

# **COLLECTIVE AGREEMENT**

between

**HANOVER SCHOOL DIVISION**  
(hereinafter referred to as "the Employer")

and

**EDUCATION, SERVICE, AND HEALTH  
CARE UNION, CLAC LOCAL 306**  
(hereinafter referred to as "the Union")

for

**EDUCATIONAL ASSISTANT**

**DURATION: Sept 1, 2022 to Aug 31, 2026**

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# COLLECTIVE AGREEMENT

## DEFINITIONS

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 neuter gender and vice versa as the context requires.

### **Types of Employees**

**Permanent Employee:** means an employee who works on a regular and recurring basis.

**Term Employee:**

All employees who are hired as Term Employees will become Regular Employees after 4 complete consecutive semesters of employment which are not all required to be in the same position.

If it is known that the term will exceed thirty (30) continuous working days, the term Educational Assistant shall be entitled to all of the rights and privileges under the collective agreement, with the exception that they shall be deemed to be on probation for two consecutive semesters and shall not be eligible for benefits outlined in Schedule B attached to this agreement.

The layoff provisions set out in Article 10 of this agreement do not apply to Term Employees whose contracts have been fulfilled.



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For the purposes of this article, a semester is considered to be complete when the EA is hired prior to September 30 for the fall semester and prior to February 29 for the spring semester.

**Spare Employee:**

A spare employee is an employee who works on an “on call” basis with no regularly scheduled daily shifts. If working for more than thirty (30) continuous work days, it will be for different individuals, different events or different programs. Spare employees are excluded from the provisions of this agreement, and will be paid according to Schedule “A”.

Spare employees are sometimes referred to as “casuals”.

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

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- 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-7153 issued by the Manitoba Labour Board, that is: "All Educational Assistants employed by Hanover School Division in the Province of Manitoba, except those excluded by the Act."
- 2.03 The Employer agrees that the Christian Labour Association of Canada 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.

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- 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, to:
- a. manage the enterprise, including the scheduling of work and the control of materials and equipment;
  - b. maintain order, discipline, and efficiency;
  - c. hire, assess, direct, transfer, promote, layoff, discipline, and discharge, provided that such actions are consistent with the purpose and terms of this Agreement and provided that a claim by any employee that they have been disciplined or discharged without just cause will be subject to the Grievance Procedure in Article (20).
- 2.06 For the purposes of communication, the Employer shall:
- a. provide bulletin board facilities for the exclusive use of the Union at each school site 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 from the Employer (i.e. job postings). The Employer shall use the Union bulletin board at each school for purposes of promptly posting minutes from that school's staff meetings. Said meetings refer to those wherein decisions impacting or potentially impacting EA's are made;



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- b. provide Union appointed School Liaisons reasonable access to fax machines within each school for the purpose of communication with the Union;
- c. cause union communication to be copied and distributed to the personal mail boxes or directly to each member.

**ARTICLE 3 - SCOPE**

- 3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.
- 3.02 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.
- 3.03 All employees' rights and privileges are included in this Agreement or in Board Procedures and Policy.
- 3.04 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.
- 3.05 No bargaining unit employees shall be laid off as a result of the Employer contracting out any of its present work or services.



## 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 Stewards and a School Liaison for each school in the Hanover School Division. At the Steinbach Regional Secondary School the Union may assign one extra liaison due to the size of the workforce at that location. 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. For emergent issues a Liaison will also act as Union witness to investigation meetings if required but will not file or handle grievances, nor attend discipline meetings. At no time shall there be a Steward and a separate School Liaison person in a single school except in the case of the SRSS as mentioned above.
  - 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 this Agreement and 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.

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- 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 & School Liaisons will not absent themselves from their work to deal with any union matter without first obtaining the permission of the Employer. Permission will not be withheld unreasonably, 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 Mileage to attend such meetings shall not be paid by the Employer.
- 4.05 Stewards shall not be paid for attendance at arbitration, mediation or any other proceeding that arises from the administration or enforcement of this Agreement.
- 4.06 The Union has the right to appoint or elect members to a Negotiations Committee. Where such negotiations take place during an employee's regularly scheduled shift, the Employer shall pay for those hours at the appropriate rate. The Union shall reimburse the Employer for such costs.
- 4.07 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.



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- 4.08 There shall be no Union activity on Employer's time except as provided for in this Agreement, or unless otherwise authorized by Management.

**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.

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 Employer 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. The Employer will give preference to the Union members (currently employed by the Division) for employment, provided such applicants are qualified, in the Employer's opinion, to meet the requirements of the job. The onus is on the Division to determine qualifications in a fair and reasonable manner which may include performance reviews to determine an employee's suitability for placement.



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- 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 relevant skill, ability and requisite qualifications.
- 6.03 A new employee shall be placed on a 360 hour probationary period and upon completion of their probationary period their seniority will be dated back to their first day of employment. The probationary period may be extended for a further 360 hours. The Union will be notified of any extension to an employee's probationary period.
- 6.04 When a new employee is hired, the Employer will notify the School Liaison or Steward, who shall be given up to ten (10) minutes of paid time within the first two (2) weeks of each new employee's employment to greet new EAs in their school and to discuss Union membership with 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 new EAs in their school and to discuss Union membership with such employees.
- 6.06 Employees on probation are covered by the Agreement except those provisions which specifically exclude such employees.
- 6.07 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.

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6.08 Neither the Employer nor the Union will tolerate harassment in the workplace. The Employer shall post their policy of harassment and ensure that all new employees are made familiar with it. Complaints will be thoroughly investigated. Alleged failure by any party to deal with a harassment 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 monthly 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 they are 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<sup>th</sup>) 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 for each employee. The information to be provided to the Union shall not contravene any provisions of the MB Freedom of Information and Privacy Act, the MB Personal Health Information Act, and the Canadian Privacy Act.



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- 7.04 The Union agrees and does hereby indemnify and save harmless for all claims, demands, actions and the proceedings of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off and remittance of Union dues as provided for above.

**ARTICLE 8 - JOB CLASSIFICATION AND RATES OF PAY**

8.01

- a. Employees shall be classified and paid in accordance with Schedule "A" which is attached to this Agreement and forms a part of it.
- b. Bargaining unit employees shall not be obligated to perform work outside the scope of their normal duties as defined by their job descriptions and as per the applicable Acts and Regulations of Manitoba governing their occupations.
- c. Where an Employee is called upon by the principal to take on the responsibilities of a Substitute Teacher, (and holds a Limited Teaching Permit at minimum) they shall be compensated as per the collective agreement between the Employer and the Manitoba Teachers' Society.

- 8.02 Rates of pay for any new classification(s) that may be established by the Employer and which come within the scope of this agreement shall be the subject of negotiations, and the Employer shall have the right to temporarily establish rate of pay until the regular rate of pay for the new classification(s) have been agreed upon.



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If the Employer and the Union cannot reach agreement, at the request of either party, the matter shall be submitted to arbitration as per Article 21 of this Agreement.

If the new classification is established within eighteen (18) 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.

The scope of work of any new such classifications shall not encroach in any substantive way upon the scope of work of any existing bargaining unit classifications.

8.03 Wages will be paid bi-weekly by direct deposit. Payroll Vouchers shall identify the total hours worked, total hours paid for at corresponding rates of pay, and all deductions.

8.04

a. If any employee who is scheduled to work reports for work at their scheduled starting time and work is not available, they shall be guaranteed a minimum of three (3) hours' wages unless the regularly scheduled hours are less than three (3) hours, in which case the employee will be paid for the regularly scheduled hours at the applicable hourly rate whether required to remain at the worksite or not.

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- b. If any employee who is scheduled to work reports for work at their scheduled starting time and begins working, they shall be guaranteed a minimum of three (3) hours' wages unless the regularly scheduled hours are less than three (3) hours, in which case the employee will be paid for the regularly scheduled hours at the applicable hourly rate whether required to remain at the worksite or not.
- 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 their regular wages for three (3) hours of work unless the employee's regular hours of work on a regular work day are less (as per Manitoba Employment Standards Code).

8.05 Where employees are required to attend staff meetings or committee meetings, such time shall be considered time worked.

**ARTICLE 9 - HOURS OF WORK AND OVERTIME**

9.01 When an employee is required to and directed to work beyond their regularly scheduled shift, but less than eight (8) hours in any one (1) day, the Employer will arrange for an equivalent number of hours off within the school year at a mutually agreeable time. In the event that it is not operationally feasible to arrange for said time off, the Employer will compensate employees at their regular rate of pay for all outstanding banked time accumulated under Article 9.01 on the final pay cheque of the school year.



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- 9.02 All hours worked in excess of eight (8) hours in a day, or forty (40) hours per week, shall be deemed overtime. An employee who is authorized to work overtime shall be compensated at one and one-half (1 1/2) times the regular rate of pay or banked at one and one-half (1 1/2) hours per hour worked. All banked time under Article 9.02 shall be taken or compensated for in accordance with the Employment Standards Code.
- 9.03 Only in exceptional circumstances and when initiated by the Employer shall accumulated banked time exceed the equivalent of the employee's regular working day at any point during one (1) school year.
- 9.04 The parties agree to observe Sunday as a day of rest and to limit Sunday work as much as possible. When an employee 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.
- 9.05 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.
- 9.06 Employees shall not be required to perform noon-hour supervision duties during their unpaid meal break.
- 9.07 The parties agree for the purpose of this agreement that the work week commences on Sunday.
- 9.08 **Field Trips**  
Attendance on overnight field trips is voluntary. For an overnight field trip wages shall be paid at a minimum of six (6) hours per working day or the employee's regular working hours whichever



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is greater. In the case of an overnight field trip the EA shall be paid an \$ 80.00 per diem per night. If it is not an overnight field trip, the Employment Standards Code will be followed.

On field trips, employees may with the approval of supervisory staff, work through their meal break. Such time will be paid.

- 9.09 No employee shall be discriminated against or compelled to work on a day, which on the basis of the employee's religious convictions, they are 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.
- 9.10 The start date, end date, break periods, non-instructional and instructional days within each school year shall be determined by the Department of Education in conjunction with the Division. Barring any reason an Employee is unable to attend their regular schedule throughout the year (by way of hire date, resignation/retirement date, term end date, termination, layoff, disciplinary suspension, or any other reason in which wages are deducted), they shall be paid for no less than the instructional days for that school year. These days shall not include Administration and Professional Development days identified in the school calendar.

On days in which a school(s) are closed unexpectedly, the Division has the expressed right to require staff to attend their assigned location, attend an alternate location or assign remote duties. Employees who cannot fulfill this requirement shall not be paid.

**ARTICLE 10 - SENIORITY, LAYOFF, AND RECALL**

10.01 Seniority is defined as the employee's accumulated regular hours worked under the terms and conditions of this Collective Agreement. This change in practice is subject to the conditions detailed in Schedule "D" of this Agreement.

The parties recognize that length of continuous service shall be one of the factors in the awarding of job postings and in the layoff and recall of employees. Seniority is the ranking of employees in accordance with their length of continuous employment with the Employer. Seniority shall be recognized as follows:

- a. **Location Specific Seniority** - the ranking of employees in any one school in accordance with their length of continuous service with the Employer;
- b. **Divisional Seniority** - the ranking of employees in accordance with their length of service with the Employer based on the employee's most recent date of hire.

10.02 With the exception of 10.03 below, seniority rights shall cease for an employee who:

- a. voluntarily terminates their employment and is not re-hired by the Division within the subsequent six (6) calendar months;
- b. is discharged and such discharge is not reversed through the grievance procedure; or
- c. fails to return to work following an authorized leave of absence or a suspension;



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- d. does not return to work from layoff within ten (10) working days of being notified. Notification will be sent to the last known address. The employee must inform the Human Resources Department of their current address;
- e. is laid off and their hours have been reduced to zero (0), for a continuous period in excess of fourteen (14) months.

**10.03 Seniority shall be maintained but not accrue when:**

- a. she is on an unpaid sick leave due to illness or accident;
- b. she accepts a position outside of the bargaining unit but within the Division for a period of not greater than fourteen (14) months, after which all seniority rights shall cease. By mutual consent, the parties may agree to extend said fourteen (14) month leave;
- c. she is on an authorized leave of absence in excess of fourteen (14) days, but less than fourteen (14) months;
- d. she is laid off in excess of the summer break, but less than fourteen (14) months;
- e. she is on an Education Leave under Article 16.04 of this collective agreement.

**10.04 Seniority shall continue to accrue for an employee who:**

- a. accumulates regular and overtime hours calculated at straight time; or
- b. is on Workers Compensation; or



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- c. is on an approved paid sick leave of less than one hundred and nineteen (119) days; or
- d. is on any Leave of Absence with Pay, including maternity or parental leave; or
- e. is on any paid or unpaid leave as provided for under the Manitoba Employment Standards Code or any other relevant legislation.

In all instances an employee returning to work for the Employer within (6) months of a voluntary termination and in all cases provided for in Article 10.03 the employee shall be paid at their most recent wage rate.

- 10.05 The Employer shall maintain a seniority list including a Location Specific Seniority list for each school in the Division. This list will show each employee's ranking as determined by hours worked in their classification. The list will also differentiate between Permanent and Term Employees. Seniority lists will be provided to the Union and posted on school bulletin boards during the first week of each month of the school year.
- 10.06 When the Employer deems it necessary to reduce the work schedule of an employee by one (1) hour per day or more, it shall inform the Union of the need for layoffs. The order of layoff shall be determined by inverse order of Location Specific Seniority, provided that the retained employees possess the relevant skill, ability and requisite qualifications to perform the work. An employee whose hours of work have been unilaterally reduced by one (1) hour or more per day may elect to:

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- a. Place their name on a Location Specific Recall List and continue to work the reduced shift until additional hours become available within their school at which time said employee will be offered available hours until they have regained hours equal to their former posting;

or

- b. Place their name on the Location Specific and Divisional Recall lists and continue to work the reduced shift if any hours remain. Employees on the Divisional Recall List will be offered available hours in their most recent school or positions within the Division in accordance with their Divisional Seniority, provided that the employees possess the relevant skill, ability and requisite qualifications to perform the work;

or

- c. Accept a complete lay-off and place their name on either recall list.

When an employee places their name on the Divisional Recall List they shall indicate any school(s) at 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.

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If an Employee accepts recall to a position outside of their regular school of employment, they may elect to have their name remain on the Location Specific Recall List for up to fourteen (14) months from the date of their original layoff in order to exercise their Location Specific Seniority at their most recent school at the time of lay-off.

- 10.07 The Employer shall provide at least two (2) weeks' notice of layoff, or pay in lieu of, to all employees with a regular schedule. This provision may be waived in such cases where it is operationally impossible for the Employer to anticipate an imminent shortage of work, in which case an employee shall be provided a minimum of three (3) working days' notice or pay in lieu thereof.
- 10.08 This layoff and recall protocol does not apply to the normal school closure at Christmas, Spring break and Summer break.
- 10.09 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) workdays after the layoff or termination took place.
- 10.10 Any employee laid off and recalled for work must return within five (5) workdays when employed after being recalled, 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.



## ARTICLE 11 - VACANCIES AND JOB POSTINGS

- 11.01 A vacancy which requires a job posting occurs when:
- a. there is an addition of  $2\frac{3}{4}$  regular hours or more to a school's daily schedule;
  - b. an employee permanently leaves their position of  $2\frac{3}{4}$  hours or more per day.
- 11.02 There shall be an annual posting process during the period of May 15 – June 7 of any school year. During the first five (5) calendar days of this period, all positions filled by temporary employees will be posted in each school and communicated to employees and to the Union by email. Any positions coming available outside the May 15 – June 7 period will be filled temporarily until the beginning of the school year following the next posting period. The Employer shall notify each permanent and term employee via workplace email address of the results of their position posting period prior to the fifteenth (15th) of July. The Employer shall provide the Union with a copy of all job postings, new hires and appointments on a monthly basis.
- 11.03 A job posting shall contain the following information: skills, abilities, and qualification requirements; the location of the position; hours of work; and the closing date for applications.
- 11.04 New positions filled by employees recalled from layoff shall be considered temporarily assigned. Such positions shall be posted as per Article 11.02. Permanent employees recalled from layoff will be considered permanent.

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- 11.05 In the filling of a vacancy, Location Specific Seniority shall be the determining factor. Where Location Specific Seniority does not apply, Divisional Seniority shall take its place. In all cases the applicant must possess the relevant skills, ability and requisite qualifications.
- 11.06 When the recall and posting process has been exhausted, and when an employee is asked by the Employer to transfer to a different school, their Divisional Seniority shall become their new Location Specific Seniority.
- 11.07 In filling vacancies, the Employer shall give preference to Hanover School Division Educational Assistants covered under certificate #MLB-7153 over outside applicants provided that the Educational Assistant applicant possesses the relevant skill, ability and requisite qualifications for the position.
- 11.08 Where the Employer requires an increase of less than three (3) hours per day in the time allotted to an existing Educational Assistant's position, the Employer shall offer the hours to the Educational Assistants within the school in order of seniority provided the Educational Assistant possess the relevant skills, ability and requisite qualifications of performing the tasks associated with the additional hours and is operational possible.

**ARTICLE 12 - VACATIONS**

12.01 All employees shall receive their vacation pay on qualified earnings added to each bi-weekly payroll at the following rates:

<b>Years of Service:</b>	<b>Vacation Pay:</b>
Years 1 to 4 inclusive	4 %
Years 5 to 9 inclusive	6 %
Years 10 to 15 inclusive	8 %
Years 16 to 24 inclusive	10 %
Year 25+	12 %

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

- a. absence due to verifiable illness/injury;
- b. any layoff where seniority is retained.

**ARTICLE 13 - HOLIDAYS**

13.01 The Employer agrees to pay employees as calculated by the Manitoba Employment Standards Code:

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

Canada Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Day for Truth & Reconciliation



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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.

If Remembrance Day is declared a school holiday by the Minister of Education, other than described in clause 01, 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.

When the Day for Truth and Reconciliation falls on a Saturday or Sunday, the parties agree that a replacement day shall be identified as the next non-instructional, non-paid day

Any additional holidays declared by the Provincial government and recognized in the annual school schedule as determined by the Department of Education shall be covered by the provisions of this Article.

**ARTICLE 14 - JURY DUTY**

14.01 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

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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 Employer upon becoming aware of his/her requirement to attend at court and keep the Employer informed on the employee's anticipated absence and return date.

**ARTICLE 15 - INSURANCE AND BENEFITS**

**15.01 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 Board.

15.02 The Employer will administer the LTD Plan. Premiums are paid solely by the employee.

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.



**15.03 Extended Benefits**

In order to protect employees and their families from the financial hazards of illness, extended health insurance, life insurance, accidental death and dismemberment insurance and an employee and family assistance plan shall be made available to all eligible employees through the CLAC Health and Welfare Trust Fund. An outline of the plan is listed in Schedule “B”. The premium cost shall be paid solely by the employee. Premiums shall be remitted monthly, in accordance with the timelines stipulated by the Union.

**15.04**

- a. Employees are eligible to receive coverage on the first day of the month following completion of the one (1) month waiting period. At that time, the Employer shall remit two (2) months’ premiums to commence coverage and shall continue to submit as per Article 15.03 thereafter. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.
- b. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements for all benefit plans, 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.

**15.05** The sole obligation of the Employer is to remit the monthly contribution stipulated, but not to provide the benefits themselves.



## SICK LEAVE

- 15.06 Sick leave is provided for the sole purpose of insuring an income to a full-time or part-time employee during periods of illness and/or injury when an employee is not able to perform their duties and responsibilities.
- 15.07 Sick leave credits, which will provide leave of absence with pay, shall accumulate at the rate of one (1) day per nine (9) days of active service with the employer to a maximum of twenty (20) days per year for the ten (10) months per year employees.
- 15.08 Effective date of union ratification, the maximum sick leave credits shall not exceed one hundred and fifteen (115) working days.

Employees are expected to mitigate any time missed for personal medical appointments to the greatest extent possible. 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.

- 15.09 The maximum sick leave as referred to above shall be reduced by the total number of working days taken as sick leave.
- 15.10 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.

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15.11 Proof of Illness

- a) For all absences of over three (3) consecutive days, due to illness, an employee shall be required to produce a certificate on a sick leave note/report acceptable to the Division and completed by a duly qualified medical physician or Nurse Practitioner disclosing all relevant and pertinent information. A certificate may be requested for any period less than three (3) consecutive days should the Division consider it desirable.
  - b) Medical information provided to the Division shall include the following relevant and pertinent information:
    - Instances of over three (3) consecutive days but less than eight (8) consecutive days will address section 1, 2 and 3 below;
    - Instances of absence of eight (8) consecutive days and longer shall address sections 1 through 6 inclusive.
1. Physician or Nurse Practitioner has examined the patient;
  2. Patient has or did have a medical condition that required(s) absence from work;
  3. Prognosis/anticipated duration of illness;
  4. Patient is receiving and participating in treatment/recovery plan;
  5. Anticipated return to work to full duties;

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6. Any restrictions/modifications to workplace or duties that are anticipated to be necessary in order to return the employee to work at an earlier date.

Any fee to be paid to the medical physician to complete the note/report with respect to the information required for sections 1, 2 and 3 shall be borne by the employee. Any fee to be paid to the medical physician to complete the note/report with respect to the information required for all sections 1 through 6 shall be borne by the employee up to a limit of \$25.00 and the Division shall bear the cost of such fees over \$25.00 per note/report.

15.12 Sick leave shall not be payable to any employee:

- a. who is engaged in any employment for a wage or profit;
- b. whose illness results from their 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 their 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.

15.13 Effective date of union ratification, Employees will be eligible to utilize up to four (4) days of accumulated sick leave per year for family illness where and where the employee is required to attend and 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.



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Employees are expected to mitigate any time missed for medical appointments for family members covered under this provision to the greatest extent possible. 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.

- 15.14 The Division and the Union agree that suspected misuse of sick leave will result in the withholding of sick leave pay and the accumulation of sick leave, and such instances will be investigated in a timely manner. Proven instances of abuse will result in disciplinary action up to and including termination of employment.

**ARTICLE 16 - LEAVES OF ABSENCE**

**16.01**

- a. Not exceeding two (2) days in each school year, an employee shall be granted a two (2) days leave of absence without pay in each school year for personal, or public or community service reasons by the Superintendent/CEO or Designate, if the request is made at least five (5) working days prior to the start of the leave. However, not more than ten percent (10%) of EAs per school shall be granted personal leave on the same day or in the case where a school has less than ten (10) EAs, no more than one (1) EA may be granted personal leave on the same day.

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One of these two days cannot be taken, preceding or succeeding any of the in-service, parent teacher, PD/Admin days, Spring, Summer, Christmas break periods.

Both of these two days can be used to extend long weekends, however, only one of these days can be used per one long weekend.

Educational Assistant can carry over one day to the following school year, accumulate up to a maximum of 3 unpaid days per school year.

- b. An employee may be granted a leave of absence without pay of between two (2) and five (5) consecutive work days for personal, or public or community service reasons in each school year, by the Superintendent/CEO or Designate, if the request is made in writing and at least two (2) weeks prior to the start of the leave. Such leave may not be used for vacation purposes. Exceptional circumstances shall be considered.
  
- c. An employee may be granted a leave of absence without pay exceeding five (5) consecutive work days for personal, or public or community service reasons in each school year, by the Board, if the request is made in writing and at least five (5) weeks prior to the start of the leave. Such leave may not be used for vacation purposes. Exceptional circumstances shall be considered.



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- d. An employee who has been employed for fifteen (15) years of employment shall be granted a leave of absence without pay exceeding ten (10) consecutive work days but not longer than six (6) months or the end of the current school year whichever occurs first, for personal or public or community service reasons, by the Superintendent/CEO or designate, if the request is made in writing and at least five (5) weeks prior to the start of the leave. Each employee can only access this leave once every ten years.
  
- e. If the employee takes a job elsewhere, during their leave of absence, without approval of the Board, the employee will be considered as having terminated their employment.

**16.02 Maternity Leave**

The Employer 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 Superintendent/CEO, in writing, of the intent to return to work at least two (2) weeks or one (1) pay period, whichever is longer, prior to resumption of work following the maternity leave.

**16.03 Adoptive and Parental Leave**

The Employer 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 Superintendent/CEO, in writing, of the intent to return to work at least two (2) weeks or one (1) pay period,



whichever is longer, prior to the resumption of work following a leave under this Article.

#### 16.04 **Educational Leave**

The Employer and Union agree that it is desirable to improve the educational standards of the workforce. Upon written request by the employee, the Employer may grant a leave of up to one (1) school year for educational purposes.

The education programs/training must be directly related to:

- the position/responsibilities of the Educational Assistant; or
- obtaining a teaching degree; or
- any training or education for which an EA would receive the education premium.

Consideration will be given to the operational requirements of the Employer and the length of the employee's service. All seniority rights shall remain frozen for the duration of the leave.

#### 16.05 **Bereavement Leave**

Upon request an employee shall be granted bereavement leave without loss of pay in the case of death of their parents, children, siblings, spouse or common-law spouse and grandchild up to but not exceeding 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 Assistant Superintendent of Student Services.

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For the purpose of this article, a common-law spouse shall be defined as follows: Where an employee establishes 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 Superintendent/CEO or Designate with or without pay.

**16.06 Union Business**

The Employer shall allow a maximum of four (4) Union designated Stewards up to three (3) days off without pay in each school year to attend 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 17 - USE OF PERSONAL VEHICLE**

17.01 The Employer may request that an employee use their personal vehicle to transport students or co-workers for work-related purposes, or to drive to alternate locations in order to perform assigned duties. The Employer shall compensate an employee for each kilometre driven at the Divisional Mileage Rate.



## **ARTICLE 18 - WORKPLACE SAFETY AND HEALTH**

- 18.01 The parties agree that there will be adequate employee representation on the Employer's Workplace Safety and Health Committee.
- 18.02 Minutes from Workplace Safety and Health Committee meetings will be posted on the Union bulletin board at each school. The recommendations of the Workplace Safety and Health Committee will be implemented by the Employer as agreed upon by the divisional Workplace Safety and Health Committee.

## **ARTICLE 19 - UNION-MANAGEMENT COMMITTEE**

- 19.01 In order to promote sound relations at work, the parties agree to schedule Union-Management meetings as required during the life of this Agreement. These meetings shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. 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 the employees do not regularly work, then they will not be paid for their time. The Employer will pay for three (3) Union/ Management meetings annually. The costs of any additional meetings called shall be the responsibility of the party who calls such a meeting.
- 19.02 The Employer and the Union shall each appoint two (2) or three (3) representatives to the Union-Management Committee. The minutes shall record the business of each meeting, and a copy shall be mailed to the Union's provincial office and 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 Management person to whom the employee reports. 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) 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.

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- 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 Employer or their 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 group 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) 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) 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) days of the decision under Step 1 or within fourteen (14) 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) 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) 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) 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) 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) days of service as aforesaid, either party may request the Minister of Labour to appoint a single Arbitrator.

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



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- 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 a 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.
- 21.12 Notwithstanding the whole of Article 21, the Union and employer may agree to consider the resolution of the grievance prior to arbitration by using an alternate method of dispute resolution such as Mediation. If it is determined that this alternate method is not practicable, the referral to Arbitration will continue.

## ARTICLE 22 - PROGRESSIVE DISCIPLINE

- 22.01 When the conduct or performance of an employee calls for a reprimand of record 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 the CLAC. Prior to issuing such a reprimand, the Employer shall interview the employee. If such request is made, the employee will not be reprimanded until the School Liaison, Steward, or CLAC Representative can be present. The Employer agrees 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. The Employer agrees that such terminations will not be discriminatory or in bad faith.

## ARTICLE 23 - EDUCATION, TRAINING, & PUBLICATION

- 23.01 **Professional Development** - The parties agree that the on-going development of skills and the acquisition of knowledge is of primary importance. To that end, employees will be afforded professional development opportunities in keeping with the following:
- a. Six (6) hours of dedicated professional development for an employee working a minimum of 5.5 hours regularly per day, or three (3) hours of dedicated professional development for an employee working a minimum of 2.75 to 5.5 hours regularly per day. Group orientation sessions and group mandatory yearly trainings (ex. URIS) are not included.



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b. Wherever operationally possible, professional development days shall be scheduled in accordance with professional development days as established for teaching staff.

23.02 The parties shall equally bear the costs associated with printing and publication of the collective agreement.

**ARTICLE 24 - DURATION**

24.01 This Agreement shall be effective on September 1, two thousand twenty-two (2022), and shall remain in effect to and including August 31, two thousand twenty-six (2026), 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 neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of DECEMBER, 2023.

**SIGNED** on behalf of  
**Hanover School Division**

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
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



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**Schedule “A”  
Wages**

**Regular Educational Assistants**

Level	1-Sep-22	1-Sep-23	1-Sep-24	1-Sep-24	1-Sep-25
	3.30%	3.00%	Spec Adj	2.50%	1.50%
1 (year 1)	\$17.33	\$17.85	\$18.60	\$19.07	\$19.35
2 (year 2)	\$18.26	\$18.81	\$19.56	\$20.05	\$20.35
3 (year 3)	\$19.27	\$19.84	\$20.59	\$21.11	\$21.42
4 (year 4)	\$21.24	\$21.88	\$22.88	\$23.45	\$23.80
5 (year 10 +)	\$21.56	\$22.21	\$23.71	\$24.30	\$24.66
Educational Premium	\$0.95	\$1.15		\$1.25	\$1.35

**Educational Premium**

Educational Assistants with relevant educational training shall be paid an hourly premium as per the rates set out above at the conclusion of their probationary period for relevant educational training which includes the following: a valid teaching certificate, a valid EAL certificate when the E.A. is working as an EAL Educational Assistant, a valid educational assistant’s certificate/diploma, a valid para-educator’s certificate/diploma, a valid relevant post-secondary university degree, or other relevant post-secondary training approved by the Assistant Superintendent of Student Services. Relevant educational training may be assessed at the time of hire, or upon an employee’s completion of relevant training and presentation to the Assistant Superintendent of Student Services and the Secretary-Treasurer of proof of such completed training. This premium shall apply to Regular Educational Assistants only.

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**Signing Educational Assistant**

Level	1-Sep-22	1-Sep-23	1-Sep-24	1-Sep-24	1-Sep-25
	3.30%	3.00%	Spec Adj	2.50%	1.50%
1 (year 1)	\$19.85	\$20.45	\$21.20	\$21.73	\$22.06
2 (year 2)	\$22.10	\$22.76	\$23.51	\$24.10	\$24.46
3 (year 3)	\$23.55	\$24.26	\$25.26	\$25.89	\$26.28
4 (year 10 +)	\$24.02	\$24.74	\$26.24	\$26.89	\$27.30

**Visual Language Interpreter**

Level	1-Sep-22	1-Sep-23	1-Sep-24	1-Sep-24	1-Sep-25
	3.30%	3.00%	Spec Adj	2.50%	1.50%
1 (year 1)	\$23.73	\$24.44	\$25.19	\$25.82	\$26.21
2 (year 2)	\$26.36	\$27.15	\$27.90	\$28.60	\$29.03
3 (year 3)	\$27.76	\$28.59	\$29.59	\$30.33	\$30.78
4 (year 10 +)	\$28.30	\$29.15	\$30.65	\$31.42	\$31.89

**Experience Credit Defined:**

Newly hired employees, with directly related experience, as determined by the Employer, gained within the six (6) year period immediately prior to the employee being hired by Hanover School Division, will be advanced one (1) increment on the salary grid for every three (3) full years of direct related experience. Example: An employee in this situation with three (3) full years of prior experience will start at Level 2 rather than Level 1. This will have no impact on Seniority as related to Articles 10 and 11.

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Any employee upgraded to a higher classification shall move from his/her rate of salary received from their former classification to the next highest rate in their new classification.

**Casual Employees** shall be paid at 95% of Level 1 on the Regular EA wage grid.



## Schedule “B”

### Outline of Insurance Coverage

*(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;
- dependent life insurance \$10,000 for spouse; \$5,000 for each dependent child
- dental plan at the latest fee schedule available;  
Basic services: 80% up to \$2,000 per person annual  
Major services: 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  
age 21 and over: \$350 every two years
- extended health coverage for employee and family;
- massage therapy with a limit of \$80/visit;
- 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.

**BENEFITS INFORMATION**

**CLAC WESTERN BENEFIT OFFICE** 1-888-600-2522

[www.clac.ca](http://www.clac.ca)

**GREEN SHIELD CANADA** 1-888-711-1119

(access through myCLAC-[www.clac.ca](http://www.clac.ca))

**HUMANACARE (EFAP)** 1-800-661-8193

[www.humanacare.com/clac](http://www.humanacare.com/clac)

**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 1**

**between**

**Hanover School Division**

**and**

**Education, Service, and Health Care Union, CLAC Local 306**

**for**

**Educational Assistants**

**Re: Interpretation and Intent of Article 11 – Vacancies and Job Postings**

With Regard to the Filling of Positions by Permanent and Temporary Employees

The parties have agreed that this letter serves to clarify Article 11 of the Collective Agreement and how it applies to Permanent and Temporary Employees.

**Article 11.05 reads:**

*In the filling of a vacancy, Location Specific Seniority shall be the determining factor. Where Location Specific Seniority does not apply, Divisional Seniority shall take its place. In all cases the applicant must possess the relevant skills, ability and requisite qualifications.*

**We understand this to mean that:**

*In the filling of posted positions by Permanent Employees (EAs including EAL and Interpreter/EAs):*

Posted positions shall first be filled by Permanent Employees. Where no Permanent Employee with Location Specific Seniority has applied for a

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position, Divisional Seniority shall be the determining factor. In all cases the applicant must possess the relevant skills, ability and requisite qualifications.

*In the filling of posted positions by Temporary (term) Employees (EAs including EAL and Interpreter/EAs):*

After all Permanent Employee applicants have been placed, current Temporary (term) Employee applicants will be awarded permanent positions from the remaining posted positions, by applying Location Specific Seniority first and then Divisional Seniority. In all cases the applicant must possess the relevant skills, ability and requisite qualifications.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of December 2023.

**SIGNED** on behalf of  
**Hanover School Division**

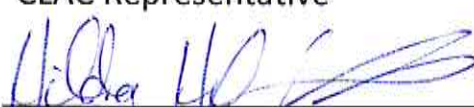
  
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Employer Representative

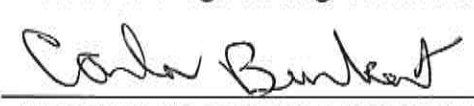
  
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Employer Representative

\_\_\_\_\_  
Employer Representative

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

\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Member Negotiating Committee

  
\_\_\_\_\_  
Member Negotiating Committee

**Letter of Understanding 2**

**between  
Hanover School Division**

**and  
Education, Service, and Health Care Union, CLAC Local 306**


**for  
Educational Assistants**

**Re: Staffing of New Schools**

In the case of a new school being built over the life of this collective agreement and prior to the staffing decisions being finalized the Division will meet and consult with the Union regarding the staffing process. The Union reserves the right to file a grievance should either the process for staffing or the implementation be unfair, unreasonable, and not in keeping with the terms and condition of the Collective Agreement.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of December 2023.

**SIGNED on behalf of  
Hanover School Division**

  
\_\_\_\_\_  
Employer Representative

  
\_\_\_\_\_  
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



**Letter of Understanding 3**

**between**

**Hanover School Division**

**and**

**Education, Service, and Health Care Union, CLAC Local 306**

**for**

**Educational Assistants**

**Re: Workplace Safety and Health**

The Union, in its desire for a safe and respectful workplace, commits to support and where possible, jointly with the Employer facilitate the promotion, formation and implementation of the Workplace Safety and Health Committee(s) and the recommendations arising from such committee(s). This will include facilitating the election of bargaining unit members to the Workplace Safety and Health Committee(s) and where appropriate and applicable communicating to its membership the recommendations and outcomes. The Union will endeavour to work towards solutions and assist the Employer in implementing such solutions.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of December 2023.

**SIGNED on behalf of  
Hanover School Division**

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
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

**Letter of Understanding 4**

**between**

**Hanover School Division**

**and**

**Education, Service and Health Care Union, CLAC Local No. 306**

**for**

**Educational Assistants**

**Extended Health Benefits for Term Employees**

With regard to Term Employees and Article 15 of the collective agreement between the parties:

It is understood that when an employee who was eligible to participate in the extended health benefit program administered by CLAC resigns their position and is rehired within timeframes outlined in 10.03 of the collective agreement (fourteen months), and even if that employee is rehired as a term employee, such employee shall immediately resume participation in the extended health benefit plan administered by CLAC.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of December 2023.

**SIGNED** on behalf of  
**Hanover School Division**

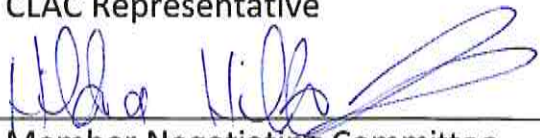
  
\_\_\_\_\_  
Employer Representative


  
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Employer Representative

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Employer Representative

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

\_\_\_\_\_  
CLAC Representative

  
\_\_\_\_\_  
Member Negotiating Committee

  
\_\_\_\_\_  
Member Negotiating Committee

**Letter of Understanding 5**

**between**

**Hanover School Division**

**and**

**Education, Service and Health Care Union, CLAC Local No. 306**

**for**

**Educational Assistants**

**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.

Dated at Steinbach, Manitoba this 5<sup>TH</sup> day of December 2023.

**SIGNED** on behalf of  
**Hanover School Division**

\_\_\_\_\_  
Employer Representative

\_\_\_\_\_  
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