

CUSTODIAL AGREEMENT

FLIN FLON SCHOOL DIVISION

- and -

**UNITED STEELWORKERS
LOCAL 9338**

July 1, 2018 – June 30, 2022

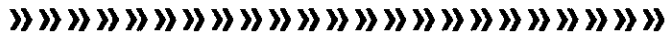


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DEFINITIONS OF EMPLOYEE

PERMANENT: Is a full time or part time employee who works on a regular re-occurring basis.

TEMPORARY: Is an employee hired for a specified period of time or until the occurrence of a specified event. A temporary employee hired for a least one hundred (100) days in each of two consecutive work years, shall be hired as a permanent employee on their one hundred and fiftieth (150) workday of the second year. Seniority is retroactive to the first day of hire as a temporary employee.

Benefits other than seniority shall commence on the first working day of the third (3rd) consecutive year.

CASUAL: Is an employee who is employed on an irregular and unscheduled basis. A casual employee is not covered by this agreement.

ARTICLE 1 - PREAMBLE

1:01 Whereas the primary purpose and concern of the School Division is the education of children in the community, rendered both directly through the teaching staff and indirectly through its auxiliary staff of the Division, it is clearly understood that at all times and under all circumstances first consideration will be given to the educational needs of the community.

1:02 In becoming parties to this agreement, the signatories recognize that it shall be the duty of the Division and employees alike to co-operate fully, individually, and collectively, for the advancement of conditions for mutual benefit and in the interest of public service.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Union recognizes the right of the Division to determine matters in respect to employment, subject to the provisions of this Agreement, the operating of the schools and direction of the workforce, including the right to hire, suspend or discharge for just cause, to assign to jobs, to classify, to promote, to transfer employees among the schools, to increase, decrease or reorganize the workforce, to determine the services necessary for the most efficient operation of the schools, is clearly a function of management and is vested exclusively in the Division or its agent. The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.

2:02 The Division agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to provisions of the grievance procedure.

ARTICLE 3 - UNION RECOGNITION

- 3:01 The Division, or anyone authorized to act on its behalf, approves and recognizes that the Union is the sole bargaining agent for all its employees who are covered in the bargaining unit defined in Certificate Number MLB 6662.
- 3:02 Should a dispute arise concerning whether a particular job comes within the bargaining unit covered by this Agreement, the matter may be submitted by either party to the Manitoba Labour Board for decision.
- 3:03 Work normally performed by employees within the bargaining unit or similar work which has been performed by employees in the past shall continue to be performed by employees within the bargaining unit.
- 3:04 It is further agreed that persons whose regular jobs are not confined within the framework of the definition of the said bargaining unit, shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available. This Article does not apply to the Maintenance Supervisor.
- 3:05 The Union is to advise the Division who the stewards are.
- 3:06 The Division acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Division plus the International Representative may attend the meetings. The personnel of such Committee shall be communicated to the Division.

ARTICLE 4 - NON-DISCRIMINATION/HARASSMENT

- 4:01 The Employer and the Union jointly agree that there shall be no discrimination/harassment against any employee because of Union membership or non-membership or Union activity.
- 4:02 It is further agreed that there shall be no discrimination against any employee as defined by the Human Rights Code or any other applicable legislation.

ARTICLE 5 - HOURS OF WORK

- 5:01 Full time hours of work shall be forty (40) hours per week, eight (8) hours per day.
- 5:02 The day shift employee will have a one (1) hour unpaid meal interval provided between the hours of 12 and 1:00 p.m. daily unless otherwise designated by the **Designated Division Representative**, for just cause.

- 5:03 For the afternoon shift employees, a one-half ($\frac{1}{2}$) hour paid meal interval will be taken between the third and fifth hour on each shift.
- 5:04 Employees shall be afforded a rest period of fifteen (15) minutes for each two and one-half ($2\frac{1}{2}$) hours worked to a maximum of two (2) breaks per day.
- 5:05 An employee required to change **their** shift shall be guaranteed **their** regular hours every bi-weekly pay period.
- 5:06 The commencement of summer hours shall be as determined by the Division.
- 5:07 Summer hours shall consist of four (4), ten (10) hour days Monday through Thursday, inclusive.
- 5:08 All hours worked up to ten (10) hours in a day and forty (40) hours in a week shall be paid at straight time.
- 5:09 The July and August statutory holidays shall be paid at eight (8) hour days.
- 5:10 In case of illness during designated summer periods, the employee will be paid sick leave and the Division will deduct sick time equivalent to the assigned hours of work.
- 5:11 Wherever possible and keeping operational requirements in mind, hours will be assigned to employees to move them closer to full time hours before hiring additional part time employees.

ARTICLE 6 - OVERTIME

- 6:01 Overtime shall not be performed or paid unless authorized by the Division or Division designates.
- 6:02 When an employee is directed to work beyond eight (8) hours/day or eighty (80) hours bi-weekly, such hours shall be considered overtime and shall be paid at one and one-half ($\times 1\frac{1}{2}$) the employee's regular hourly rate.
- 6:03 Employees who are directed to return to work, as the result of a callout, shall receive a minimum of four (4) hours pay at the applicable overtime rate.
- 6:04 Full-time employees shall be paid at one and one-half ($\times 1\frac{1}{2}$) times the regular hourly rate if required to work **their** regular scheduled days off.
- 6:05 It is understood that when an employee is required to work such overtime **they** shall perform such work as the **Designated Division Representative** deems necessary to maintain efficient and effective operations. The **Designated Division Representative** further agrees that, should overtime be required, such overtime will be shared among the

available staff.

Overtime will be rotated amongst the custodial employees on the basis of seniority within the Division. The custodial employee will have the option to refuse or accept an overtime shift. If the custodial employee accepts or refuses the shift, their name will be placed at the bottom of the call out list. Custodial employees will not have the opportunity for further overtime until such time as their names are at the top of the call out list.

6:06 Provided an employee is presently on duty **they** shall be entitled to receive a maximum of one (1) hour at overtime premium of one and one-half (1½) times the regular hourly rate for additional work as a result of adult use of a school.

ARTICLE 7 - DISCHARGE/DISCIPLINE

7:01 An employee discharged or suspended for just cause shall be notified in writing within two (2) working days by the Division of the reason or reasons for such discharge or suspension. The Division shall furnish the Union with a copy of such discharge or suspension notice.

7:02 If an employee feels that **they have** been unjustly suspended or discharged, **they** shall have the right to appeal through the grievance procedure. Such appeal must be filed in writing, by the Union with the Division within six (6) working days after the date of notification of suspension or discharge and unless so fixed, the right of appeal shall be lost, unless time limits are extended by mutual agreement in writing.

7:03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in **their** former position, or a comparable position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to the wages **they** would normally have earned had **they** not been discharged.

ARTICLE 8 - LEAVE OF ABSENCE

8:01 Leave of Absence Without Pay

When the requirements of the Division operations permit, employees, for satisfactory cause or circumstance, will be granted leave of absence for a period and under the following conditions:

- a. Application for Leave of Absence shall be made in writing to the **Designated Division Representative**.
- b. Applications for Leave of Absence shall state full particulars, including length of intended leave of absence and reason, except in the case of leave of absence of

less than seven (7) days, in which case oral application may be made.

8:02 **Leave of Absence Union Business**

- a. The Division shall grant leave of absence where requirements of the Division permit, without pay for work of an official nature for the Union or the purpose of attending seminars, conferences and conventions.

The Union shall inform the **Designated Division Representative**, of the leave, in writing, as soon as possible, however, not later than five (5) working days prior to such leave. Such notice shall include the date(s) of leave and name(s) of the affected employee(s).

The maximum allowable in one (1) school year will not exceed a combined total of sixty (60) working days for the local members of Flin Flon School Division. The maximum number of days per school year may be extended by mutual agreement.

- b. The Division shall grant an employee a leave of absence without pay of not more than one (1) year for Union business, providing the employee has requested this leave in writing and the Union has approved the request. This leave may be extended for additional one-year periods.
- c. Should the President of Local **9338**, be an employee of Flin Flon School Division, **they** shall have access up to ten (10) days without pay per school year, for work of an official nature for Local **9338** members not employed by Flin Flon School Division.

The President shall inform the Superintendent or designate, of the leave, in writing, as soon as possible, however, not later than five (5) working days prior to such leave. Such notice shall include the date(s) of leave.

8:03 **Bereavement Leave**

- a. At the time of death the Division shall grant up to three (3) days leave of absence with pay, plus up to an additional three (3) days if travel is required, for the following:

Spouse, father, mother, children, brother, sister, grandparents, grandparents-in-law, step-parents, step-children, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

- b. In the event of the death of a spouse, child or step-child, the employee is entitled to up to an additional five (5) days bereavement leave.
- c. In the event of serious illness where death is imminent, the Division shall grant up to three (3) days leave of absence with pay for the relatives outlined in item (a).

8:04 Sick Leave

- a. Sick leave is provided for the sole purpose of providing a continuous income to an employee during periods of illness.
- b. Sick leave is not payable while employed at another job for wage or profit.
- c. Employees shall accumulate entitlement for sick leave at a rate of three (3) days for each month of active employment to a maximum of one hundred and ten (110) days. Sick leave shall not accumulate while the employee is on paid sick leave.
- d. The Division may require, by written request, the employee to furnish a certificate from a qualified medical practitioner certifying inability of the employee to attend to **their** regular duties. The cost of such medical is to be paid by the Division. Where an employee fails to furnish such a certificate upon request **they** shall not be entitled to sick leave pay for such period.
- e. A sick or disabled employee who provides periodic medical verification of **their** continuing illness or disability shall have security of employment for eighteen (18) months after sick leave benefits are exhausted.
- f. Accrued credits to a maximum of \$750.00 shall be paid upon qualification of one of the following provisions:
 - i. retirement;
 - ii. to the beneficiary of the employee in the event of death while still employed;
 - iii. on termination after ten (10) years continuous employment with the Division.
- g. In any instance where sick leave is payable and an employee is entitled to wage loss benefits from an outside source, (other than Employment Insurance Benefits and/or a private personal plan to which the employee might subscribe), the sick leave provided under this collective agreement shall be the final payer. In such instance the payment from the plan when combined with the wage loss benefit shall not be greater than the employee's regular salary.
- h. Wherever possible, employees shall make personal specialist appointments outside of working hours.

In situations where a medical appointment during working hours cannot be avoided, employees shall be expected to arrange appointments to minimize the time away from work. Where time away from work cannot be avoided, employees will be granted time off with pay to attend the appointment to a maximum of three (3) days per school year of accumulated sick leave.

8:05 **Parenting Leave**

Employees shall be entitled to Maternity, Adoptive and Parental Leave in accordance with the Employment Standards Code.

8:06 **Jury or Witness Leave**

Any employee required to be absent from duties due to attendance at a court of law for purposes of acting as either a juror or a subpoenaed witness, except in cases where the employee has initiated an action against the employer, shall do so without loss of pay. Any monies received by the employee from the Court exclusive of expenses (for example, meals, lodgings or transportation allowances) shall be paid directly to the Division upon receipt. The employee shall make **themselves** available for duty at **their** work station during regular hours when not required at court. Any employee required to be absent for these purposes, shall submit details to the **Designated Division Representative** at the earliest possible date.

8:07 **Family Sick Days**

Each employee shall be entitled to use up to five (5) days of accumulated sick leave per academic year to attend to the illness, injury or medical appointments of the Employee's spouse, parent or dependent child. Where both parents are employees of the Division, only one parent may utilize the above days at any one time unless otherwise authorized by the Superintendent.

ARTICLE 9 - WORKERS' COMPENSATION

9:01 An employee who becomes injured or ill in the course of performing **their** duties must report such injury or illness immediately to **their** supervisor.

9:02 An employee unable to work because of a work-related injury or illness will inform the Division immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers' Compensation Board (WCB). Workers' Compensation payments will be paid directly to the employee by WCB.

9:03 The Division will provide an advance from accrued sick leave up to 90% of net bi-weekly until Workers' Compensation starts payments. The employee will reimburse the Division.

9:04 In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the sick leave provisions of this Agreement.

ARTICLE 10 - UNION DUES

- 10:01 The Division shall deduct bi-weekly from the earnings of each employee union dues as certified by the Union to the Division to be currently in effect under the Union's constitution. Such deductions shall be remitted at the end of each month following, to the officer designated by the Union. The monthly remittances shall be accompanied by the names of the employees and the amount deducted from each.
- 10:02 In consideration of the Division making the compulsory check off of union dues, as therein provided, the Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions, and the proceedings of any kind and from all costs which may arise or be taken against the Division by reason of the Division making the compulsory check off of union dues provided for in Clause 10:01.
- 10:03 The Division will on or before the last day of February in each year furnish each employee with **their** T4 Information Slip showing a separate total for union dues remitted to the Union during the preceding calendar year.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11:01 Should any difference arise between the Division and any of the employees from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort will be made to settle such grievance without delay.
- 11:02 If an employee feels that **they have** been unjustly suspended or discharged, **they** shall have the right to appeal through the grievance procedure. Such appeal must be filed in writing, by the Union with the Division within six (6) working days after the date of notification of suspension or discharge, and unless so fixed, the right of appeal shall be lost, unless time limits are extended by mutual agreement in writing.
- 11:03 All grievances shall be in writing specifying the article that is in dispute and the solution sought and there shall be written documentation throughout the grievance, commencing at Step 2.
- 11:04 In order that all differences may be settled as quickly as possible, they shall be dealt with as follows:

Step 1 Any employee with a personal grievance may take the matter up with the **Designated Division Representative** within ten (10) working days of the event giving rise to the grievance. The employee may be accompanied by **their** shop steward. The **Designated Division Representative** shall reply within five (5) working days.

Step 2 Failing a satisfactory settlement in Step 1, within five (5) working days the Grievance will be presented in writing to the Superintendent of Schools, or **their** appointed representative. The Superintendent shall meet the Grievance Committee and

answer in writing within ten (10) working days.

Step 3 Failing a satisfactory settlement in Step 2, the Grievance Committee within five (5) working days shall present the case to the Board of Trustees, who shall submit a ruling within ten (10) working days.

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

ARTICLE 12 - ARBITRATION

12:01 In the event that the Division and the Union are unable to settle the grievance following Step 3, the Union may within twenty (20) working days, refer such grievance to a single arbitrator who is mutually agreeable to the parties.

12:02 In the event that the parties are unable to agree upon an arbitrator within fourteen (14) consecutive days, the matter shall be referred to the provincial Minister of Labour who shall appoint an arbitrator from the Manitoba Labour Board List.

12:03 The decision of the arbitrator shall be in writing, and be delivered to the parties hereto, and shall be final and binding upon the parties hereto, subject to the conditions that the decision shall not, without the consent and approval of the parties hereto, rescind or amend any of the terms or conditions of this collective bargaining agreement, but shall be in general accord with the scope of the terms thereof.

12:04 The arbitrator in giving his decision shall state whether it is to have a retroactive effect and from what date it shall take effect.

12:05 The Union and the Division agree that the cost of the arbitrator shall be shared equally by both parties.

12:06 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Division's premises in order to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - GENERAL HOLIDAYS

13:01 All Employees shall have the following holidays at their regular rate of pay:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day

Canada Day
Civic Holiday

Boxing Day

and any other holiday declared by the Federal or Provincial Government.

- 13:02 When a paid holiday occurs on a non-working day, the holiday shall be observed on another working day.
- 13:03 Such other working days shall be determined by joint consultation between the employees and the **Designated Division Representative**.
- 13:04 When a statutory holiday occurs during an employee's annual vacation, **they** shall be allowed to extend **their** vacation by one (1) day or shall be allowed an additional day off at a time mutually convenient to the employee and the **Designated Division Representative**.
- 13:05 An employee required to work on a statutory holiday shall be paid at the rate of two and one-half (2½) times **their** regular hourly rate.
- 13:06 An employee will be paid for a general holiday in accordance with rules set out in the applicable legislation, for example, but not limited to the Employment Standards Code.

ARTICLE 14 - VACATION WITH PAY

- 14:01 The vacation entitlement shall be calculated as to the number of years service on July 1st of each year.
- 14:02 An employee with less than one (1) year of service in the preceding vacation year shall receive vacation with pay calculated on the following formula:

$$\frac{\text{Employee Entitlement 15 Days} \times \text{Number of Months Worked}}{12}$$

- 14:03 Employees with more than one (1) year of service shall be eligible for a paid vacation as follows:
1. Fifteen (15) working days upon completion of one (1) year of continuous service, and each year thereafter.
 2. Twenty (20) working days, upon completion of five (5) years continuous service and each year thereafter.
 3. Twenty-five (25) working days upon completion of ten (10) years continuous service and each year thereafter.

- 14:04 Employees shall be allowed to a maximum carry-over of ten (10) regular vacation days to accumulate, within a three (3) year period. The scheduling of this carryover shall be as per Article 14:06.
- 14:05 The employee shall be paid a travel allowance of twenty dollars (\$20.00) for each day of regular vacation. Payment will be made on the last pay in June.
- 14:06 An employee shall take **their** vacation during the school year summer break, or at any other time mutually agreed upon.
- 14:07 The scheduling of the employee's vacation shall be by mutual agreement between the employee and the **Designated Division Representative** if the employee's preferred vacation period is submitted to the administration prior to October 1 of each year. Vacation requests submitted after October 1 may result in vacation for that year being assigned.
- 14:08 Employees shall take a maximum of fifteen (15) days vacation credit on normal work days when schools are in session, any remaining vacation credit must be taken at a time other than when schools are in session.

ARTICLE 15 - SPECIAL VACATION

- 15:01 An additional fifteen (15) working days of special vacation shall be granted to each employee upon the completion of the third (3rd) year of continuous employment with the Division and for each third (3rd) year thereafter. This clause does not apply to any employee hired after January 1, 1995.
- 15:02 To minimize interference with the normal operations of the Division, special vacation will be granted only at such times as, and in such amounts as the Division determines. The Special Vacation must be taken by the employee within the three (3) year period following the date on which **they** become entitled to it.
- 15:03 Except in the case of discharge for just cause, an employee or **their** estate, who has earned at least one (1) Special Vacation as defined in this section, and who subsequently ceases to be an employee of the Division shall be entitled to a pro-rata portion of the pay for the Special Vacation in the process of being earned during the then current Special Vacation period.

ARTICLE 16 - EMPLOYEE BENEFITS

16:01 Blue Cross Drug Plan - Effective July 1, 2011

- a. The Division shall administer a mandatory Blue Cross Drug Plan as per the terms and conditions of the Plan. The employer shall pay one hundred percent (100%) of the premiums for such a plan.

- b. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action with respect to the Drug Plan.

16.02 Blue Cross Vision Plan - Effective July 1, 2011

- a. The Division shall administer a mandatory Blue Cross Vision Plan as per the terms and conditions of the Plan. The employer shall pay one hundred percent (100%) of the premiums for such a plan.
- b. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action with respect to the Vision Plan.

16.03 Blue Cross Extended Health Plan - Effective July 1, 2011

- a. The Division shall administer a mandatory Blue Cross Extended Health Care Plan as per the terms and conditions of the MTS Blue Cross Extended Health Care Plan. The employees shall pay one hundred percent (100%) of the premiums for such a plan.
- b. The Union shall indemnify and save harmless the Division from any and all losses, costs, liabilities or expenses suffered or sustained by the Division as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the Extended Health Benefit Plan.

16:04 Dental Plan

The Division shall administer the Manitoba Blue Cross dental plan for employees, employees' spouse and dependent children in accordance with the terms of the Plan.

16:05 Northern Travel Allowance

Two dollars (\$2.00) of each hour's compensation in a calendar year as well as vacation bonus will be identified as a northern travel allowance and will be shown on the individual's annual T-4.

16:06 Pension Plan

- a. The Division shall provide the Manitoba School Boards Association (MSBA) Non-Teaching Pension Plan for all full time custodial and maintenance employees.

The Pension Plan will be retroactive to the date of employment after successful completion of the probationary period, (Refer Article 18 - Seniority), and upon completion of service and age requirements as per Section 1 - Eligibility and

Membership, of the Pension Plan.

- b. Employee contributions will be matched equally by the Division and will be integrated with the Canada Pension Plan (C.P.P.).
- c. All employees who are covered by this Agreement and who are required to enroll in the Pension Plan for Non-Teaching Employees of Public School Boards in Manitoba shall participate in the Plan according to the terms and conditions of the Plan text.

16:07 Group Life Insurance

Regulations set out under the MSBA/MTS Plan shall constitute membership. The employee and the Division will make equal contributions towards this Group Insurance Plan.

Premiums for extended coverage shall be the responsibility of the employee. All new employees hired after the effective date of the Plan will be required to join the Plan as a condition of employment.

ARTICLE 17 - WORKING CONDITIONS

17:01 All orders for employees covered by this Agreement of a routine custodial and/or maintenance nature shall be issued by the **Designated Division Representative**. Should the **Designated Division Representative** be absent or unavailable, the Principal of a school or **their** designate may issue an order of an immediate nature. In the absence of all of these aforementioned, the Superintendent or **their** designate shall assume the same responsibility.

17:02 The employee(s) must use the appropriate safety equipment issued by the Division. The employee must accept responsibility for the safety equipment issued and must report the loss or damage of any of the items so issued to **their** superior.

17:03 Without restricting Management Rights as set out in Article 2 of this Agreement, all working conditions now established by practice and negotiation and now in effect shall remain in force insofar as they are consistent with this Agreement.

ARTICLE 18 - SENIORITY

18:01 The employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and be posted on all bulletin boards of the bargaining unit. All employees shall be placed on the seniority list only after a probationary period of sixty (60) working days. The probationary period may be extended by mutual agreement between the Division and the Union. However, seniority shall date from the initial date of employment.

- 18:02 Probationary employees shall have recourse to the grievance procedure in all matters except in the case of discharge and may be discharged at any time during their probationary period at the discretion of the Division.
- 18:03 The parties recognize that job opportunity and security should increase in proportion to length of service. It is therefore agreed, that in all cases of vacancy or replacement, promotion, lay-off and rehiring after lay-off, senior employees shall be entitled to preference.
- 18:04 In cases of vacancy, replacement, promotion, lay-off and rehiring after lay-off, upgrading, downgrading or increase in work force where skill, qualification and ability are equal, length of continuous service will govern.
- 18:05 All openings shall be posted on all bulletin boards for a period of seven (7) calendar days.
- 18:06 An employee shall lose **their** seniority standing for the following reasons, when or if:
- a. the employee terminates;
 - b. the employee is discharged for just cause;
 - c. the employee fails to return to work following an authorized leave of absence;
 - d. the employee does not return to work from lay-off within the ten (10) days of being notified;
 - e. the employee is laid off for a period in excess of twelve (12) months.

ARTICLE 19 - UNIFORMS

- 19:01 The Division shall allow all employees (after completion of the probationary period) a maximum of one hundred and fifty dollars (\$150.00) to be spent annually on uniforms as authorized by the Division.
- 19:02 After the first year of employment, permanent employees will receive an annual payment of one hundred dollars (\$100.00) towards the purchase of coveralls or appropriate footwear. The payment will be made in September.
- 19:03 The maintenance and laundering of the uniform shall be the responsibility of the employee.
- 19:04 The Division will supply the Day Custodians and Maintenance Staff with one (1) winter parka every three (3) years. The parka will be repaired and/or replaced at the discretion of the **Designated Division Representative**.

ARTICLE 20 - STRIKES AND LOCKOUTS

- 20:01 The Division will not institute a lockout for any cause whatsoever during the term of this

Agreement, or while a new Agreement is being negotiated.

20:02 The Union will not cause or permit its members to cause nor will any member of the union take part in any strike, either sit-down, stay-in or other kind of strike or any other kind of interference, or any stoppage, total or partial, of any of the Division's operations, for any cause whatsoever during the term of this Agreement, or while a new Agreement is being negotiated.

20:03 The Union and the Division agree to co-operate fully in enforcement of this Article.

ARTICLE 21 - PERSONNEL FILES

21:01 An employee will be given the opportunity to examine **their** personnel file upon written request for such review to the Superintendent or designate. The employee has the right to make a copy of **their** file at **their** own expense.

21:02 The Division will have its representative present when the employee is examining **their** file.

ARTICLE 22 - WAGE RATES

22:01 Custodians, who are assigned by the **Designated Division Representative** to perform duties of a maintenance helper nature shall receive an additional one dollar (\$1.00) per hour for all hours worked on this assignment.

22:02 Custodians who are assigned to work of a qualified maintenance nature shall receive the maintenance rate for all hours worked on this assignment.

22:03 Maintenance Supervisory relief shall be paid two dollars (\$2.00) per hour above the maintenance rate.

22:04 The Division agrees to pay its employees the wage rates as follows:

July 1, 2018 – 1.6%

July 1, 2019 – 1.4%

July 1, 2020 – 0.5%

July 1, 2021 – 3.3% COLA*

***July 1, 2021 COLA determined as follows:**

In January 2022 or as soon as possible thereafter, when the twelve (12) month (January to December 2021) average annual Manitoba Statistics Canada Consumer Price Index (all items) change is made known, the increase will be applied retroactively to July 1, 2021.

All wages will be retroactive to July 1, 2018. Retroactive amounts of less than \$5 will not be paid. Interest on retroactive pay to be waived for this round of bargaining, 2018/2022 Collective Bargaining Agreement.

	July 1/18 1.6%	July 1/19 1.4%	July 1/20 0.5%	July 1/21 3.3% COLA
Custodian I	\$24.59	\$24.93	\$25.05	\$25.88
Custodian II (Day Person) WITH 5th Class Power Engineer Ticket	\$25.37	\$25.73	\$25.86	\$26.71
Custodian II (Day Person) WITHOUT 5th Class Power Engineer Ticket	\$25.13	\$25.48	\$25.61	\$26.46
Maintenance Helper	\$26.65	\$27.02	\$27.16	\$28.06
Maintenance I (Partial Completion Trade) MINIMUM Level II Apprenticeship completed	\$26.91	\$27.29	\$27.43	\$28.34
Maintenance II (Journeyman)	\$34.20	\$34.68	\$34.85	\$36.00
Shift Premiums				
Afternoons	\$0.25	\$0.25	\$0.25	\$0.25
Sunday	\$0.60	\$0.60	\$0.60	\$0.60

Any employee hired by the Division for a classification not covered by this Agreement, shall receive a rate of pay as agreed to by the parties. Wages, when set, shall consider available funding and the type of work to be performed. This clause is subject to Article 12.

ARTICLE 23 - TUITION FEES

23:01 Employees wishing to have job related course tuition fees considered for reimbursement should apply for approval, in writing to the **Designated Division Representative**. Such application should include full course particulars and costs.

23:02 It is understood and agreed by the parties, that courses taken must benefit the School Division as well as the employee in the application of **their** duties. It is further agreed that the decision of the **Designated Division Representative** may be appealed by the employee to the Board of Trustees, whose decision shall be final and binding upon the parties.

23:03 Payment for such courses will only be made upon the employee submitting proof of successful completion.

ARTICLE 24 - TRADE LICENCES

24:01 Any trade licence for Maintenance II positions or 5th Class Power Engineer's Certificate for Custodian II positions; upon proof of completion or renewal; the Division agrees to reimburse the employee for the cost of **their** ticket.

ARTICLE 25 - COPIES OF AGREEMENT

25:01 The Division and the Union desire employees to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Division will supply each employee with a copy of this Agreement.

ARTICLE 26 - EMPLOYEE PARTICIPATION IN VOLUNTARY ACTIVITIES

26:01 Over the course of one (1) academic year, for each twenty-five (25) hours of voluntary duties, up to a maximum of a total of one hundred (100) voluntary hours, an employee shall be entitled to either:

- a. A payment equivalent to one-half (½) day of salary, or
- b. A half day of Leave of Absence without salary deduction at a mutually agreeable time to the Division and the employee.

The date of such leave shall be agreed between the **Designated Division Representative** and the employee.

ARTICLE 27 - HUMANITY FUND

27:01 The Steelworkers Humanity Fund is a charitable organization which provides emergency food aid and assistance in response to international humanitarian disasters, supports food banks in Canada, and funds international development projects and development education.

27:02 The Board agrees to deduct the amount of \$0.02 per hour worked from the wages of all employees in the bargaining unit for all hours worked. Deductions and the names of all employees in the bargaining unit on whose behalf such payment has been made will be remitted quarterly to the Steelworkers Humanity Fund at the United Steelworkers, Suite 800, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7.

27:03 It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted.

For this purpose, the payroll department will note the following charitable donation number for the Humanity Fund: R119172278 RR 0001.

ARTICLE 28 - DURATION OF AGREEMENT

28:01 This Agreement shall be in effect **July 1, 2018**, and shall continue in force and in effect up to and including **June 30, 2022**, and thereafter from year to year, unless terminated or renewed as hereinafter provided.

28:02 If either party to this Agreement desires to renew, revise, or terminate this Agreement, then not less than thirty (30) days nor more than ninety (90) days prior to **June 30, 2022**, such party shall give written notice to the other party of their intent.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 12

DAY OF April AD 2022.

FLIN FLON SCHOOL DIVISION

**UNITED STEELWORKERS
LOCAL UNION 9338**

Leslie Fernandes
Chair-Board of Trustees

[Signature]
Negotiating Committee

[Signature]
Chair-Negotiating Committee

Richard + MSA
Negotiating Committee

Heather Fleming
Secretary-Treasurer

[Signature]
International Union Representative

LETTER OF UNDERSTANDING #1

Flin Flon School Division

- and -

United Steelworkers, Local 9338

Summer Students

It is herewith understood and agreed by the undersigned:

That students hired for summer employment to mow grass and other odd jobs as required shall be paid minimum wage plus one (\$1.00) dollar per hour.

And, that the intent of this hiring of summer students is not to cause the reduction of work or hours of regular employees, nor to replace casual employees where normally employed.

Dated at Flin Flon, Manitoba this 12 day of April, 2022.



Chair - Board of Trustees
Flin Flon School Division



United Steelworkers, Local 9338

LETTER OF UNDERSTANDING #2

Flin Flon School Division

- and -

United Steelworkers, Local 9338

Volunteer Projects

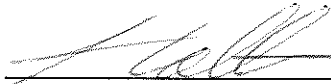
The parties hereby agree that Article 3:01 Union Recognition, does not apply to volunteer work in the Division. When volunteer projects are planned; the project will be discussed with the USW.

It is not the intent of the Division to cause the reduction of work or hours of regular employees, nor to replace casual employees where normally employed, with Volunteer Projects.

Dated at Flin Flon, Manitoba this 12 day of April, 2022.



Chair Board of Trustees
Flin Flon School Division



USW - Local 9338

LETTER OF UNDERSTANDING #3

Flin Flon School Division

- and -

United Steelworkers, Local 9338

The parties hereby agree to continue the following practice for the period **July 1, 2018 to June 30, 2022** inclusive.

CUSTODIAL

- a) Effective **July 1, 2018**, casual rate of **\$15.25** per hour + 4% vacation pay will apply for the first seven (7) consecutive days of work on the same job classification. After seven (7) days, the starting rate will be the current custodial rate; starting day eight (8) + 4% vacation pay.

Any increase to permanent staff will be applied to casual rate of pay. All monies will be retroactive to **July 1, 2018**.

Effective **July 1, 2018** casual rate of **\$ 15.25**

Effective **July 1, 2019** casual rate of **\$ 15.46**

Effective **July 1, 2020** casual rate of **\$ 15.54**

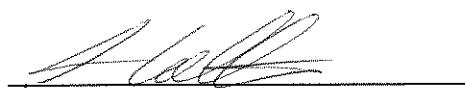
Effective **July 1, 2021** casual rate of **\$ 16.05**

- b) Can bank time at overtime rates up to a maximum of five (5) days, to be traded for time-off when no replacement required. Overtime will be paid only when it is employer initiated for emergencies.
- c) Regular vacation to be taken during the summer to avoid staff replacements. It will be the understanding that regular vacation will be taken after completion of summer cleanup.
- d) Item c) may be waived for special circumstances and will be evaluated on an individual basis.

Dated at Flin Flon, Manitoba this 12 day of April, 2022.



Chair - Board of Trustees
Flin Flon School Division



President, USW, Local 9338

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