governed by Article 27.

ARTICLE 28 - REGISTERED RETIREMENT SAVINGS PLAN

The Division will continue to provide a payroll deduction Registered Retirement Savings Plan – this plan will be optional to teachers.

ARTICLE 29 - DISCIPLINE

The imposition of discipline without just cause by the Division or any agent thereof in the form of written warning(s) and/or suspension(s) with or without pay shall be subject to the following provisions:

- (1) Where the Division or person(s) acting on behalf of the Division so disciplines any person covered by this Collective Agreement and where the affected person is not satisfied that the discipline is for just cause, the Division's action shall be deemed to be a difference between the parties to or persons bound by this Collective Agreement under Article 5 – Provisions for Settlement of Disputes.
- (2) When such a difference is referred to a Board of Arbitration under Article 5, the Board of Arbitration shall have the power to:
 - (a) uphold the discipline;
 - (b) rescind the discipline;
 - (c) vary or modify the discipline;
 - (d) order the Board to pay all or part of any loss of pay and/or benefits in respect of the discipline;
 - (e) do one or more of the things set out in sub-clause (a), (b), (c) and (d) above.
- (3) The written warning(s) shall not include Performance Assessment and Development done pursuant to the Supervision for Growth Plan and any regulations and amendments thereto (hereinafter referred to as the policy), except where the implementation of said policy against a person covered by this Collective Agreement is for the purpose of disciplining said person.
- (4) The Association agrees that the Division has the right to suspend an employee with or without pay for just cause.

ARTICLE 30 - TRANSFER

- 30.01 The Division shall exercise its discretion to transfer in a manner which is fair and reasonable. The Division shall, wherever possible, consult with teachers who are being involuntarily transferred prior to making a final decision.
- 30.02 Notification of any proposed transfer shall be communicated by registered letter to the teacher concerned and include the proposed date of transfer and location to which the teacher is to be transferred.
- 30.03 Notification of transfer, to be effective the next school year, must be communicated to the teacher concerned as outlined in 30.01 on or before May 15th. Such transfer to be effective the first day of the fall term following.
- 30.04 Transfers within the Division at any other time as mentioned in 30.02 shall be by mutual consent.

ARTICLE 30 - TRANSFER (cont'd)

30.05 Where a teacher transfers from one school to another within the Division, at the written request of the Division, the cost of approved travel, accommodation and moving expenses of normal *household effects and usual means of transportation incurred by the teacher in moving to the new location shall be borne by the Division. Such costs shall be computed on the basis of the most economical means of moving.

***HOUSEHOLD EFFECTS:** Personal clothing, furniture, china, kitchen appliances and other items of equipment used in the regular home and domestic garden but excluding bulky hobby equipment or supplies, perishable plants, livestock, lumber, furniture and equipment from summer home or cottage, pleasure boats, motors, heavy machinery, or similar items, and any items used in connection with a secondary source of family income.

30.06 Following completion of three full and continuous years of service in the same Division community, a teacher upon transferring to another Division community would receive a one time payment of \$1,300.00 to assist in the cost of moving. Teachers claiming costs under Article 30.05 shall not be eligible for any reimbursement under this clause.

Following completion of three full and continuous years of service in the same Division community, a teacher upon transferring to another Division community would receive a one time payment of \$1,500, subject to receipts to assist in the cost of moving. Teachers claiming costs under Article 30.05 shall not be eligible for any reimbursement under this clause.

30.07 **Effective Date of Signing – Fall Term 2009:** Teachers with five years of employment or greater with the Division shall be granted an interview when applying for a posted position for which they are qualified.

30.08 Teachers who have been granted an interview outside of their home community but within the Frontier School Division will be eligible for time to travel at no loss of salary, to the interview, at the Division expense, such travel to be by the most practical, economical means, for one interview per year.

ARTICLE 31 - TEACHER STAFF REDUCTION (LAYOFF) AND RECALL

Teacher Staff Reduction

1. Where it is determined by the Division that a teacher staff reduction is necessary, the Division shall retain teachers having the greatest length of service with the Division, all other considerations being equal. The Division shall retain the right to disregard the length of service of any teacher if the teacher does not have the necessary training, academic qualifications, experience, and/or ability which is required for an available teaching assignment.

Any teacher affected by staff reduction by the Division shall not lose seniority rights or accumulated benefits except as outlined by this agreement.

ARTICLE 31 - TEACHER STAFF REDUCTION (LAYOFF) AND RECALL
(cont'd)

Staff reduction in a particular school will be based on divisional seniority, those with the least number of years seniority will be laid off first, all other considerations being equal.

2. a) CONTINUOUS EMPLOYMENT. The teacher's length of employment with the Division is from the date of hire under one or more successive regular or temporary contracts as long as there is no break in actual teaching service between contracts. Approved leave of absence up to two years of consecutive leave at any one time shall not constitute a break in continuity of service. However, the duration of the leave shall not be considered as teaching experience for seniority or salary purposes.
- b) REGULAR CONTRACT. Means Form 2 Contract, Teacher-General contract, or any similar or subsequent form approved by the Minister of Education for the continuous employment of teachers.
- c) TEMPORARY CONTRACT. Means Form 2A Contract or Limited Term Teacher-General Contract or any similar or subsequent form approved by the Minister of Education for the temporary employment of teachers.
3. The Division shall maintain a seniority list showing the date upon which each employee's service commenced and the total length of service for the purpose of determining seniority. At the spring liaison meeting the Division will outline the Board's budget and its implications for the next school year.
4. Length of teaching service shall be determined on the basis of the following:
 - a) The teacher's length of continued employment with the Division as defined in Section 2a. above, commencing with the first teaching day after his or her most recent date of hiring under a Teacher General Contract.
 - b) Where credited teaching service of teachers is equal then seniority, provided qualifications are equal as well, will be determined by the Board.
5. Notice of any staff reduction shall be given to teachers no later than the first day of May.
6. Notwithstanding any other provisions of this Agreement, no teacher shall be laid off who has been employed by the Division under a regular contract if there is a teacher employed under a temporary contract in the same school and the teacher on regular contract has the necessary training academic qualifications, experience and/or ability which is required for the available position.

ARTICLE 31 - TEACHER STAFF REDUCTION (LAYOFF) AND RECALL
(cont'd)

Teacher Staff Recall

1. If, after staff reduction has occurred and for a period of (2) calendar years following the date of staff reduction, positions become available, teachers on the recall list who have given written notice that they wish to be recalled, shall be considered for positions which become available if they have the training, academic qualifications, experience and/or ability which are required for the positions. Length of service may be disregarded if a teacher does not have the training, academic qualifications, experience, and/or ability which is required for a particular position.
2. Teachers shall keep the Division informed as to their current address.
3. Teachers shall be recalled by registered letter or letter delivered by hand and must reply by registered letter or may deliver such letter in person to the Division within fifteen (15) working days of receiving the letter of recall. Failure to contact the Division shall result in the loss of all recall rights.
4. If a teacher is recalled as provided in 3 above, the following will not be affected:
 - a) accumulated benefits prior to being placed on the recall list, but sick leave shall not be accrued for the period of the lay-off,
 - b) seniority.
5. A teacher shall lose seniority for any of the following reasons:
 - a) The teacher resigns.
 - b) The teacher becomes employed by another school board on a permanent contract.
 - c) The teacher fails to return to work after the termination of any leave granted by the Division.
 - d) The teacher is not recalled within two (2) calendar years following the date of placement on the recall list.
 - e) The teacher's contract is terminated for cause.
 - f) Any teacher on the recall list who refuses to accept a position (not withstanding Article 8) shall forfeit all rights of seniority and recall.

A teacher who has lost his/her right of recall as a result of the application of this Article shall be notified.
6. Any required movement of the teacher from his/her position to a place of employment in the Division shall be paid under the same terms as those governing transfers at Division request.
7.
 - i) The Division shall offer any vacant position(s) that arise(s) within the Division to the teacher on the recall list with the most seniority and who has appropriate qualifications. Notwithstanding the foregoing the Board shall have the right to disregard the length of service of any teacher on the recall list if such teacher does not have the necessary training, academic qualifications, experience and ability, for a specific teaching assignment within the Division.

Article 31 – Teacher Staff Reduction (Layoff) and Recall (cont'd)

Teacher Staff Recall (cont'd)

- ii) The teacher may apply for any vacant position in the Division without the loss of benefits under the recall provision.
 - iii) Teachers with seniority and the appropriate qualifications will be offered vacant positions. Whereas, teachers with limited experience and/or incomplete qualifications and who wish to be considered for available vacant positions, may be required by the Division to attend an interview.
8. A teacher may not refuse a position offered except where such refusal is based on the grounds of:
- i) medical reasons
 - ii) family hardship*
 - iii) qualifications - necessary training, academic qualifications, experience and ability.
 - iv) contractual obligations**
 - v) mutual agreement between the teacher and the Division
 - vi) the break-up of the family unit through transfer to different locations of teaching couples, and/or
 - vii) the breakup of the family unit due to teacher transfer to a different location when the teacher's spouse has permanent employment in that community with an employer other than the Division.

Any refusal on any other basis shall remove all obligations on the part of the Division. The Division shall notify the teacher, in writing, that the teacher has lost their seniority and recall rights.

* Refers specifically to the break-up of a family unit through transfer to different locations of teaching couples.

** Refers specifically to instance where a teacher is contractually locked in to other paid employment.

ARTICLE 32 - DUTY FREE MEAL PERIOD

Except in cases of emergency, or unforeseen similar circumstances, every full-time teacher shall be entitled to an uninterrupted meal period, of fifty-five (55) minutes duration, between 11:00 a.m. and 2:00 p.m. daily, unless the majority of the teachers in a particular school and the administration responsible for that school agree to a different arrangement respecting lunch periods.

ARTICLE 33 - SICK LEAVE

- .01 Where a teacher is sick he/she shall be entitled to sick leave during his/her illness and to be paid his/her salary during his/her sick leave. The leave shall be twenty (20) teaching days at the beginning of the school year and shall accumulate on the basis of Article .02 following.
- .02 Where the employment of a teacher is continued for more than one (1) year, the unused portion of the sick leave in any year(s) shall be carried forward and accumulated from year to year to a maximum of:
- 40 teaching days in the second year
 - 60 teaching days in the third year
 - 80 teaching days in the fourth year
 - 100 teaching days in the fifth year
 - 120 teaching days in the sixth year
 - 124 teaching days in the seventh and subsequent years
- .03 5/12 of all benefits with respect to the Unemployment Insurance Commission premium reduction shall revert to the Frontier Teacher's Association.

ARTICLE 34 - COMPASSIONATE LEAVE

- 34.01 a) Up to five days of absence will be allowed without loss of salary to a teacher in the case of death or serious illness in his/her immediate family. Immediate family shall be defined as: spouse, child or children, mother, father, legal guardian, brother, sister, grandparents, grandparents in-law, grandchild(ren), mother-in-law and father-in-law.
- b) In the case of a brother-in-law or sister-in-law, son-in-law and daughter-in-law, the teacher shall be granted up to three days leave of absence without loss of salary to attend the funeral.
- c) In the case of the death of an uncle or aunt, the teacher will be granted up to one day leave of absence at the cost of a non-certified substitute to attend the funeral.
- 34.02 The substitute teacher's salary shall be paid by the Division when the regular teacher is absent for reasons outlined in 34.01. Should compassionate leave be approved beyond the allotted amount, the Division may reduce the teacher's salary by the cost of the substitute for each such day.
- 34.03 Application for compassionate leave with pay shall be made in writing to the Division at the earliest opportunity by the teacher concerned, but not later than ten teaching days following the teacher's return to duty.

ARTICLE 35 - FAMILY MEDICAL LEAVE

In the event that medical services or home care are necessary for children and/or spouse of teachers but not covered under 33.01(a), a teacher may be allowed up to three (3) days special medical leave. These days will be deducted from their cumulative sick leave.

ARTICLE 36 - PARENTING LEAVE

Leaves for Maternity, Parental or Adoptive purposes shall be in accordance with the Employment Standards Code of the Province of Manitoba.

E.I. Benefit Top-Up

- a) A teacher taking maternity leave pursuant to this article shall be entitled to receive pay for the period of leave up to seventeen (17) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits (SUB) Plan with Human Resources Development Canada.
- b) In respect of the period of maternity leave, payments made according to the SUB Plan will consist of the following:
 - i) For the first two weeks, payment equivalent to 90% of her gross salary, and
 - ii) Up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and 90% of her gross salary.
- c) A teacher taking parental or adoptive leave pursuant to this article shall be entitled to receive pay for the period of leave up to ten (10) weeks in the amount of ninety percent (90%) of the salary being received at the time leave was taken, this pay to include any benefits received from Human Resources Development Canada to a Supplemental Unemployment Benefits (SUB) Plan. The implementation of this clause is subject to the successful arrangement of a Supplemental Unemployment Benefits Plan with Human Resources Development Canada.
- d) In respect of the period of parental or adoptive leave, payments made according to the SUB Plan will consist of the following:
 - i) For the first two weeks, either payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of gross salary where the two week waiting period has been served or payment equivalent to ninety (90% of gross salary; and
 - ii) Up to eight (8) additional weeks payment equivalent to the difference between the Employment Insurance benefit the employee is eligible to receive and ninety (90%) of gross salary.

ARTICLE 37 - PATERNITY LEAVE

Upon request, a teacher shall be granted three days of paternity leave without loss of salary or benefits to attend to needs directly related to the birth of his children. At the teacher's option such leave may be taken at the time between the day of the birth of his children and three (3) days following the discharge from hospital of the mother or the child(ren). The days of leave need not be taken consecutively.

ARTICLE 38 - SABBATICAL LEAVE

After having taught three years within the Frontier School Division, a teacher may be granted Sabbatical Leave for the purposes of study under the following terms:

- a) The teacher shall be given leave of absence for one year or two years. Approval of sabbatical leave shall be conditional upon the teacher and the Division reaching mutual agreement relative to the position to which the teacher shall return following the expiration of the sabbatical leave. Sabbatical leave payment shall be payable for only the first year of leave.
- b) To a teacher granted such leave of absence, and in lieu of any salary, the Division shall pay the teacher in accordance with the following scale:

<u>Continuous Years of Service</u>	<u>% of Salary Paid*</u>	<u>Years of Service Following Sabbatical Leave</u>
3	55	3
4	60	3
5	65	3
6	70	3
7	75	2

- * Salary shall be based on Agreement in effect during year sabbatical leave commences. Salary does not include allowances.
- c) Payment of the sabbatical leave allowance shall be made in accordance with terms to be agreed upon by the teacher and the Division.
 - d) Sabbatical Leave shall not constitute a break in tenure but will not count as a year of experience for the purpose of increments.
 - e) Not more than two percent of the teaching staff as of June 30th of the year previous to that in which the sabbatical leave is to start shall be absent on sabbatical leave in any school year.
 - f) The teacher shall agree to return to Frontier School Division's employment following the expiration of the leave and shall further undertake not to resign or to retire from the services of the Division for the period of time indicated in (b) above. If this agreement is broken by the teacher, the teacher will reimburse the Division on a pro-rata basis. If this agreement is broken by the Division, the teacher will not be required to reimburse the Division.
 - g) In the event of a teacher dying while on sabbatical leave, the amounts paid on the leave allowance prior to the date of death shall not be recoverable by the Division.

ARTICLE 38 - SABBATICAL LEAVE (cont'd)

- h) A teacher, having completed his/her year of sabbatical leave, shall return to a position in the Division.
- i) Moreover, the application for sabbatical leave shall be filed with the Chief Superintendent not later than March 31st of the school year preceding that for which leave is desired, and must be accompanied by a statement outlining the courses to be studied and an estimate as to the values of the leave to the teacher and to the Frontier School Division.
- j) All applications and other information being considered in the review of each application shall be made available to each member of the Sabbatical Leave Review Committee ten (10) working days prior to the review of the applications by the committee as a whole.
- k) Approval or denial of sabbatical leave shall be decided by Frontier School Division Board of Trustees.

ARTICLE 39 - LEAVE FOR WRITING EXAMS

- a) Teachers requiring leave to write exams during school hours shall be granted up to a maximum of one (1) day's leave without loss of pay.
- b) Confirmation from the educational institution from which the course is being taken indicating the date, time and required place of examination writing must be submitted to the Board at least ten (10) teaching days prior to the examination date.

ARTICLE 40 - YEARLY PERSONAL LEAVE

- a) Subject to subsection (c), each teacher shall be granted a maximum of two days leave with pay per school year.
- b) The teacher shall submit a Request for Leave Form at least five days prior to the leave date. In cases of emergency, the five day request shall be waived.
- c) The number of teachers taking personal leave in any one school on the same day may be limited to 15%.
- d) In schools of less than seven (7) teaching staff, leave may be limited to one (1) teacher.
- e) Where teaching couples are in a school the same day leave may be granted to both upon request.
- f) Personal leave cannot be used to extend vacations. Vacations being defined as Summer Break, Christmas Break and Spring Break.

Note: See Letter of Understanding for teachers on staff in Churchill effective June 30, 2005.

ARTICLE 41 - LEAVE WITHOUT PAY

- a) In all cases of absence for duties other than reasons heretofore stated in this Agreement, permission of the Board shall be obtained and any employee thus absent from duty shall have 1/200th of salary deducted for each day of absence.
- b) Leave without pay and without loss of tenure rights may be granted upon request after a teacher has had three (3) years of service within the Division, if the request is received on or before April 30th. The Division shall respond no later than May 15th.
- c) Special leave without pay and without loss of tenure rights may be granted to any teacher on the permanent staff where the request arises from conditions beyond the teacher's control or where the teacher is leaving for further study, or for other reasons deemed suitable by the Division if the request is received on or before April 30th.

The Division shall respond no later than May 15th.
- d) A teacher on long term leave of absence is still considered to be on contract to the Board and if the teacher does not intend to return, notice in accordance with the Form 2 agreement shall be given. Upon return, a teacher will be offered a position, if possible, in the same community that he/she was in previous to the leave.

ARTICLE 42 - LEAVE OF ABSENCE FOR EXECUTIVE DUTIES

Effective Date of Signing – Fall Term 2009

- a) A teacher, being a member of the Manitoba Teachers' Society Executive Committee, or of a committee of the Society, or being appointed an official representative or delegate of the Society to attend a meeting of the committee of which he/she is a member, or to act as a representative of a delegate of the Society in a matter of Society business requiring absence from school, shall have the right to attend such meetings or to act as representative or delegate, and shall be excused from school duties for either purposes or both purposes for not more than a total of five teaching days in any school year, provided that a substitute satisfactory to the Division can be secured, and that the cost of providing a substitute is assumed by the Society and shall not be a charge upon the Division. The maximum total leave for executive duties shall not exceed ninety (90) days in any school year. Additional leave of absence up to eight days in the school year shall be granted to each of the four members of the Negotiating Committee of the Association and an additional leave of absence up to fifty (50) days in the school year shall be granted to the President of the Association. Any days in addition to the above shall be subject to the approval of the Chief Superintendent.

ARTICLE 43 - LEAVE OF ABSENCE – ASSOCIATION PRESIDENT

The Association President may be granted a leave of absence for a one year period with all salary and benefits reimbursed to the Division by the Association. Should housing be required for the President's replacement, the President will relocate at the Association's expense.

For any other leaves of absence less than 100%, the Division will agree to the leave for the President provided the following conditions are met:

- Division shall be reimbursed all salary and benefits
- Sufficient housing in the community for the replacement
- Availability of an acceptable replacement teacher
- Changing assignment acceptable to the Division

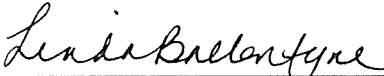
ARTICLE 44 – DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2009 to June 30, 2010, inclusive.

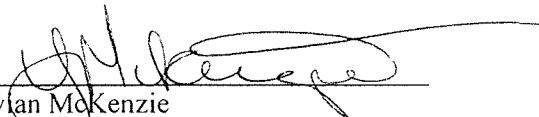
IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 26th DAY OF February, A.D. 2010.

SIGNED AND AGREED ON BEHALF OF FRONTIER SCHOOL DIVISION


SIGNED AND AGREED ON BEHALF OF THE FRONTIER TEACHERS' ASSOCIATION OF THE MANITOBA TEACHERS' SOCIETY



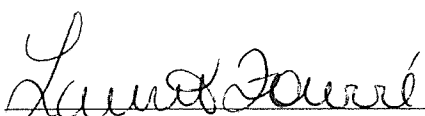
Linda Ballantyne
Chairperson, Board of Trustees



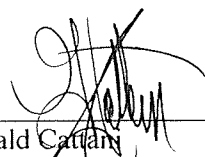
Vivian McKenzie
President



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



Laurie Fourré
Secretary



Gerald Cattani
Secretary-Treasurer

ADDENDUM ITEACHER TRANSPORTATION
MOST PRACTICAL ECONOMICAL MEANS OF TRANSPORTATION

Barrows Junction	Car OR Bus – Winnipeg to Mafeking and taxi to Barrows Junction
Berens River	Schedule Air Service
Bissett	Car
Brochet	Schedule Air Service
Camperville	Car OR Bus
Churchill	Schedule air Service OR Train
Cold lake (Sherridon)	Train OR Bus to Cranberry Portage and car/taxi to Cold Lake OR Car
Cormorant	Car OR Bus OR Train – Winnipeg to The Pas and train Taxi/Car to Cormorant OR Train – Winnipeg to Cormorant
Cranberry Portage	Car OR Bus
Crane River	Car OR Bus – Winnipeg to Ste. Rose and taxi to Crane River
Cross Lake	Car OR Scheduled Air Service OR Bus
Dauphin	Car OR Bus
Duck Bay	Car
Falcon Beach	Car OR Bus
Gillam	Car OR Schedule Air Service OR Bus
God's lake Narrows	Scheduled Air Service
Grand Raids	Car OR Bus
Granville Lake	Schedule Air Service where applicable OR charter
Gypsumville	Car OR Bus
Ilford	Train OR Schedule Air Service where applicable OR charter air services
Leaf Rapids	Car OR Bus
Lynn Lake	Car OR scheduled Air Service OR Bus
Matheson Island	Car to end of the road and boat to Matheson Island OR Bus – Winnipeg to Riverton and taxi to end of the road and boat to Matheson Island
Moose Lake	Car
Norway House	Car OR Scheduled air Service OR Bus
Pelican Rapids	Car OR Bus – Winnipeg to Mafeking and taxi to Pelican Rapids
Peonan Point	Car
Pikwitonei	Train OR Bus to Thompson or Wabowden and train to Pikwitonei OR Car to Thompson or Wabowden and train to Pikwitonei
Pine Creek	Car OR Bus
Pine Dock	Car OR Bus – Winnipeg to Riverton and taxi to Pine Dock
Red Sucker Lake	Schedule Air Service
Rorketon	Car

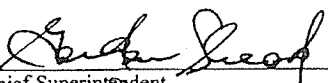
ADDENDUM 1 (cont'd)TEACHER TRANSPORTATION
MOST PRACTICAL ECONOMICAL MEANS OF TRANSPORTATION (cont'd)

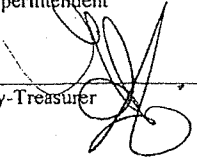
Snow Lake	Car OR Bus
South Indian Lake	Schedule Air Service OR Car
Stevenson Island	Schedule Air Service
Thicket Portage	Train OR Bus to Thompson or Wabowden and train to Thicket Portage OR Car to Thompson or Wabowden and train to Thicket Portage
Thompson	Car OR Bus – Winnipeg to Thompson
Wabowden	Car OR Bus
Wanipigow	Car
Waterhen	Car

Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.

Signed and agreed on behalf of
The Frontier School Division

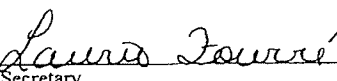

Board Chairperson


Chief Superintendent


Secretary-Treasurer

Signed and agreed on behalf of
the Frontier Teachers' Association
Of The Manitoba Teachers' Society


President


Secretary


**Letter of Understanding
Between
The Frontier School Division
and
The Frontier Teachers' Association
of The Manitoba Teachers' Society**

Re: Moving out expenses – Teachers from former Churchill School District employed on June 30, 2005.


The Parties herewith agree that teachers from the former Churchill School District and employed in Churchill on June 30, 2005 shall be paid outward moving expenses, including personal belongings, excluding the cost of transporting automobiles, trailers, boats, etc. from Churchill. These moving expenses are to be paid up to \$300.00 for each teacher, provided that receipts are submitted in support of the expenses within sixty days. This allowance shall be paid to teachers who remain in the employ of the Duke of Marlborough School for at least three (3) years and who are employed there on June 30, 2005.

Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.

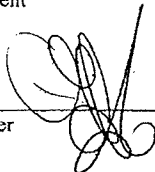
Signed and agreed on behalf of
The Frontier School Division



Board Chairperson



Chief Superintendent




Secretary-Treasurer

Signed and agreed on behalf of
The Frontier Teachers' Association
of The Manitoba Teachers' Society



President



Secretary

GB	DK
MB	HM
RD	DO
CG	GP
DH	JS
RH	TS

**Letter of Understanding
Between
The Frontier School Division
and
The Frontier Teachers' Association
of The Manitoba Teachers' Society**

Re: Annual Travel – Teachers from former Churchill School District employed on June 30, 2005.

Staff currently employed at Duke of Marlborough School on June 30, 2005, such grandfathering to be in effect until such time as they are no longer employed at Duke of Marlborough School.

- .01 In each teaching year (September through June) teachers will be granted a travel allowance amounting to one return airfare from Winnipeg to Churchill for themselves and their immediate family. Immediate family is defined as spouse and dependent children.
- .02 The above noted case applies only if the spouse is not already receiving travel for the family. If the spouse does receive travel for the family, travel will be granted to the teacher only.
- .03 An allowance equal to one Bargain Fare from Winnipeg to Churchill will also be payable in each teaching year to the teacher only. In the second year of employment for the District, the teacher's family will also be entitled to one Bargain Fare – Winnipeg to Churchill.
- .04 The allowance equal to the return airfare as mentioned in .01 above shall be paid to each teacher at the beginning of September. The allowance equal to the most economical Bargain Fare rate as mentioned in Article .03 above as at the beginning of the Fall term shall be paid to each teacher by the beginning of December.

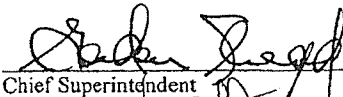
Teachers who have indicated they will be leaving the employ of the School District on June 30th shall provide proof of the above travel or intention to travel no later than May 31st. Teachers continuing in the employ of the School District shall supply proof by September 15th. Failure to provide the above proof will result in deduction of travel payments from the teacher's June or December pay cheque.

Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.

Signed and agreed on behalf of
The Frontier School Division



Board Chairperson



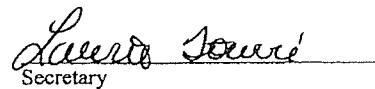
Chief Superintendent

Secretary-Treasurer

Signed and agreed on behalf of
The Frontier Teachers' Association
of The Manitoba Teachers' Society



President



Secretary

Letter of Understanding
between
The Frontier School Division
and
The Frontier Teachers' Association
of The Manitoba Teachers' Society

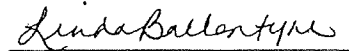
Re: Annual Travel – Teachers from former Lynn Lake School District employed on June 30, 2005

Staff currently employed at West Lynn Heights School, Lynn Lake, employed on June 30, 2005, such grandfathering to be in effect until such time as they are no longer employed at West Lynn Heights School.

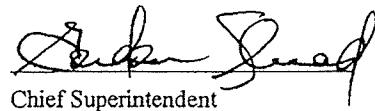
An Annual Transportation Allowance of one thousand and sixty-one dollars (\$1,061) will be paid to each teacher on final cheque of June.

Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.

Signed and agreed on behalf of
the Frontier School Division

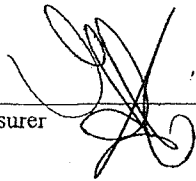


Board Chairperson



Chief Superintendent

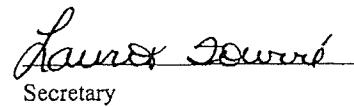
Secretary-Treasurer



Signed and agreed on behalf of
the Frontier Teachers' Association
of The Manitoba Teachers' Society



President



Secretary

**Letter of Understanding
Between
The Frontier School Division
and
The Frontier Teachers' Association
of The Manitoba Teachers' Society**

Re: Incumbent Protection Clause re Frontier teachers on staff prior to June 30, 2005 will remain in effect for those previously covered by the following re July 1, 2000 to June 30, 2002 Frontier Collective Agreement:

INCUMBENT PROTECTION CLAUSE

- a) Teachers at present on staff who are receiving a housing allowance which would be reduced through the implementation of the revised 1990 housing allowance policy shall continue to receive a housing allowance at the 1989 rates until such time as the 1990 policy provides an allowance equal to or greater than the 1989 rates.
- b) Teachers on permit as of January 1, 1980 shall have the number of years teaching experience gained prior to becoming qualified recognized for increment purposes provided that the teacher is certified by the Province of Manitoba.
- c) A vocational industrial teacher who is engaged to teach in the Division prior to December 31, 1996 shall be placed on the Salary Schedule at one classification higher than the classification recognized for grant purposes by the Department of Education.

The Division shall recognize one year of experience on the Salary Schedule for each year of qualified vocational or partial experience.

- d) Teachers who receive the isolation allowance at the effective date of this Agreement will continue to receive the applicable allowance until termination of employment with Frontier School Division as per the rates effective at January 1, 1996.

cont'd


Letter of Understanding re Incumbent Protection Clause (cont'd)

ISOLATION ALLOWANCE

Effective January 1, 1996

Location	Single Rate	Dependent Rate
San Antonio	587	847
Wanipigow	587	847
Barrows	476	720
Pelican Rapids	476	720
Crane River	476	720
Duck Bay	476	720
Waterhen	476	720
Skownan	476	720
Pine Dock	476	720
Gypsumville	476	720
Falcon Beach	476	720

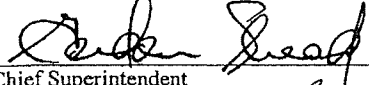
Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.Signed and agreed on behalf of
The Frontier School DivisionSigned and agreed on behalf of
The Frontier Teachers' Association
of The Manitoba Teachers' Society




Board Chairperson



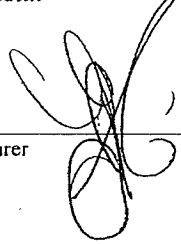
President



Chief Superintendent



Secretary



Secretary-Treasurer

**Letter of Understanding
Between
The Frontier School Division
and
The Frontier Teachers' Association
of The Manitoba Teachers' Society**


Re: Yearly Personal Leave – Teachers from former Churchill School District employed on June 30, 2005.

During each school year, each teacher may apply to the Board once for two consecutive days or twice for one day of personal leave for which no deduction in pay will be made. Such requests will not be unreasonably withheld. Whenever possible the teacher will notify the Board a minimum of three days in advance of taking personal leave to facilitate administration arranging for a substitute. This leave shall not be used to extend Christmas, Spring or Summer Break.

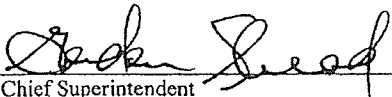
Dated at Winnipeg in the Province of Manitoba on 1st day of June, 2007.

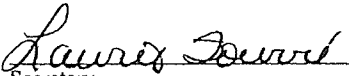
Signed and agreed on behalf of
The Frontier School Division

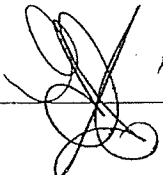
Signed and agreed on behalf of
The Frontier Teachers' Association
of The Manitoba Teachers' Society


Board Chairperson


President


Chief Superintendent


Secretary


Secretary-Treasurer

LETTER OF UNDERSTANDING
Between
FRONTIER SCHOOL DIVISION
And
FRONTIER TEACHERS' ASSOCIATION

RE: AREA 1 PRINCIPAL

This letter sets forth the understanding reached between Frontier School Division and Frontier Teachers' Association with respect to creating a new full-time Area 1 Principal position commencing in the 2009-2010 school year for a period of three to four years, with a possibility of leading to a permanent position. The position shall be open to teaching staffs employed by Frontier School Division.

The parties agreed to the following job posting:

The Area 1 Principal shall report to the Area 1 Superintendent and must have the following qualifications:

- A Bachelor of Education and a Master's Degree in Education Administration.
- A valid Manitoba Teacher's Certificate.
- At least five years of administrative experience as Principal in a Nursery/Kindergarten to Grade 12 school in a northern setting.
- Demonstrated experience with principal and vice-principal evaluations.
- Experience working with external agencies, Chiefs and Councils, Mayors and Councils, and partners.
- Experience in developing and implementing innovative courses, programs, and activities for students, including at-risk students.
- Experience leading innovative and alternative program delivery and differentiation with students.
- Experience in Division projects in various educational areas.
- Demonstrated record of organizing, conducting and presenting professional development for teaching and support staff.
- Demonstrated record of school facility planning and management.

- Demonstrated use of current best practices regarding teaching, learning and curriculum assessment.
- Demonstrated record of completing credentials in appropriate areas and applying training/professional development to the benefit of schools, Area and Division.
- Experience in assessing school effectiveness and developing school improvement plans.
- Knowledge and application of current educational research and literature.
- Knowledge and implementation of effective schools correlates.
- Excellent communication, interpersonal, and team building skills.
- Ability to work in a team environment, communicate and work positively with parents, school committees, including elected leaders.
- Ability to work with teachers to promote inclusive schooling.
- Ability to work in and respond to a demanding, fast-paced environment.
- Demonstrated use of administrative and educational technology.

Allowance and Benefits

The Area 1 Principal's allowance shall be based upon the average of the top four principals' positions basic administrative allowance (2008-2009 rates), excluding Helen Betty Osborne Ininiw Education Resource Centre, as follows:

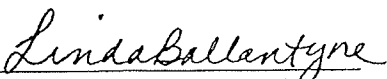
Gillam School	\$18,986.99
Wanipigow School	\$18,768.99
Jack River School	\$18,768.48
Berens River School	\$18,549.97


The successful applicant who is currently receiving an allowance greater than the average of the top four shall continue to receive his/her current allowance.

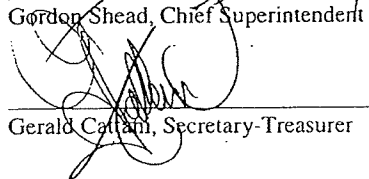
The successful applicant shall be eligible for benefits in accordance with the Collective Agreement between Frontier School Division and Frontier Teachers' Association (July 1, 2006 to June 30, 2009) or as negotiated following the expiration of the current Collective Agreement.

Dated at Winnipeg in the Province of Manitoba this 1st day of MAY, 2009


Signed and Agreed on Behalf of
Frontier School Division

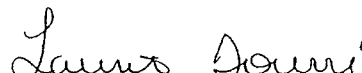

Linda Ballantyne, Board Chairperson


Gordon Shead, Chief Superintendent


Gerald Cattani, Secretary-Treasurer

Signed and Agreed on Behalf of
Frontier Teachers' Association of the
Manitoba Teachers' Society


Vivian McKenzie, Acting President


Laurie Fourre, Secretary