HANOVER
SCHOOL DIVISION

CLAC
better together

COLLECTIVE AGREEMENT

between

HANOVER SCHOOL DIVISION

and

EDUCATION, SERVICE, AND HEALTH CARE UNION, CLAC LOCAL 306

for

CUSTODIAL STAFF

DURATION: JULY 1, 2023 – JUNE 30, 2027

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COLLECTIVE AGREEMENT

GENERAL

In this Agreement, words importing the singular number will be deemed to include the plural and vice versa, and words importing the feminine gender will be deemed to include the masculine and vice versa as the context requires.

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith, to:

a. recognize mutually the respective rights, responsibilities, and functions of the parties hereto;

b. provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;

c. establish an equitable system for the promotion, transfer, layoff, and recall of employees;

d. establish a just and prompt procedure for the disposition of grievances;

e. act reasonably, fairly, in good faith, and in a manner consistent with the collective agreement as a whole; and,

f. generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship between the Employer, the employees, and the Union which will be conducive to their mutual well-being.

g. Promote the psychological safety, physical safety, well-being and security of employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and as classified in Schedule "A".

2.02 This Agreement covers all employees of the Employer as outlined in Certificate No. MLB-7152 issued by the Manitoba Labour Board, that is: "All Custodial Staff employed

by Hanover School Division in the Province of Manitoba, except those excluded by the Act."

2.03 The Employer agrees that CLAC and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering, and negotiating the terms and conditions of this Agreement and all matters related thereto.

2.04 There shall be no revision, amendment, or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual written agreement between the parties.

2.05 The Union acknowledges that it is the function of the Employer, subject to the provisions of this agreement, to determine matters in respect to employment, including the operation of the schools and direction of the workforce, the right to hire, suspend, discipline 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 and are vested exclusively in the Division. The Division agrees that it will not exercise any of the foregoing rights of this clause in a discriminatory manner.

2.06 For the purposes of communication, the Employer shall:

a. make bulletin board facilities available at each school within the Hanover School Division. The use of such bulletin board shall be restricted to the business affairs of the Union, and personnel related matters such as job postings and minutes of meetings where applicable;

b. provide Union appointed School Liaisons reasonable access to fax machines within each school for the purpose of communication with the Union.

ARTICLE 3 - SCOPE AND DEFINITIONS

3.01 The parties agree that any obligation or duty imposed by the operation, application or interpretation of this Agreement which is less than any employee's entitlement under the Employment Standards Code is of no force or effect.

3.02 In this agreement, unless the context otherwise requires, the expression "employee" signifies a person who is employed by the Hanover School Division. Furthermore:

a. Regular Full-Time Employees are those working the prescribed hours of work as per Article 9.01.

b. Regular Part-Time Employees are those working regular shifts less than the prescribed hours of work as per Article 9.01.

c. Temporary Employees are hired for any pre-planned absence, or any unscheduled absence exceeding two (2) weeks, or for a specific period of time or for the completion of a specific job not exceeding twelve (12) months unless it is extended by mutual agreement between the employer and the Union. The Employer may choose to change the employment status of a temporary employee, to that of permanent employee; however the position for which that employee was hired shall be posted once the position becomes vacant.

d. Spare Employees are those who are employed on an irregular and/or unscheduled basis. A spare employee is not covered by this agreement. However, they shall be paid as per Schedule "A".

3.03 Management and non-bargaining unit employees shall not perform work normally performed by members of the bargaining unit, except in cases of emergency, or for training, instructional, or evaluation purposes.

Replacement of Head Custodians and Assistant Head Custodians during periods of absence shall not be considered contracting out. If the absence is three (3) months or longer the position will be posted as a temporary position.

3.04 No bargaining unit employees shall be laid off as a result of the employer contracting out any of its present work or services.

3.05 Temporary Employees are covered by this agreement except where specifically excluded. Seniority will only apply to these employees as per Articles 10 and 11. For the purpose of filling vacancies, temporary employees will be considered to be working within the posting classification; however will not have seniority over permanent employees within the posting classification.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

a) The Union has the right to elect or appoint a steward or a School Liaison for each school in the Hanover Division. The steward is a representative of the employees in certain matters pertaining to this Agreement, including the processing of grievances. A School Liaison shall facilitate communication between the Union and bargaining unit members serving as a point of contact in each school. At no time shall there be a Steward and a separate School Liaison in a single school.

b) CLAC Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and enforcing the employees' collective bargaining rights and any other rights under the law. CLAC Representatives, after notifying Management in advance, shall have the right to visit members at their place of employment, provided such visits do not disrupt the delivery of service.

4.02 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.

4.03 Stewards will not absent themselves from their work to deal with grievances without first obtaining the permission of the Director of Facilities. Permission will not be unreasonably withheld, but where such meetings exceed ten (10) minutes they shall be scheduled whenever possible during rest and meal periods, or outside working hours. Disciplined employees instructed to leave the premises shall be permitted to meet with a steward or School Liaison prior to leaving the premises.

4.04 The Union has the right to appoint or elect a Negotiating Committee, of which no more than four (4) shall be employees. Where such negotiations take place during an employee's regularly scheduled shift, the Union shall pay for those hours at the appropriate rate and all associated benefits.

4.05 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A CLAC Representative may attend such meetings.

4.06 There shall be no Union activity on Employer's time except as provided for in this agreement, or unless otherwise authorized by the Director of Facilities.

4.07 Mileage shall not be paid to Custodians who are required to travel for union business.

ARTICLE 5 - WORK STOPPAGES AND SLOWDOWNS

5.01 The parties agree to abide by the provisions of *Part V, Lockouts and Strikes* of the Manitoba Labour Relations Act.

5.02 The Parties hereto agree that there shall be no strikes, slow downs, lockouts or any other work stoppage, or interference with work, which would cause any interruption during the lifetime of this Agreement, and no strike will be taken until the full provisions of the Labour Relations Act, in respect to these matters, have been complied with.

The Division agrees to give the Union at least one (1) week (seven (7) days) notice as to the intended time and date of lockout.

The Union agrees to give the Union at least one (1) week (seven (7) days) notice as to the intended time and date of strike.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force.

6.02 The Employer has the right to hire new employees as needed, provided that no new employee(s) will be hired while there are employees on lay-off, or part-time employees available who possess the ability and requisite qualifications to perform the work.

6.03 A new employee shall be placed on a six (6) month probationary period and upon completion of their probationary period, their seniority will be dated back to their first day of employment.

6.04 Employees on probation are covered by the Agreement except those provisions which specifically exclude such employees.

6.05 A steward or School Liaison with the approval of the immediate supervisor shall be given up to ten (10) minutes of time within the first two (2) weeks of employment to greet the new custodial employees in his/her school and to discuss Union membership with such employees.

6.06 Neither the Employer nor the Union will compel employees to join the Union. The Employer and the Union will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union.

6.07 Neither the Employer nor the Union will tolerate harassment in the workplace. The Employer shall maintain a Respectful Workplace Policy in accordance with legislation. It is the responsibility of all employees to become familiar with this policy. Complaints will be thoroughly investigated. Failure by any party to deal with a harassment written complaint may be the subject of a grievance pursuant to this agreement.

ARTICLE 7 - UNION DUES

7.01 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

7.02 The Employer is authorized to and shall deduct Union dues, or a sum in lieu of Union dues and where applicable, an amount equal to Union dues arrears and Administrative dues, from each employee's pay as a condition of employment whether or not he/she is a Union member. Deductions shall be made effective from the date of hire for all employees.

7.03 The total amount deducted will be mailed to the Union's regional office by the fifteenth (15^{th}) of each month, together with an itemized list of the first and last name, gross earnings, social insurance number, phone number, personal email address, address, date of hire, and the amount deducted from each employee. The information to be provided to the Union shall not contravene any provisions of the Manitoba Freedom of Information and Privacy Act, the Manitoba Personal Health Information Act, and the Canadian Privacy Act.

ARTICLE 8 - JOB CLASSIFICATION AND RATES OF PAY

8.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.

8.02 When a new classification within the scope of this agreement not covered in Schedule "A" is established during the term of this agreement, the classification and/or rate of pay shall be subject to negotiations between the Employer and the Union. The Employer shall have the right to temporarily establish a rate of pay until the regular rate of pay for the new classification(s) have been agreed upon. If the parties are unable to agree on the classification and/or rate of pay of the job in question, such disputes shall be submitted to grievance and arbitration.

If the new classification is established within twelve (12) months prior to the expiry of the Collective Agreement, and the Employer and the Union cannot reach an agreement

on the rate of pay, then the parties agree to resolve the matter in collective bargaining. Should the result be an increase to the classification, the affected employee(s) will receive full retroactive pay to the date of the implementation of the new classification.

8.03 Wages will be paid bi-weekly with a one (1) week delay in the regular sequence of divisional support staff bi-weekly payrolls. Pay cheques shall identify the total hours worked, total hours paid for at corresponding rates of pay, and all deductions.

b) a) In cases where a scheduled employee reports for work and work is not available or an employee begins scheduled work, however, work cannot be completed due to unforeseen circumstances, the employee shall be paid a minimum of three (3) hours as per 8.04(b).

c) If an employee is called to work on a day that is not the employee's regular work day and is required to work for less than three (3) hours, the employer shall pay the employee his or her regular wages for three (3) hours of work as follows:

For time that is worked at the regular hourly rate of pay, three (3) hours of pay will be paid for three (3) hours of work; for time that is worked at the overtime hourly rate of pay, three (3) hours of pay will be paid for two (2) hours of work, for time that is worked on a Sunday, three (3) hours of pay will be paid for one and a half (1.5) hours of work.

d) Alarm Calls – Once the reason for the alarm has been solved the employee may choose to return home. However, subsequent alarm(s) during that paid period as per 8.04(b) requiring the employee to return to work will be included in the original call out of 3 hours paid time.

e) Full School Closure Due to Weather & Road Conditions – On day(s) when an employee(s) has started work prior to notification under the Full School Closure Due to Weather & Road Conditions Policy being issued, these employee(s) will be paid an additional seventy-five dollars ($75) as recognition for showing up to work.

8.04 Where employees are required to attend meetings called by the Employer, such time shall be considered time worked.

8.05 Where an employee is requested to take on the responsibilities of another employee in a different job title, or another employee not covered by this collective agreement and accepts those responsibilities for more that five (5) consecutive days, that employee shall be compensated at a rate commensurate with the rate established by the Employer for that classification beginning on the sixth (6^{th}) day. In no cases shall the Employee be paid less than the hourly rate they normally receive for their position.

8.06 When a head custodian is on a leave provided for in this collective agreement for more than five (5) consecutive days and when a job posting is not required, opportunity shall be given to the assistant head custodians in that school to fill in for the duration of the leave. In this case, The Assistant Head Custodian shall be compensated at a rate commensurate with the rate established by the Employer for that classification beginning on the first (1st) day. Where more than one assistant head custodian works in a school, the assistant head custodian who is scheduled to work the day shift shall assume the head custodian responsibilities and the hours of work on that day. Where there is no assistant head custodian in the affected school, this clause shall not apply.

In the event that the Employer knows in advance of a leave longer than five (5) days, the Assistant Head Custodian will be given the opportunity to fill in for the Head Custodian from the first day of the leave.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The normal work week will be Monday to Friday, eight (8) hours per day. For purposes of payroll the workweek shall commence on Sunday.

9.02 All hours worked in excess of eight (8) hours in a day, or forty (40) hours per week, shall be compensated at one and one-half (1½) times the regular rate of pay.

9.03 When a regular employee who works eight (8) hours per day and/or forty hours per week is directed to work on a Sunday, such hours shall be paid for at two times (x2) the employee's regular hourly rate per hour worked.

9.04 Employees who work in excess of five (5) hours per day, are entitled to a minimum of one (1), thirty (30) minute unpaid meal break during the day. However, when an employee works a regular evening shift (exceeding 5 consecutive hours) which continues beyond 7:00 p.m., and when no other custodial staff is working in the building, then that employee shall be allowed to take a 30 minute paid meal break, at a time approved by the Director of Facilities, in the building and that employee shall remain responsible for the facility during that time. In addition, employees shall be entitled to a least one 15 minute rest period with pay for each four (4) hour block of worked time in a day.

9.05 Fire and intrusion alarms, and other call-ins authorized by the Director of Facilities shall be paid according to Article 9.01, 9.02 and 9.03. All of these call-ins shall be paid at a minimum of three (3) hours according to 8.04 (a), (b) and (c). For fire and intrusion calls, the Head Custodian at each school will be called first before other HSD personnel are called to attend.

9.06 Weekend/general holiday rentals - in the assigning of weekend/general holiday rental hours, employees from the affected school shall be offered available hours in the following order:

a. Head Custodian;
b. Assistant Head Custodian;
c. Custodian;
d. Custodial Assistant;
e. Divisional Staff (including other Custodial Staff) as directed by the Director of Facilities.

In the event that a weekend/general holiday rental is cancelled with less than the required minimum notice stipulated in the rental agreement, the assigned staff shall be paid for three (3) hours regardless of having not worked it.

9.07 Spare employees shall be paid a minimum of three (3) hours per shift when they are called in to work. Spare employees shall be paid an additional one (1) hour per shift at their regular rate of pay to compensate for travel time when required to travel to a designated area other than their own.

9.08 No employee shall be discriminated against or compelled to work on a day, which on the basis of the employee's religious convictions, the employee is prevented from working. The employee must notify the Employer of such a day with four (4) weeks advance notice. Such day off shall be without pay.

9.09 Any hours resulting in overtime will be offered to employees within the bargaining unit and within the school where the hours have become available, prior to being assigned to employees outside the bargaining unit. Employees must notify their supervisor of their willingness to work overtime hours, and they must be qualified, skilled and able to do the tasks required.

ARTICLE 10 - SENIORITY

10.01 Seniority shall be division-wide based upon separate classifications as follows:

a) Head Custodians and Assistant Head Custodians.

b) Custodians and Custodial Assistants.

Seniority shall be calculated based upon the employee's most recent date of hire.

10.02 An employee shall retain and accrue seniority if he/she is absent from work because of:

a) illness or accident for up to one hundred nineteen (119) calendar days;

b) an authorized leave of absence for up to thirty (30) days;

c) Bereavement, union, or Maternity/Parental/Adoptive leave; and

d) layoff during the summer break period, Christmas and Spring Break periods.

10.03 An employee shall retain but not accrue seniority if:

a) He is absent because of illness or accident over a period in excess of one hundred nineteen (119) calendar days;

b) He accepts a position outside of the bargaining unit but within the Division for a period of not greater than twelve (12) months, after which all seniority rights shall cease. By mutual consent, the parties may agree to extend said twelve (12) month time frame;

c) He is on an authorized leave of absence in excess of thirty (30) days but less than one (1) year;

d) He is laid off in excess of the summer break, but less than fourteen (14) months.

10.04 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

a) He is discharged for cause and is not reinstated;

b) He resigns in writing, and is not rehired by the Employer within the subsequent twelve (12) calendar months;

c) He is laid off for a period greater than fourteen (14) months;

d) He does not return to work from layoff within five (5) working days of being notified to do so;

e) He is on leave of absence greater than one (1) year; Exceptions may be made by mutual agreement between the Employer and the Union;

f) He fails to return to work following an authorized leave of absence.

10.05 Where a Temporary Employee is hired as a regular employee in this bargaining unit with no break in service, seniority will be back dated to the start of the temporary appointment.

10.06 The Employer shall maintain two seniority lists; one for Head Custodians and Assistant Head Custodians, and one for Custodians and Custodial Assistants. These lists will show each employee's date of hire (or adjusted date of hire, as the case may be). Current lists shall be sent to the regional office of the Union and posted on the designated bulletin board in each school on November 1 and February 1 of each year.

ARTICLE 11 - LAYOFF AND RECALL

11.01 When the Employer deems it necessary to reduce the workforce it shall inform the Union of the need for layoffs. The order of layoff shall be determined by inverse order of seniority within the classification as set out in 10.01, provided the retained employees possess the ability and requisite qualifications to perform the work.

11.02 On days during Christmas, Spring and Summer breaks when employees are not required to work, for the purposes of this article only, the employees will be considered as maintaining their positions and will not be placed on the Divisional Recall List.

11.03 The Employer shall provide at least two (2) weeks" notice of layoff, or pay in lieu of, to all regular employees.

11.04 Any appeal in regard to a layoff or termination must be taken up under the first step of the Grievance Procedure, hereinafter set forth, within five (5) working days after the layoff or termination took place.

11.05 An employee placed on the Divisional Recall List shall indicate any site(s) or shifts for which they will not accept a recall. A recalled employee must accept the hours or the position offered provided the hours or the position meets or exceeds the former number of hours held and the position is not at a site or during a shift for which they have indicated they are not willing to work.

11.06 Notice of recall to an employee on the Divisional Recall List shall be made by mailing the notice of recall by registered mail and/or personal email address to the last known address(es) of such employee filed by such employee.

11.07 If an employee fails to reply in writing or verbally to the Employer within five (5) workdays of receiving the recall notice then the employer may recall the employee with next highest Seniority.

11.08 Any employee laid off and recalled for work must return within five (5) workdays of receipt of notice of recall, unless they have a justifiable reason for their failure to return. Failure to return to work as agreed may be a just cause for termination.

11.09 Any employee on the Divisional Recall List that posts into a different custodial classification may elect to have their name remain on the Divisional Recall List for their original classification for up to one year for the purpose of securing future employment within their original classification.

11.10 An employee who secures a temporary position from the Divisional Recall List shall continue to accrue seniority and return to the Divisional Recall List at the conclusion of the temporary position. Such employee may have their name remain on the Divisional Recall List for the duration of the term for the purpose of securing regular employment as it becomes available.

ARTICLE 12 - VACANCIES AND JOB POSTINGS

12.01 When a new position is created or a vacancy occurs the Division shall post notice of the position on all designated bulletin boards for a minimum of five (5) working days.

12.02 The Employer shall provide the Union with a summary copy of all job postings, new hires, and appointments on a monthly basis.

12.03 A job posting shall contain the following information: the location and classification of the position, a general description of the job duties including the hours of work, the starting date, and whether it is a temporary or permanent position.

12.04 In the filling of a vacancy, the Division shall select the employee whose ability and requisite qualifications meet the requirements of the position. Where more than one employee is able to meet the requirements of the position, the employee with the greatest seniority will be offered the position. Granting of a second posted position within a six (6) month period for the successful employee, who is seeking a lateral transfer, shall be dependent upon on operational needs and at the sole discretion of the Division.

Applicants shall be considered in the following order:

GST
JCH

a. Applicants from within the classification of the job posting
b. Applicants from the entire bargaining unit
c. External applicants

12.05 Job postings will be awarded in the following manner and order, and as per Article 12.04:

a) Employees within the posting classification who are on the Divisional Recall List or working within the posting classification.

b) If there are no employees from the posting classification available to fill a position, employees from the other custodial classification will be given opportunity to apply.

c) New hires – the Division may advertise the position at the same time as they post within the Division, but may not place new hires until they have exhausted steps a. and b. above.

12.06 In filling vacancies, the Employer shall give preference to Hanover School Division employees covered under Article 2.02 over outside applicants provided the employee possesses the relevant ability and requisite qualifications for the position.

ARTICLE 13 - VACATIONS

13.01 All full-time employees shall accrue vacation as the rates below:

4% = Two (2) weeks (10 working days)	After the first (1st), second (2nd) and third (3rd) complete years
6% = Three (3) weeks (15 working days)	After the fourth (4th), fifth (5th) and sixth(6th) complete years
8% = Four (4) weeks (20 working days)	After the seventh (7th) through sixteenth (16th) complete years
10% = Five (5) weeks (25 working days)	After the seventeenth (17th) through twenty-fourth (24th) complete years
12% = Six (6) weeks (30 working days)	After the twenty-fifth (25th) and subsequent complete years

Upon approval of the Director of Facilities, employees may access paid vacation as it is earned, during the first year of employment.

Part-time employees shall receive subsequent vacation pay, bi-weekly, on the following basis:

4% = Two (2) weeks (10 working days)	After the first (1st), second (2nd) and third (3rd) complete years
6% = Three (3) weeks (15 working days)	After the fourth (4th), fifth (5th) and sixth(6th) complete years
8% = Four (4) weeks (20 working days)	After the seventh (7th) through sixteenth (16th) complete years
10% = Five (5) weeks (25 working days)	After the seventeenth (17th) through twenty-fourth (24th) complete years
12% = Six (6) weeks (30 working days)	After the twenty-fifth (25th) and subsequent complete years

Upon approval of the Director of Facilities, employees may access unpaid time off for vacation purposes equal to the amount they have been paid in any given calendar year.

13.02 The normal vacation period for custodial staff is during the period of August 1 to school opening. Exceptions may apply in schools where this is not operationally possible. All vacations must be arranged for with the Director of Facilities. Exceptions for extra-ordinary circumstances may be made by application in writing to the Director of Facilities. Employees who have more than three (3) weeks vacation entitlement can take their remaining vacation time at a time other than August 1 to School opening, upon agreement with the Director of Facilities.

13.03 For the purposes of this agreement, "qualified earnings" shall be deemed to be the earnings of an employee for work performed during the regular working hours of the employment period referred to. This is subject to 13.06.

13.04 For the purposes of this agreement, "complete year of continuous service" shall be deemed to be the one-year period commencing at their anniversary/hire date.

13.06 a) All Custodial Staff who normally work five (5) hours per day or less, will be paid their regular vacation pay on all their qualified earnings on a bi-weekly basis.

b) Hours worked over and above eight (8) hours per day and/or over and above 40 hours per week are not eligible for vacation entitlement.

13.07 For purposes of calculating vacation entitlement, service shall be deemed uninterrupted in the following circumstances:

a) absence due to verifiable illness or injury to a maximum of twelve (12) months;

b) any layoff where seniority is retained.

ARTICLE 14 - HOLIDAYS

14.01 The Employer agrees to pay employees at regular rates of pay according to the Employment Standards Code for the following eleven (11) ~~ten (10)~~ holidays:

New Years' Day	Labour Day
Louis Riel Day	Thanksgiving Day
Good Friday	Boxing Day
Victoria Day	Christmas Day
Canada Day	Civic Holiday

Orange Shirt Day (Day for Truth and Reconciliation)

Remembrance Day shall be a paid holiday when it occurs on a regular work day in the school year, as per the Remembrance Day Act.

14.02 The Employer shall post schedules for Christmas Break and Spring Break at least two (2) months prior to the break. For Summer Break the Employer shall post schedules by April 30th of each year.

14.03 Additionally, the following days shall be considered partial holidays:

a) Christmas Eve shall be considered a normal working day for the first half of the day, four (4) hours, and the employees shall take the second half of the day, four (4) hours off with pay, resulting in employees being paid for the complete day, eight (8) hours. This will only apply in the years that Christmas Eve falls on a Monday through Friday.

b) New Year's Eve shall be considered a normal working day until 3 p.m. after which employees shall be required to take the remainder of the day off either without pay, as vacation time with pay, or as an alternative time off for work done where this option is applicable, and this shall all take place within the week containing New Year's Eve. This will only apply in the years that New Year's Eve falls on a Monday through Friday.

ARTICLE 15 - JURY DUTY

15.01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court

proceeding occasioned by the employee's private or personal affairs, shall be granted a leave of absence without loss of pay for the required period of absence. All jury or witness fees, excluding expense reimbursements, received by the employee shall be remitted to the Employer. The employee shall have responsibility to provide to the Employer satisfactory proof of the necessity of this absence. Absence from work shall be minimized. The employee shall immediately notify the Division upon becoming aware of his/her requirement to attend at court and keep the Division informed on the employee's anticipated absence and return date.

ARTICLE 16 - INSURANCE AND BENEFITS

16.01 **Pension Plan**

a) All full-time and part-time employees, whose income qualifies them for the plan, upon completion of their first complete year of continuous employment, shall participate in the Manitoba School Boards Association (MSBA) Non-Teaching Employee Pension Plan;

b) Employee contributions made according to plan requirements to the MSBA Non-Teaching Employee Pension Plan will be matched equally by the Division.

16.02 **Long Term Disability**

The Division will administer the mandatory LTD Plan. Premiums are paid solely by the employee. Eligibility and entitlement for the plan shall be as per plan provisions.

The Union shall indemnify and save harmless the Employer from any and all losses, costs, liabilities or expenses suffered or sustained by the Employer as a result of any claim or legal action arising from the deduction of premiums or exercise of other responsibilities with respect to the LTD Plan.

At the time of signing of this agreement, term employees are not eligible.

16.03 **Group Life Insurance**

a) The Board shall administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the Master Policy and Trust Agreement of the said Plan.

b) All employees shall be provided with the basic insurance of 200% of salary with premiums to be shared equally between the employee and the Board. Employees insured for the survivor income plan in effect immediately prior to November 1,

2002 are provided with basic insurance of 400% of salary, with premiums shared equally between the employee and the board. Where employees opt for additional levels of insurance coverage, the premiums associated with such additional coverage shall be borne exclusively by the employee.

c) All employees coming on staff after the effective date of implementation of the Plan in the Division shall be required to participate in the Plan, unless granted exclusion by the Trustees of the Manitoba Public School Employees Group Life Insurance Plan.

16.04 **Extended Health Care**

Employees are eligible to receive the agreed upon Benefit Plan, administered by the union for each eligible employee.

Eligibility:

a. All employees who are normally scheduled to work an average of at least 15 hours per week will be eligible for Benefit Plan coverage.
b. A term employee hired for ninety calendar days or less is not eligible to participate in the extended health coverage.
c. Eligible employees will qualify for coverage on the first (1st) of the month following the completion of two (2) months of continuous employment.
d. It is the responsibility of the employee to complete the enrolment form for the Benefit Plan, which is required before any claims can be submitted.

Remittances:

a. By the 25th of the month prior to the month of coverage, the Employer will remit the monthly cost of the Benefit Plan for each eligible employee in accordance with Article 7.
b. The monthly cost will be supplied by the union to the Employer annually (normally in November) and will be effective January 1st of the following year.
c. Where the Benefit Plan remittance is separate from the remittance outlined in Article 7, it will list the first, middle and last name, and the Social Insurance Number of each eligible employee.

16.05

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage (see Outline of Benefit Plan) and eligibility requirements of the Benefit Plan, and that neither the union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

16.06 **Sick Leave**

Sick leave is provided for the sole purpose of insuring an income to a regular or temporary employee during periods of illness and/or injury when the employee is not able to perform his/her duties and responsibilities.

16.07 Sick leave, which will provide leave of absence with pay, shall accumulate at the rate of one (1) day per nine (9) days worked with the Employer to a maximum of twenty-four (24) days per year.

16.08 The maximum sick leave credits shall not exceed one hundred and fifteen (115) working days.

a) Employees are expected to mitigate any time missed for personal medical appointments. The Division reserves the right to require a medical certificate as proof of the employee's attended appointment, confirmation of illness or return to work. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave credits.

16.09 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.

16.10 For the purpose of this article, for any day during which the employee is absent from work because of sickness or injury, that employee shall not accumulate further sick leave credits.

16.11 Sick leave shall not be payable to any employee:

a) who is engaged in an employment for a wage or profit;

b) whose illness results from the employee's use of drugs or alcohol and who is not receiving continued treatment and care from a licensed physician or a Board approved recognized program for her use of drugs or alcohol;

c) who is in receipt of disability income from a group insurance plan through their employment, Workers' Compensation or Manitoba Public Insurance Corporation.

16.12 a) An employee may be required to produce a certificate from a duly qualified physician certifying that the employee was/is unable to carry out their duties due to illness or injury. This will be provided at the employee's expense.

b) Furthermore an employee may be required to produce a certificate from a duly qualified physician which will include a detailed prognosis for the employee's return to work. If the physician charges for this certificate, the Employer will reimburse the employee upon submission of a receipt.

16.13 Employees will be eligible to utilize up to four (4) days of accumulated sick leave per year for family illness where and when the employee is required to attend to an ill or infirmed spouse, child, parent and parent-in-law. The employee may be required to provide proof of family illness, the cost of which will be borne by the employee.

a) Employees are expected to mitigate any time missed for medical appointments for family members covered under this provision. The Division reserves the right to require a medical certificate as proof of the employee's attended appointment, confirmation of illness or return to work. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave credits.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 a) Not exceeding two (2) days in each school year (July 1 to June 30), shall be granted a two (2) days leave of absence without pay for personal, public or community service reasons by the Employer, if the request is made at least forty eight (48) hours prior to the start of the leave.

b) An employee may be granted a leave of absence of between two (2) and five (5) consecutive work days without pay for personal, public or community service reasons by the Employer, if the request is made in writing and at least three (3) weeks prior to the start of the leave. The Employer will make a reasonable effort to accommodate requests due to an emergency.

c) An employee may be granted a leave of absence exceeding five (5) consecutive work days without pay for personal, public or community service reasons by the Employer, if the request is made in writing and at least five (5) weeks prior to the start of the leave. The Employer will make a reasonable effort to accommodate requests due to an emergency.

d) If the employee disagrees with the decision regarding the granting of a leave, they may appeal in writing to the Secretary-Treasurer or designate to have the decision revisited.

e) If the employee takes a job elsewhere, during his/her leave of absence, without approval of the ~~Board~~ Division, the employee will be considered as having terminated his/her employment.

17.02 **Maternity Leave**

The Hanover School Division shall, upon written request, grant leaves of absence without pay as outlined in the "Employment Standards Code." Requests should be made at least four (4) weeks before the leave is expected to start. It shall be the responsibility of the employee to notify the Division, in writing, of the intent to return to work at least two (2) weeks prior to resumption of work following the maternity leave.

17.03 **Adoptive and Parental Leave**

The Hanover School Division shall, upon written request, grant leaves of absence without pay as outlined in the "Employment Standards Code." Requests should be made at least four (4) weeks before the leave is expected to start. It shall be the responsibility of the employee to notify the Division, in writing, of the intent to return to work at least two (2) weeks prior to the resumption of work following a leave under this article.

17.04 Employees may make written application for leaves of absence without pay for severe personal or family distress for up to one (1) month. The Employer will grant reasonable requests and consider length of service, compassion, and operational requirements in the decision whether to grant such leave and the length of time of such leave. Seniority rights shall continue to accrue during such leave.

17.05 **Bereavement Leave**

Upon request employees shall be granted bereavement leave without loss of wages in the case of the death of their parents, children, siblings, spouse or common-law spouse and grandchild of five (5) days; and mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, brother-in-law, or sister-in-law up to but not exceeding three (3) days; and uncle, aunt up to one (1) day upon approval by the Director of Facilities.

For the purpose of this article, a common-law spouse shall be defined as follows: Where employees establish that they have been residing with a person and has been publicly representing that person as their spouse for a period of not less than one (1) year, that person shall be deemed to be the common-law spouse of the employee.

Leave beyond this amount and those listed above may be granted at the discretion of the ~~Board~~ Superintendent / CEO or Designate-with or without pay.

17.06 **Union Business**

The Employer shall allow a maximum of four (4) Union designated Stewards up to three (3) days off without pay for the purpose of training by the Union. The Employer will reasonably consider increasing this number under exceptional circumstances.

The Employer will allow one (1) employee unpaid time away from the workplace in order to serve on the Union's National Board. This time shall not exceed ten (10) working days per school year.

ARTICLE 18 - USE OF PERSONAL VEHICLE

18.01 The Employer may request a regular or temporary employee use their personal vehicle for work- related purposes, or to drive to alternate locations in order to perform assigned duties. The Employer shall compensate that employee for each kilometer driven at the Divisional Mileage Rate.

ARTICLE 19 - UNION - MANAGEMENT

19.01 In order to promote sound relations between the Employer and Employees the parties agree to schedule Union-Management meetings as required during the life of this Agreement. These meetings will serve as a forum for discussion and consultation on work related items.

19.02 The Committee shall meet when requested by either party at a time and place suitable to both parties.

19.03 The deliberations of the committee shall not include any matter of collective bargaining.

19.04 Where a Union-Management meeting takes place during an employee's regularly scheduled shift, that employee shall not suffer a loss in compensation for attendance at said meeting. When such a meeting takes place during a period of time when an employee does not regularly work, then that employee will not be paid for his or her time. The Employer will pay the costs for no more than three (3) employees, and for up to three (3) Union-Management meetings during each fiscal year. The costs of any additional Employee-Management meetings called shall be the responsibility of the party who calls such a meeting.

19.05 The Employer and the Union shall each appoint three (3) or four (4) representatives to the Union-Management Committee. The minutes shall record the business of each

meeting, and a copy shall be mailed to the Employer, the Union's provincial office, and they shall be posted in the workplace.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the following manner.

20.02 Informal Procedure - As an informal step, an employee is encouraged to make an earnest effort to resolve the concern directly with the Director of Facilities. The employee may choose to be accompanied by a Steward or a School Liaison.

20.03 The parties to this Agreement recognize that CLAC Representatives and the Union Stewards are the agents through whom employees shall process their grievances and receive settlement thereof.

20.04 Neither the Employer nor the Union shall be required to consider or process any grievance which arose out of any action or condition more than fourteen (14) calendar days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased. The limitation period shall not apply to differences arising between the parties hereto relating to the interpretation, application, or administration of this Agreement.

20.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party directly to arbitration under Article 21, by-passing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a Steward, a Union Officer, or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Board or its representative

20.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint. A grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.

20.07 **Step 1**

A grievance shall be submitted in writing, with particulars, to the Employer within fourteen (14) calendar days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within fourteen (14) calendar days of the day on which the grievance is submitted.

20.08 **Step 2**
If the grievance is not resolved at Step 1, a Union Representative may, within fourteen (14) calendar days of the decision under Step 1 or within fourteen (14) calendar days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within fourteen (14) calendar days after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within fourteen (14) calendar days of the meeting.

20.09 The time limits stipulated in this grievance procedure may be extended by mutual agreement in writing.

ARTICLE 21 - ARBITRATION

21.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.

21.02 The party requiring arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) calendar days after receiving the decision given at Step 2 of the Grievance Procedure.

21.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within fourteen (14) calendar days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

21.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.

21.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within fourteen (14) calendar days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator from the Manitoba Labour Board list.

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21.06 No person may be appointed as Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

21.07 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

21.08 It is agreed that the single Arbitrator shall have the jurisdiction, power, and authority to give relief for default in complying with the time limits where it appears that the default was owing to reliance upon the words or conduct of the other party.

21.09 Where the Arbitrator is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension, the Arbitrator may substitute a penalty which is in the opinion of the Arbitrator just and equitable.

21.10 The parties will equally bear the expense of the single Arbitrator.

21.11 The Arbitrator shall be empowered to render their decision or interpretation consistent with the provisions of this Agreement. The Arbitrator does not have the jurisdiction to amend or modify the collective agreement.

ARTICLE 22 - PROGRESSIVE DISCIPLINE

22.01 When the conduct or performance of an employee calls for a reprimand by the Employer, such a reprimand shall be in writing, with a copy of the reprimand forwarded by the Employer, to a Steward or School Liaison, and to the office of CLAC. Prior to issuing such a reprimand, the Employer shall meet the employee. Whenever possible a Steward or CLAC Representative should be present. The Employer and Union agree to commit to the principles of progressive discipline.

22.02 Notwithstanding Article 22.01, it is understood that probationary employees may be terminated at the Employer's discretion.

22.03 Prior to issuing discipline, the Employer shall meet with the employee. During such investigation meeting, the employee shall have the right to request a Steward or CLAC Representative be present, if one is available within a reasonable time period.

22.04 Upon request to the Superintendent responsible for personnel, an employee shall have the right to examine, alone, or with a representative of his/her choice who is so named

in the request, the personnel file kept by the Division for that employee. The Division shall have the right to have its representative present when the employee is examining his/her personnel file.

22.05 At all discipline meetings the employee shall be accompanied by a Steward or Union Representative, if one is available within a reasonable time period.

ARTICLE 23 - PUBLICATION

23.01 The parties shall share equally the costs associated with printing and publication of the collective agreement.

ARTICLE 24 - DURATION

24.01 This Agreement shall be effective on July 1, 2023, and shall remain in effect to and including June 30, 2027, and for further periods of one (1) year, unless notice in writing is given by either party, of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the agreement. Should either of the parties fail to give such notice, this agreement shall renew for a period of one (1) year, without change.

DATED at Steinbach, Manitoba this 5th day of NOVEMBER, 2024.

SIGNED on behalf of
Hanover School Division

Employer Representative

Employer Representative

SIGNED on behalf of
Education, Service, and Health Care Union, CLAC Local 306

CLAC Representative

Member Negotiating Committee

Member Negotiating Committee

SCHEDULE "A"

Classifications and Rates of Pay

Position	Years of Service	July 1, 2023 +3.3%	July 1, 2024 +3.0% + Adj	July 1, 2025 +2.5%	July 1, 2026 +1.5%
Head Custodian Class II	0 to 1	$24.56	$25.80	$26.45	$26.84
	1 to 2	$24.94	$26.28	$26.94	$27.35
	2 to 4	$25.30	$26.76	$27.43	$27.84
	4 to 8	$25.69	$27.26	$27.94	$28.36
	8 or more	$26.08	$28.07	$28.77	$29.20
Head Custodian Class I	0 to 1	$23.14	$24.33	$24.94	$25.32
	1 to 2	$23.60	$24.91	$25.53	$25.92
	2 to 4	$23.96	$25.37	$26.01	$26.40
	4 to 8	$24.31	$25.84	$26.48	$26.88
	8 or more	$24.76	$26.70	$27.37	$27.78
Assistant Head Custodian	0 to 1	$21.58	$22.73	$23.29	$23.64
	1 to 2	$22.30	$23.57	$24.16	$24.52
	2 to 4	$22.79	$24.17	$24.78	$25.15
	4 to 8	$23.29	$24.79	$25.41	$25.79
	8 or more	$23.82	$25.74	$26.38	$26.77
Custodian	0 to 1	$19.37	$20.45	$20.96	$21.28
	1 to 2	$20.40	$21.61	$22.15	$22.49
	2 to 4	$20.72	$22.04	$22.59	$22.93
	4 to 8	$21.04	$22.47	$23.04	$23.38
	8 or more	$21.34	$23.18	$23.76	$24.12
Custodian Assistant	0 to 1	$16.95	$17.96	$18.41	$18.69
	1 to 2	$17.87	$19.01	$19.48	$19.77
	2 to 4	$18.14	$19.38	$19.87	$20.17
	4 to 8	$18.40	$19.75	$20.24	$20.55
	8 or more	$18.69	$20.45	$20.96	$21.27

SCHEDULE "A" continued

Wage Progression:

An employee upgraded to a higher classification shall move to the next highest step on the new classification. When the next highest step is less than $0.40 per hour greater than the employee's current salary, the parties agree that the employee will move to the next subsequent salary step within the new classification to ensure no less than a $0.40 per hour adjustment.

Any employee moving to a lower classification shall move from his/her rate of salary received from his/her former classification to the same years of service in the lower classification.

Head Custodian Classifications are based on school size as follows:

Class I –	up to 99,999 square feet
Class II –	100,000 and more square feet

Head Custodians who have a 5th Class Power Engineers Certificate, where this certificate is required by the Division, shall be paid a premium of $1.00 an hour in addition to their wages as set out in Schedule A.

Spare Custodial Assistants shall be paid at 90% of the 0 to 1 year wage rate. After working twenty (20) days as a spare Custodial Assistant they will receive 100% of the 0 to 1 year wage rate of the Custodial Assistant rate. Required training days shall not count towards the twenty (20) days.

Temporary Employees shall be paid at the established rates for the classification of the temporary position.

A Regular or Temporary Employee who accepts spare or "on-call" shifts will not receive less than their current wage and vacation pay for the spare or "on-call" shifts worked, subject to Article 13.06 regarding Vacation Entitlement.

Seniority will not affect wages of employees. Wage changes will be impacted by continuous years (calculated in years, months or days) of employment as identified on the Schedule 'A' wage scale.

In all instances an employee re-hired by the Employer within six (6) months of a voluntary termination, and in all cases provided for in Article 10.03, the Employee shall be paid at a rate commensurate with their prior length of service.

SCHEDULE "B"
Outline of Insurance Plan Coverage for Service Plan

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- $50,000.00 life insurance per employee under the age of 65; $25,000 per employee between the ages of 65 and 75;

- $50,000.00 AD &D per employee under the age of 65; $25,000 per employee between the ages of 65 and 75;

- dental plan at the latest fee schedule available;

Basic services:	80% up to $2,000 per person annual
Comprehensive:	50% up to $2,000 per person annual
Orthodontic:	50% up to $3,000 lifetime maximum per child under 19;

- prescription drug plan for employee and family at 80% up to $1,500 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;

- optical insurance for employee and family;

under 21:	$350 per year
over 21:	$350 every two years

- extended health coverage for employee and family;

- semi-private hospital coverage with no deductible for employee and family;

- long term disability insurance with sixty percent (60%) of earnings, maximum of $1,700 per month per employee, payable after one hundred twelve (112 days until age 65 (119/65).

- dependent life $10,000 for spouse, $5,000 for each dependent child;

- Emergency Travel Assistance

- EFAP (Employee and Family Assistance Program)

If there is any discrepancy between this summary and the actual plan text documents, the later shall prevail.

SCHEDULE "C"

CONSCIENTIOUS OBJECTOR STATUS

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union's internal guidelines on what constitutes a conscientious objection.

LETTER OF UNDERSTANDING

Winter Clothing for Head Custodians and Assistant Head Custodians

During bargaining meetings for the agreement which expired on June 30,2023, the Parties discussed the provision of winter clothing for personnel required such gear to carry out their responsibilities. The Parties have agreed to discuss this topic at a Labour Management committee meeting to discuss the winter clothing requirements -such that Management can make prudent decisions for winter clothing options.

LETTER OF AGREEMENT #1

Mental Health First Aid

When a CLAC steward attends Mental Health First Aid training, it shall be considered as an unpaid leave, and will not count against any other leave under Article 16. Time for such training is subject to approval from the Employer to a maximum of two (2) stewards per school year.