

THE FLIN FLON SCHOOL DIVISION

- and -

UNITED STEELWORKERS
LOCAL 9338

July 1, **2022** – June 30, **2026**

EDUCATIONAL ASSISTANTS'
AGREEMENT

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DEFINITIONS OF EMPLOYEE

PERMANENT: An employee who is hired into a permanent position in either a full-time or part-time capacity and has successfully completed their probationary period as outlined in 19:01.

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

Benefits other than seniority shall commence on the first working day of the month following the attainment of permanent employment.

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 recognizes the Union as the sole and exclusive bargaining agent for those employees in the employ of the Flin Flon School Division, as described in the Manitoba Labour Board Certificate No. MLB 6665.
- 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 The Union is to advise the Division who the stewards are.
- 3:04 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 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 The normal hours of work for Educational Assistants shall be those hours specifically assigned by the Division, up to a maximum of seven (7) hours per day. The assigned hours of work may be varied by the Division upon providing to the Educational Assistant one week prior written notice. Hours of work for part-time Educational Assistants shall be as assigned.
- 5:02 Educational Assistants shall normally work the school year as prescribed by the Minister of Education and Training as set out in the Regulations to the Public Schools Act other than In-service and Administration days on which their services are not required. If Educational Assistants are required to attend **any meetings, other than disciplinary meetings if they are not currently scheduled to work**, they shall be paid their regular hourly rate for such hours of attendance.

Education Assistants who are required to attend any meetings or are authorized to work beyond their regular assigned hours of work per day, may elect to take equal time off as straight time rates for the purpose of taking the time off, not being paid out at a later

date. Up to one (1) day may be accumulated for this purpose. Time off shall not result in additional operating costs and may be taken by mutual agreement between the employee and supervisor.

- 5:03 Employees shall be afforded a rest period of fifteen (15) minutes for each two and one-half (2½) hours worked to a maximum of two (2) breaks per day.
- 5:04 An employee shall be entitled to a one hour unpaid lunch break daily unless otherwise designated by the Designated Division Representative, for just cause.
- 5:05 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 for unless authorized by the Division or Division designate.
- 6:02 Overtime shall be deemed to be time worked in excess of seven (7) hours per day or thirty-five (35) hours per week and shall be paid for at one and one-half (1½) times that employee's regular hourly rate.

An employee, subject to the approval of the Division, may accumulate up to five (5) days of overtime in the form of equivalent time off at the applicable overtime rate of pay as mutually agreed by the employee and the Division. The accumulation of overtime may be taken at a time mutually agreed upon in writing between the employee and the Division.

- 6:03 Employees shall work emergency overtime as requested by the Employer.
- 6:04 Employees who are directed to return to work or called out for an event or occurrence that they have not been scheduled to attend shall be paid a minimum of three (3) hours regular pay. Article 6:02 (Overtime) shall apply.

ARTICLE 7 - DISCHARGE AND 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 will be granted a personal leave of absence of up to five (5) days under the following condition:

Application for Leave of Absence shall be made in writing **at least two (2) weeks in advance of the date the leave commences**, with the exception of an emergency. Applications for Leave of Absence shall state the length of the intended leave **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 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 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 **with pay**.
- 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. Sick Leave is not payable for any injury received while gainfully employed at another job.
- d. Employees shall accumulate entitlement for sick leave at a rate of two (2) days of sick leave for every twenty (20) days of actual service, to a maximum of twenty (20) days per year. Total sick leave which shall be allowed to accumulate shall not exceed one hundred and **twenty three (123)** days. Sick leave shall not accumulate while the employee is on paid sick leave.
- e. For the purpose of determining sick leave under the Collective Agreement:
 - i. any day during which an employee is absent from school because of sickness does not constitute a part of actual service; and
 - ii. the number of days an employee is on sick leave with pay shall be deducted from their accumulated sick leave with pay entitlement.
- f. Educational Assistants employed on a part-time basis with the Division, shall be granted sick leave with pay pro-rated based on full-time equivalents.

- g. Sick leave shall not continue to accrue while on any leave of absence without pay.
- h. 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.
- i. Accrued credits to a maximum of **\$1000.00** 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.
- j. 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.
- k. Wherever possible, employees shall make personal **medical** 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.

- i. **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.**

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 **workstation** 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, **step-parent, father-in-law, mother-in-law, child or step-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, action, and 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 shall 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 their decision shall state whether it is retroactive 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 and 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	Orange Shirt Day (National Day for Truth and Reconciliation)
Louis Riel Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

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

- 13:02 The observance of Remembrance Day in Manitoba is subject to the provisions of the Remembrance Day Act, and shall be observed on the day it occurs. Therefore, employees shall receive pay for the holiday if Remembrance Day is observed on a normal working day.
- 13:03 If Remembrance Day is declared a school holiday by the Minister of Education and Training, other than described in Article 13:02, the employee shall be eligible to receive the holiday. However, if the schools are open for a portion of the day, the employees will be required to be on duty for that period of time. The remainder of the day will be

observed as the holiday.

- 13:04 When a paid holiday occurs on a **non-working day**, the holiday **may** be observed on **another** working day or working day **in accordance with Employment Standards Code**. Such days shall be determined by **joint consultation between the employees and the Designated Division Representative**.

Notwithstanding the above, for permanent employees, when Remembrance Days occurs on a Saturday or a Sunday, employees shall be entitled to one paid day at their regular rate of pay. Employees will be paid the day during the Christmas Break, or equivalent time off as mutually agreed to by the employee and the Division.

- 13:05 An employee will be paid for a general holiday in accordance with the rules set out in the applicable legislation, for example, but not limited to, the Employment Standards Act.

ARTICLE 14 - VACATION WITH PAY

- 14:01 The vacation pay entitlement shall be calculated as to the number of years' service on June 30th of each year.

- 14:02 Employees shall be entitled to vacation payments based on the employees' regular pay exclusive of overtime as follows:

1. employees with less than one (1) year of continuous employment - 4%
2. upon completion of one (1) year of continuous service - 6%
3. upon completion of five (5) years of continuous service - 8%

One (1) year is defined as the full time equivalent of twelve (12) months of actual paid service.

- 14:03 Vacation payments will be included on each pay cheque.

ARTICLE 15 - EMPLOYEE BENEFITS

- 15:01 Pension Plan/Group Life Insurance Plan

- a. The Division shall offer the following Employee Benefit Plans to employees under this agreement in accordance with the provisions of the Plan:

MSBA Non Teaching Pension Plan

MSBA Group Life Insurance Plan

The Division shall provide the Manitoba School Boards Association (MSBA) Non-Teaching Pension Plan. The pension plan will be retroactive to the date of employment, after successful completion of probationary period. (Refer to Article

17 - 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.)

15:02 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.

15:03 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.

15:04 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.

15:05 Dental Plan

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

15:06 Personal Vehicle Usage

Employees will be reimbursed for the use of their personal vehicle, at the provincial rate, in accordance with the Manitoba Government Employees' Master Agreement

(GEMA) for mileage necessarily incurred on School Division business, when requested and directed by the employer.

ARTICLE 16 - NORTHERN TRAVEL ALLOWANCE

16:01 Two dollars (\$2.00) of each hour's compensation in a calendar year will be identified as a northern travel allowance and will be identified on the individual's annual T-4.

ARTICLE 17 - SENIORITY

17:01 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.

17:02 Probationary employees shall have recourse to the grievance procedure in all matters and during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged without notice at any time at the sole discretion of the Division, any such discharge shall be communicated in writing to the USW 9338 President. The probationary employee may grieve the dismissal under this clause. However, if management has acted in good faith in assessing the employee the grievance shall be dismissed.

17:03 When selecting an applicant for a vacant position the Division shall base its decision on the applicant's qualifications and the ability to satisfactorily perform the duties of the position. If qualifications and ability are equal, seniority shall prevail.

17:04 In the event of lay-off, every employee affected shall be given two (2) weeks' notice in advance, or two (2) weeks' pay in lieu of notice.

17:05 In the event of a reduction in staff and the subsequent rehiring of said employees, seniority shall apply in the pay-off and recall procedure provided that the employee is capable of performing the work of the position for which the employee has been recalled. Employees shall be given a mutually agreed amount of time to become capable of performing the work of that position.

17:06 When a position within the scope of the bargaining unit is created or becomes vacant and is required to be filled, it will be advertised by means of an Employment Circular. Such vacant positions will be posted on all school bulletin boards, the Division office board and the Flin Flon School Division Website for a period of seven (7) calendar days.

17:07 When selecting an applicant for a newly created or vacant position the Division shall base its decision on the applicant's qualifications and the ability to satisfactorily

perform the duties of the position. If qualifications and ability are equal, seniority shall prevail.

17:08 In order to provide part-time employees with an opportunity to acquire increased hours of work, the following shall apply:

- a. First consideration for part-time temporary vacancies that are going to last for a minimum of four (4) months shall be given to individuals currently employed by the Division who apply for such vacancies.
- b. Any resultant increase in hours shall not cause a variation or modification of the employee's current assignment.
- c. Part time vacancies shall be assigned as outlined in this Article.

17:09 An employee shall lose their seniority 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 fourteen (14) days of being notified;
- e. the employee is laid off for a period in excess of eighteen (18) months;
- f. seniority shall be maintained and accumulated during absence due to sickness, accident, layoff, or any authorized leave of absence.

17:10 No new employee, temporary or permanent, shall be hired until those laid off have been given the opportunity for recall.

ARTICLE 18 - WORKING CONDITIONS

18:01 The Division agrees that it is the responsibility of the Division to make adequate provisions for working conditions, safety and health of its employees during the hours of their employment.

18:02 Employee(s) must use 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.

ARTICLE 19 - TUITION FEES

- 19:01 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.
- 19:02 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.
- 19:03 Payment for such courses will only be made upon the employee submitting proof of successful completion.

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 member 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 - COPIES OF AGREEMENT

- 21:01 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 22 - SWIM WEAR ALLOWANCE

- 22:01 Employees who are required to actually enter the water as part of their duties in the swim program shall be entitled to a seventy-five dollar (\$75.00) allowance each September towards the purchase of swim wear.
- 22:02 Only employees who are designated by their Principal and approved by the Designated Division Representative shall be entitled to this allowance.

ARTICLE 23 - PERSONNEL FILES

23:01 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.

23:02 The Division will have its representative present when the employee is examining their file.

ARTICLE 24 - SALARY SCHEDULE

- July 1, 2022 – 3.0%
- July 1, 2023 – 2.75%
- July 1, 2024 – 2.5%
- July 1, 2025 – 2.5%

Wage increases will be retroactive to July 1, 2022. Retroactive amounts if less than \$10 will not be paid. All employees temporarily assigned to a position with a higher job class shall be paid the higher rate for that time.

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
	3.00%	2.75%	2.50%	2.50%
Educational Assistant				
Start	25.59	26.29	26.95	27.62
After 6 working months	26.38	27.11	27.79	28.48
After 12 working months	27.13	27.88	28.58	29.29
Educational Assistant Certified				
Start				28.65
After 6 working months				29.51
After 12 working months				30.32
Special Needs EA				
Start	26.08	26.80	27.47	28.16
After 6 working months	26.89	27.63	28.32	29.03
After 12 working months	27.69	28.45	29.16	29.89
Special Needs EA Certified				
Start				29.18
After 6 working months				30.05
After 12 working months				30.91
Special Needs EA (Multi-Need)				

Start	26.82	27.56	28.25	28.96
After 6 working months	27.63	28.39	29.10	29.83
After 12 working months	28.41	29.19	29.92	30.67
Special Needs EA (Multi-Need) Certified				
Start				29.98
After 6 working months				30.85
After 12 working months				31.69

ARTICLE 25 - EMPLOYEE PARTICIPATION IN VOLUNTARY ACTIVITIES

25:01 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 principal and the employee.

ARTICLE 26 - HUMANITY FUND

26:01 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.

26:02 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.

26:03 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 27 - DURATION OF AGREEMENT

27:01 This Agreement shall be in effect July 1, **2022**, and shall continue in force and in effect up to and including June 30, **2026**, and thereafter from year to year, unless terminated or

renewed as hereinafter provided.

27:02 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, 2026, such party shall give written notice to the other party of their intent.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 28

DAY OF October AD 2025.

FLIN FLON SCHOOL DIVISION

UNITED STEELWORKERS
LOCAL UNION 9338

Leslie Fernandes
Chair-Board of Trustees

[Signature]
Negotiating Committee

Leslie Fernandes
Chair-Negotiating Committee

Bonnie MacDonald
Negotiating Committee

[Signature]
Secretary-Treasurer

M. White
International Union Representative

LETTER OF UNDERSTANDING #1

Flin Flon School Division

- and -

United Steelworkers, Local 9338

The parties hereby agree to continue the following practice for the period July 1, 2022 to June 30, 2026, inclusive:

EDUCATIONAL ASSISTANTS

- a) Casual rate of \$17.18 plus 4% vacation pay will apply for the first **seven (7)** days of work on the same job classification. After **seven (7)** days, the starting or training rate for that classification will apply; starting day **eight (8)** plus 4% vacation pay.

Effective July 1, 2022 casual rate of \$17.70

Effective July 1, 2023 casual rate of \$18.19

Effective July 1, 2024 casual rate of \$18.64

Effective July 1, 2025 casual rate of \$19.11

Any increase to permanent staff will be applied to casual rate of pay. All monies will be retroactive to July 1, 2022.

- b) Educational Assistants currently employed with the Flin Flon School Division in either a part-time, temporary position or holding a position on the Educational Assistant seniority list but do not currently have a permanent position will remain at their current salary rate while working on a casual basis with the Flin Flon School Division as an Educational Assistant. All monies will be retroactive to July 1, 2022.
- c) **When a retired member is hired as a casual, they shall be paid at the start rate of the position they are performing.**

Dated at Flin Flon, Manitoba this 28 day of October, 2023.



Chair - Board of Trustees
Flin Flon School Division



President, USW, Local 9338

LETTER OF UNDERSTANDING #2

Flin Flon School Division

- and -

United Steelworkers, Local 9338

New job descriptions or job descriptions that have changed substantially shall be presented to the Union for discussion prior to them becoming the recognized job description.

The Board shall prepare job descriptions of those positions for which the Union is the bargaining agent.

A job description shall be prepared whenever a new job is created within the scope of the bargaining unit or whenever the duties of a job change substantially.

These descriptions shall be presented to the Union for discussion prior to them becoming the recognized job description.

Dated at Flin Flon, Manitoba this 28 day of October, 2025.



Chair - Board of Trustees
Flin Flon School Division



President, USW, Local 9338

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