

## **Memorandum of Agreement**

**Between**

**Frontier School Division  
(the "Division")**

**-and-**

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

### **WHEREAS:**

- a) Despite extensive recruitment efforts undertaken by the Division since November 2021, which included creating and staffing a Recruitment Officer position dedicated to teacher recruitment and implementing a \$5,000 recruitment incentive for eligible teachers hired for the 2022-2023 school year, the Division continues to face significant challenges in hiring a full complement of qualified teachers;
- b) In the last two years, and despite the recruitment efforts described in paragraph (a), above, the Division has experienced increased difficulty recruiting and retaining qualified teachers from other jurisdictions. Differences in how Manitoba assesses qualifications and teaching experience, as compared to other jurisdictions, contributes significantly to these difficulties. Manitoba's process for teacher classification and recognition of teaching experience determine placement on the Division's salary schedule, pursuant to the Collective Agreement between the Division and the Association.
- c) Recruitment efforts for the 2023-2024 are underway; and
- d) The Division and the Association recognize the importance of maintaining a full staffing complement of qualified teachers and enter into this Memorandum of Agreement with a view to achieving that aim.

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

- 1) This Memorandum of Agreement is made separate and apart from the Collective Agreement between the Association and Division (the "Collective Agreement").
- 2) For the purposes of this Memorandum of Agreement, "Salary" shall mean base salary and shall be exclusive of allowances or any other compensation.
- 3) An "Eligible Teacher" is one who meets all of the following criteria:
  - a. Is certified, or is eligible to become certified, as a teacher in Manitoba;

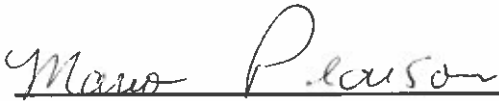
- b. Has not worked as a teacher in Manitoba for at least five (5) years prior to September 1 of the school year in which they are seeking employment with the Division as an Eligible Teacher;
  - c. Has been employed as a certified teacher in a jurisdiction acceptable to the Division other than Manitoba;
  - d. In the most recent year of their employment described in paragraph 3(c) herein, was entitled to a Salary greater than the Salary to which the teacher would be entitled pursuant to the Collective Agreement based on the classification and experience determined by Manitoba Teacher Certification if employed by the Division in the school year for which they are seeking employment with the Division; and
  - e. Has provided proof of their previous years' Salary satisfactory to the Division.
- 4) If the Division employs an Eligible Teacher on a Teacher General or Limited Term Contract:
- a. Notwithstanding Article 8.01 of the Collective Agreement, the Division may classify the Eligible Teacher at a higher class than that determined pursuant to the Manitoba Teaching Certificates and Qualifications Regulation, M.R. 115/2015 (which is referred to in article 8.01 of the Collective Agreement by its former name, "Manitoba Regulation 515/88R"); and
  - b. Further, and in addition to Articles 9(a) and 9(d) of the Collective Agreement, the Division may recognize for increment purposes additional years of experience to a maximum of ten (10) years of teaching experience not otherwise recognized pursuant to the Articles 9(a) and 9(d) of the Collective Agreement or pursuant to Manitoba Teaching Certificates and Qualifications Regulation, M.R. 115/2015.
- 5) The Division and the Association expressly acknowledge and agree that, in administering Article 4 of this Memorandum of Agreement, the Division shall determine the Eligible Teacher's placement on the Frontier Salary Schedule, as set out at Article 7 of the Collective Agreement, so that the Eligible Teacher is entitled to a Salary equivalent to, or close to equivalent to, the Salary to which the Eligible Teacher was entitled for the most recent year of employment described at paragraph 3(c) herein.
- 6) Except as expressly modified herein, the Division and the Association acknowledge and agree that the provisions of the Collective Agreement apply to Eligible Teachers. For clarity, following an Eligible Teacher's placement on the salary schedule in accordance with this Memorandum of Agreement, they shall advance on the salary schedule pursuant to Article 9(c) of the Collective Agreement.
- 7) The Division and Association agree that this Memorandum of Agreement comes into effect on the date it is signed. Where necessary to ensure retention of existing teachers, the Division may apply this Memorandum of Agreement retroactively to any teacher hired by the Division in the past two (2) years, who would have otherwise qualified as an Eligible Teacher at the time of hire.

- 8) This Memorandum of Agreement is intended to remain in effect until the first Manitoba provincial Collective Agreement for Teachers is ratified.

Dated at Winnipeg in the Province of Manitoba on this 26<sup>th</sup> day of May, 2023.


Signed and agreed on behalf of  
The Frontier School Division

  
\_\_\_\_\_  
Linda Ballantyne  
Chairperson, Board of Trustees

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

  
\_\_\_\_\_  
Paul Critchley  
Interim Secretary-Treasurer

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

  
\_\_\_\_\_  
Aaron Cable  
President

  
\_\_\_\_\_  
Laurie Fourné  
Secretary