



COLLECTIVE AGREEMENT

BETWEEN

CUPE LOCAL 4456
(Clerical, Library, Office and Ict Workers)

AND

SUNRISE SCHOOL DIVISION

JULY 1, 2018 TO JUNE 30, 2022

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COLLECTIVE AGREEMENT

BETWEEN:

THE SUNRISE SCHOOL DIVISION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
LOCAL 4456**

July 1, 2018 to June 30, 2022

ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties to this agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Sunrise School Division ("the Employer") and the Canadian Union of Public Employees, Local 4456 ("the Union").
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

Now therefore, the parties agree as follows:

ARTICLE 2 - SCOPE OF AGREEMENT AND DEFINITIONS

2.01 This Agreement is made to cover all employees as outlined by Certificate No 6529 issued by the Manitoba Labour Board and/or as listed in Schedule "A" attached.

2.02 Employee means a person who is employed by Sunrise School Division within the scope of this Agreement.

- a) Full-Time Employee means an employee who regularly works the full prescribed hours of work per week;
- b) Part-Time Employee means an employee who is scheduled to work less than the full prescribed hours per week on a regular and recurring basis.



- c) Temporary Employee means an employee who is hired temporarily to fill a term or temporary position.

Temporary employees shall receive the minimum rate of pay for the position they assume and shall not receive priority over permanent employees on lay off or recall for any available work. Temporary employees are not covered by Layoff and Recall provisions of the Agreement.

Temporary employees are required to serve the six (6) month probationary period if they are the successful applicant for a permanent position. Following successful completion of the probationary period, seniority shall be backdated, where applicable, to take into account service worked as a temporary employee within the preceding one (1) year period.

- d) Casual Employee means an employee who is employed on an irregular and unscheduled basis.

Casual employees shall not be entitled to benefits incorporated in this Agreement. The casual employee shall be paid at Step 1 of the lowest paid classification.

- e) Students who are normally hired between April 15th and September 15th are not covered by this agreement.

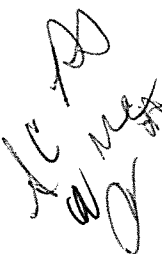
- 2.03 Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

ARTICLE 3 - DURATION, REVISION AND TERMINATION

- 3.01 This agreement shall be in full force and effect from July 1, 2018 until June 30, 2022 and shall continue in effect from year to year thereafter unless terminated or renewed as hereinafter provided.
- 3.02 Either party desiring to terminate or amend this agreement shall, not less than thirty (30) days nor more than ninety (90) days prior to the termination date give notice in writing to the other party of the desire to terminate or amend the agreement.
- 3.03 Changes to the collective agreement shall be effective the date of signing unless specifically provided otherwise.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the provisions of this agreement the operation of the schools and direction of the staff covered by Certification No 6529, including the right to hire, suspend or discharge for just cause, to assign to jobs, to classify, to promote, to transfer for cause, employees among the schools, to increase, decrease or reorganize the staff, both permanent and temporary, to determine the service necessary for the most efficient operation of the schools is clearly a function of management and is vested exclusively in the Division. The Division agrees that it will not exercise any of the foregoing rights of this article in a discriminatory manner. The specific terms of this contract shall be the source of any rights that may be asserted by the Union against the School Division. In administering this agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.



ARTICLE 5 – RECOGNITION AND UNION DUES

- 5.01 The Board recognizes the "Canadian Union of Public Employees", Local 4456 as the sole collective bargaining agency of all employees as outlined in M.L.B. Certificate No. 6529 and/or as classified and covered by this agreement, those excluded by the Act and those positions that the parties may, from time to time, agree on as being excluded from the collective agreement.
- 5.02 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 5.03 Deductions shall be made from the monthly payroll and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following. A list of the names of the employees for whom deductions have been made shall be included.
- 5.04 The Division shall indicate the amount of Union dues paid by each employee during the relevant year on the Income Tax T-4 slips.
- 5.05 The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the deduction of Union dues as provided in Article 5.01.
- 5.06 The Union shall notify the Superintendent or designate of the names of the local officers within two (2) weeks after election or appointment.
- 5.07 All correspondence between the Employer and the Union arising out of this agreement or incident hereto shall pass to and from the Division or designate and the President or designate.
- 5.08 The Union shall have the right to have the assistance of representative(s) or advisor(s) of the Union when dealing or negotiating with the Division on matters related to the collective agreement or the Manitoba Labour Relations Act.
- Such representative(s) or advisor(s) shall have access to the Division's premises in order to communicate with any employee(s) within a given building in the bargaining unit with respect to matters arising out of the collective agreement or the Manitoba Labour Relations Act providing the following conditions are met:
- 1) Prior approval of the Superintendent or designate.
 - 2) That visitation does not disrupt normal work function and will take place during normal break time.
- 5.09 The union shall provide newly hired members with an electronic copy of the collective agreement. The Division shall post the collective agreement on the Division's website, and shall notify the union of all newly hired members within five (5) working days of their being hired.

ARTICLE 6 - PROBATIONARY PERIOD

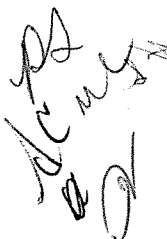
- 6.01 Employees shall be on probation for a period of six (6) consecutive months from the date of hiring. In the case of ten (10) month employees, the normal school break of summer shall not count as service toward the completion of an employee's probation period.

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- 6.02 At any time during this period, the employee may be suspended or dismissed by the Employer without any reason or notice being given therefore and notwithstanding any other provision in this agreement there shall be no appeal or recourse to the Grievance and Arbitration procedure against such suspension or dismissal.
- 6.03 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment.

ARTICLE 7 - SENIORITY

- 7.01 (a) For the purpose of the Agreement, there shall be two (2) types of seniority: Bargaining Unit and Seniority by Classification as defined in Clause 7.01 (b) and (c);
- (b) Seniority by Classification is defined as the length of continuous service within a classification since the date of last hire in such classification. For the purpose of this agreement, the following classifications shall be recognized, namely those of Clerical, Library, ICT Senior Server Operations Specialist, ICT Technician, Payroll Officer, Finance Officer.
- (c) Bargaining Unit seniority is defined as the length of continuous service in the bargaining unit since the date of last hire and confirmed in accordance with Clause 7.06.
- (d) Seniority by Classification shall be one of the factors in determining preference of priority for promotions, demotions, layoffs and recalls within a classification in accordance with the terms of Article 8.02 and other related articles of this agreement.
- 7.02 Seniority shall be maintained and accumulated during:
- a) absence due to sickness or accident up to eighteen (18) months;
- b) authorized leave of absence of up to thirty (30) days.
- c) for any approved leave of absence for parental and/or maternity purposes.
- 7.03 Seniority shall be maintained but not accumulated if:
- a) an employee is laid off for less than fifteen (15) months;
- b) an employee is on an authorized leave of absence in excess of thirty (30) days but less than fifteen (15) months.
- c) an employee successfully posts into another classification in the bargaining unit.
- 7.04 An employee's seniority shall be forfeited and his/her employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a) the employee is discharged and not reinstated;
- b) the employee resigns;
- c) the employee is absent from work without notifying the Division;
- d) the employee is laid off for a period longer than fifteen (15) months;
- e) the employee fails to report for duty after notification to his/her last known address by registered mail following a layoff; the onus is on the employee to inform the Employer of his/her current address;
- f) the employee is retired;
- g) the employee fails to report for duty without a valid reason at the termination of a leave of absence, vacation or suspension.



- 7.05 For the purposes of seniority, employees working both ten (10) months and twelve (12) months shall be recognized as having one (1) year of service.
- 7.06 (a) The Union shall be provided with two (2) copies of the seniority list on or about December 31st of each year and the Division shall post such seniority list at each work location.
- (b) Each employee shall be entitled to a period of ten (10) working days after the posting of the seniority list to protest in writing any alleged omission or incorrect listing to the Superintendent or designate. In the case where an employee is on vacation, leave of absence or sick leave, an employee may protest an alleged omission or incorrect listing within ten (10) working days of his return to work. If there is no objection within the time frame, the list shall be deemed correct.

ARTICLE 8 - PROMOTIONS AND STAFF CHANGES

- 8.01 When a vacancy occurs or a new position is created inside the bargaining unit, the employer shall post notice of the position in the employer's office and schools for a minimum of five (5) working days so that all members will know about the vacancy or new position. Applications by present employees shall be in by the sixth (6th) working day after the initial posting of the position. In the posting, the notice shall contain the nature of position, qualifications, required knowledge, skill and wage rate or salary range.
- 8.02 a) Both Parties recognize the principle of promotion within the service of the Employer. Therefore employee applications will be considered prior to applications from outside the bargaining unit.
- b) In selecting employees for vacant positions, the Division will consider the following factors in the order listed:
- 1) qualifications
 - 2) ability
 - 3) skill
 - 4) employment history

When in the sole discretion of the Employer the above noted criteria are equal, seniority shall prevail.

After consideration of the above criteria, where two candidates are determined to be equal, then the internal candidate will be given preference.

- 8.03 The Division shall notify the Union of all appointments, transfers, layoffs and recalls and will forward a copy of all postings to the Union.
- 8.04 Any employee upgraded to a higher classification shall be considered to be on a trial basis in his/her new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, the employee shall be returned to his/her previous or similar position without loss of seniority.
- During the trial period, the Division will, at its discretion, consider an employee's request to return to their former position and rate of pay.
- Any employee upgraded to a higher classification shall move from his/her rate of salary received from his/her former classification to the next highest rate in his/her new classification.

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- 8.05 When an employee is relieving another employee in a higher paid classification as per Schedule "A", in excess of five (5) consecutive working days, the employee shall receive the next highest rate of pay for that classification for all hours worked provided he is performing substantially all of the duties in the classification. No posting shall be required in such cases.
- 8.06 All positions that can reasonably be expected to last for six (6) consecutive weeks or longer shall be posted and filled in accordance with the Collective Agreement.

ARTICLE 9 - NO DISCRIMINATION

- 9.01 The Union and the Division agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or non-membership or activity in the Union.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

- 10.01 A Labour Management Committee shall be established consisting of three representatives of the Division and three representatives of the Union. The Labour Management Committee would consider:
- (a) Promoting safety and sanitary practices;
 - (b) Reviewing suggestions from employees;
 - (c) Improving the quality of service to the students of the Sunrise School Division.
 - (d) Other matters of mutual interest.

The Committee shall meet when requested by either Party at a time and place suitable to both parties. Matters that are subject to the grievance procedure shall not be discussed at the committee meetings.

- 10.02 The Committee shall not consider wages, or any matter of collective bargaining including the administration of this collective agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Board and does not have the power to bind either the Union or its members or the Division to any decisions or conclusions reached in its discussions. The Committee may make recommendations to the Union and the Division with respect to its deliberations.

- 10.03 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Board which affect the members of this Union are to be posted on the Division's website. In the event that the WAN is in-operational, the information will be faxed for appropriate bulletin board posting.

ARTICLE 11 - HOURS OF WORK

- 11.01 The normal hours of work shall be five (5) days per week, up to seven (7) consecutive hours per day, exclusive of the meal period, Monday to Friday with two (2) consecutive days off. ICT members, in exceptional circumstances where services are unavailable, as determined by the Superintendent or designate may be required to work outside of the above prescribed hours.

- 11.02 Employees working 5 ½ hours or more shall receive a fifteen (15) minute rest period in the first half of their shift and a (15) minute rest period in the second half of the shift. Employees working less than 5 ½ hours are entitled to a fifteen (15) minute rest period other than their meal break.



11.03 Employees shall normally work the school year as prescribed by the Minister of Education as set out in the Regulations to the Public Schools Act, including in-service days, and shall not exceed two hundred ten (210) days. The Division shall establish in its sole discretion the requirement for additional working days and the times when such days are to be worked. Employees shall be paid their regular hourly rate for all hours of attendance.

ARTICLE 12 - OVERTIME

- 12.01 Overtime work shall not be performed or paid for unless authorized by the employee's supervisor.
- 12.02 Overtime shall be at the rate of one and one-half (1 1/2) times the employee's hourly rate of pay for all hours beyond eight (8) hours in any one day or beyond forty (40) hours in any one week.
- 12.03 All time worked on an employee's regular days off shall be paid at double time the standard rate of pay for every hour worked.
- 12.04 Any employee who is required to work on a statutory holiday shall be paid the rate of double time based on the standard rate of pay for every hour worked in addition to his/her regular pay.
- 12.05 Instead of cash payments for overtime, an employee may request to receive time off at the appropriate overtime rate, such requests shall not be unreasonably withheld having regard for the efficient operation of the Division.
- 12.06 When an employee is called from his/her home for an emergency, the employee shall receive a minimum of two (2) hours pay at overtime rates.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Procedure

13.01 Should a dispute arise between the Division and any employee(s) regarding the content, interpretation, or application of the agreement, an earnest effort shall be made to resolve the issue in the following manner:

Step 1

A grievance shall be filed with the Superintendent or designate within ten (10) working days of the alleged incident.

Step 2

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 1, the employee(s) concerned together with the Union Representative will submit to the Division, a written statement of the particulars of the complaint and the redress sought. The Division shall render its decision within ten (10) working days following the regular Board meeting falling immediately after receipt of said written complaint.

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Step 3

Failing satisfactory settlement being reached in Step 2, the Union shall indicate their intent to proceed or not to proceed to arbitration within twenty (20) working days.

- 13.02 The time limits in the Grievance Procedure may be extended by consent of the Parties to this Agreement, in writing.
- 13.03 An employee, considered by the Union to be wrongfully discharged or suspended, shall be entitled to initiate such grievance at Step 2.
- 13.04 The Union shall have the right to originate a grievance on behalf of an employee(s). Such a grievance shall commence at Step 2. The Union shall identify the affected employee(s).
- 13.05 Replies to grievances shall be in writing at all stages.

Arbitration Procedure

13.06 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or by messenger service addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select a chairperson mutually satisfactory to both parties.

13.07 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) calendar days of their appointment, the appointment shall be made by the Minister of Labour, Province of Manitoba, upon the request of either party.

- 13.08 The decision of the Board of Arbitration shall be final and binding on all parties and the decision shall be made within twenty (20) working days from the time the hearing is held.
- 13.09 Each party shall pay the fees and expenses of its appointee and one-half (1/2) the fees and expenses of the chairperson.
- 13.10 The Arbitration Board does not have the jurisdiction to make a decision which is inconsistent with the provision of the collective agreement, or to modify or amend any provision of the collective agreement.
- 13.11 Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to establishment of an Arbitration Board shall apply, with changes in points of detail, to the single arbitrator.
- 13.12 No person shall be selected as a member of the Arbitration Board who is acting or has acted as a solicitor, counsel or agent for either of the parties for a period of one (1) year prior to the date on which notice of desire to submit the matter to arbitration is given.



ARTICLE 14 - STATUTORY HOLIDAYS

14.01 All employees shall have the following holidays off at their regular rates of pay provided they have met the requirements of the Employment Standards Code.

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

Plus any other statutory holiday, including Remembrance Day, as proclaimed by the federal, provincial or local government authority, school board authorities, provided it occurs on a regular school day, and the schools are closed.

14.02 In the event of any of the said holidays falling on Saturday or Sunday, with the exception of Remembrance Day, such holiday shall be observed on the day substituted therefore by the Government of Canada and/or Province of Manitoba, subject to the schools being closed on the day so substituted, and provided that, if Remembrance Day is declared a holiday, employees will be entitled to receive such holiday with the exception that, if school children are required to attend school for a portion thereof then the employees will be required to work on such day for a period of time to carry out their duties and the remainder of the day shall then be a holiday.

14.03 When a recognized holiday falls during an employee's annual vacation or regular day off, they shall be allowed an additional day at a time mutually convenient to the employee and the Board.

14.04 Regular part-time employees shall be entitled to statutory holiday pay on a pro rata basis.

ARTICLE 15 - VACATION

15.01 For twelve month employees only the vacation entitlement shall be calculated as to the numbers of years' service of each employee as at July 1st of each year.

- 15.02 a) Where the hours of an employee vary from day to day, the employee's pay for vacation days shall be equivalent to the employee's average daily rate, exclusive of overtime, over the period of the previous one (1) year.
- b) Employees with more than one (1) year of service shall be eligible for a paid vacation as follows:
- 1) Twelve (12) working days after one (1) full year of continuous service.
 - 2) Fifteen (15) working days after three (3) years of continuous service.
 - 3) Twenty (20) working days after nine (9) full years of continuous service.
 - 4) Twenty-five (25) working days after seventeen (17) full years of continuous service.
 - 5) Thirty (30) working days after twenty-four (24) full years of continuous service.

15.03 Ten (10) month employees shall take vacation during the Christmas and Spring breaks. Employees qualifying for more vacation than what is normally provided at Christmas and Spring breaks shall receive the balance in pay at May 30th. Such pay shall be issued in a separate electronic funds transfer from regular pay. Employees who have not accrued sufficient vacation credits to cover the vacation days taken during the Christmas and Spring breaks will have their salary adjusted in either December or in June.

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- 15.04 Workload permitting the Division shall consider individual employee requests for vacation at times other than provided in the Article. All such requests shall be in writing and the School Division shall endeavour to respond in writing in a timely fashion.
- 15.05 a) School Year Employees
For the purpose of computing vacation credits the ten (10) month school year shall be considered as one (1) year's service.
- b) One (1) completed month of service is deemed to consist of fifteen (15) working days or more with the exception of December.
- 15.06 Employees working 12 months must submit vacation intent for approval by the date specified by Division. The employer will give due consideration to employees' preference and individual circumstances, operational requirements, and seniority.

In an emergent situation, the Division may approach an employee to defer vacation. Should the employee agree to do so, the vacation will be rescheduled to another mutually agreed time.

ARTICLE 16 - SICK LEAVE

- 16.01 Sick leave is provided for the sole purpose of providing a continuous income to any employee during periods of illness or injury.
- 16.02 An employee will not be entitled to sick leave when the employee is absent from work because of plastic surgery performed solely for cosmetic purposes.
- 16.03 Employee shall accumulate sick leave at two (2) days per month up to a maximum of twenty (20) days per year for ten month employees, and twenty-four (24) days per year for twelve month employees. Where a ten month employee works ten (10) additional days in July and August, they shall earn an additional one (1) day of sick leave, to accumulate up to a maximum of twenty one (21) days per year.
- Sick leave shall accumulate to a maximum of one hundred and twenty-three (123) days. Accumulation of sick days shall be calculated each month.
- 16.04 Upon request by the Division the employee shall submit a Doctor's Certificate for verifying their absence.
- 16.05 The Board, in its discretion, may grant sick leave for a period in excess of the provisions of this Article.
- 16.06 In any instance where the Manitoba Public Insurance Company reimburses an employee for wage loss, such reimbursement shall be submitted to the Division to reinstate the employees used sick leave.
- 16.07 An employee shall be entitled to use up to a maximum of four (4) days of sick leave per year, to attend to the emergency illness or injury of that employee's partner, parent or child. A medical certificate may be required to verify the emergency illness or injury.
- 16.08 On or before March 31st of each year, all employees shall be provided with written documentation showing their accumulated sick leave.

ARTICLE 17 - LEAVES OF ABSENCE



17.01 Bereavement Leave

- a) An employee shall be granted up to five (5) working days' leave, without loss of salary, in the case of death of the employee's spouse, common-law partner, father, mother, son or daughter.
- b) An employee shall be granted three (3) working day's leave without loss of salary, in the case of death of a brother, sister, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law and daughter-in-law, mother-in-law and father-in-law.
- c) An employee shall be granted up to one (1) day leave without loss of salary, to attend a funeral as a pallbearer. Such pallbearer leave is not in addition to leaves outlined above.
- d) It is the responsibility of all employees to notify their supervisor prior to taking such leave.
- e) At the discretion of the Superintendent or designate, additional leave with or without pay may be granted upon request of the affected employee. This applies to all of the above.

17.02 General Leave

An employee may be granted leaves of absence without pay for personal reasons if:

- a) the employee requests it in writing from the management, and
- b) the leave is for good reasons and does not interfere unduly with the operations of the Division. In emergency situations, leave may be granted through verbal notification from the Division's representative.

17.03 Personal Leave

Each full-time employee and each part-time employee shall be entitled to two (2) days of personal leave in each school year without loss of salary. A Temporary employee shall be entitled to receive one (1) personal leave day without loss of salary upon completion of each five months of employment to a maximum of two (2) personal leave days per school year.

Personal leave is not cumulative from one school year to the next and will be scheduled having regard to the efficient operation of the school division.

17.04 Compassionate Care Leave

Compassionate Care Leave will be granted in accordance with the Employment Standards Code.

17.05 Exam Leave

Where the Division has requested an employee to take a course or program of study, leave with pay shall be granted for two (2) course exams per year written during normal working hours. In doing so, should the Division choose to replace the employee, the Division shall assume the costs of the replacement.

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ARTICLE 18 – UNION LEAVE

- 18.01 a) Leaves of absence without pay may be granted to employees to undertake full time Union work or to attend Union conferences or conventions as official delegates. During such leaves seniority shall accrue.
- b) The Division may, upon request, continue to pay the employee during periods of leave of absence without pay as if the employee had remained at work. The Division will then bill the Union an amount equal to 100% of the employee’s salary plus cost of fringe benefits.
- c) For Union Business: Negotiating Committee shall be appointed and consist of such members of the Division as appointed by the Division as the Division may determine and not more than six (6) members of the Union as appointees of the Union.

ARTICLE 19 – MATERNITY/PARENTAL LEAVE

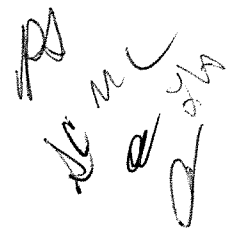
- 19.01 Maternity/Parental Leave will be granted in accordance with the Employment Standards Code.
- 19.02 Upon written request by the employee, the Board of Trustees may grant additional time beyond the period provided by the Employment Standards Code.
- 19.03 A male employee shall be granted up to two (2) days’ leave at no loss of salary at the time of birth or adoption of his son or daughter.

ARTICLE 20 – MAJOR RELIGIOUS HOLY DAYS

- 20.01 An employee shall be given leave of absence up to a maximum of three (3) days per school year without loss of pay for major religious holy days observed by the employee and designated as a day of obligation by the employee’s religion.
- 20.02 Employees shall not absent themselves from duty for reasons of major religious holy days without first notifying the Superintendent or his/her designate.

The following notification period shall apply:

- i) Employees on staff requiring major religious holy leave during the school year shall provide notice in writing on the prescribed form as soon as possible after the start of the school year but not later than September 30.
 - ii) In instances where major religious holy leave is required prior to September 30 in the school year, unless the holy day falls within the first ten (10) working days of the school year where the notice shall not be less than five (5) working days.
 - iii) Where the appropriate notice has not been given, major religious holy days will be provided and the employee’s regular salary will be deducted.
- 20.03 The parties agree that the above represents reasonable accommodation regarding leave for major religious holy days.



ARTICLE 21 – JURY DUTY SERVICE OR WITNESS DUTY

- 21.01 An employee who is called upon to serve on a jury or subpoenaed as a witness in a court of law, shall be paid his/her regular salary. The employee shall make himself/herself available for duty at his/her school during regular hours when the employee may not be required at court and will present proof of jury service or witness duty. Any fee or payment received (excluding expenses) by reason of service as a juror or witness shall be deducted from the amount paid to the employee.

ARTICLE 22 - STRIKE OR LOCKOUT

- 22.01 The Board shall not declare or cause a lockout of employees during the term of this Collective Agreement.
- 22.02 The Union shall not declare or authorize a strike of its members during the term of this Collective Agreement.
- 22.03 The Board shall not refuse to reinstate those employees, who refuse to work as the result of a legal strike or lockout, if and when a Collective Agreement is concluded. This provision is subject to the requirements of the Labour Relations Act.
- 22.04 The Board shall have cause to discharge any employee or group of employees who advocate or engage in any kind of illegal strike or slowdown, or other stoppage, partial or total, during the term of this Agreement.

ARTICLE 23 - WORKERS' COMPENSATION

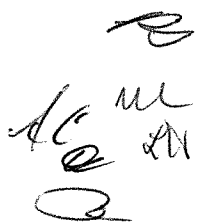
- 23.01 Where an employee is unable to work and is in receipt of Workers' Compensation as a result of an injury incurred in the course of his/her duties, the Division will supplement the payment made by the Workers' Compensation Board by an amount sufficient to bring the employee's compensation up to one hundred (100) per cent of the employee's regular wages at the time of the injury. Such additional amount shall be charged to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

In order to continue receiving his/her regular salary, the employee shall assign his/her compensation cheque to the Division.

- 23.02 If at any time it is decided by the Workers Compensation Board that a supplement paid by an employer during a claim for compensation benefits must be offset against benefits otherwise payable by the Workers Compensation, such employer supplement shall cease immediately.

ARTICLE 24 - PERSONNEL FILES

- 24.01 Upon written request to the Superintendent or designate, employees shall have the right to review his/her personnel file at a mutually agreed upon time, in the presence of a Division representative and shall have the right to respond in writing to any documents contained therein. Such reply shall become part of the employee's personnel file. The employee has the right to be accompanied by a Union representative. The employee may receive a copy of any documents contained in the file.



ARTICLE 25 - SPECIAL TRAINING SESSIONS

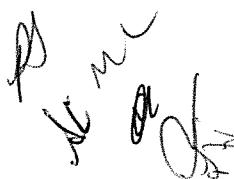
- 25.01 The Union and its membership recognize the importance of training and therefore agree that on such days when schools are closed for in-service or administrative purposes, employees shall be required to attend special training sessions as determined by the Division. The decisions regarding the topics of such training sessions may be made in consultation with the Union.
- 25.02 The Division may reimburse employees for professional development courses taken after hours, with prior application to, and approval by the Division. The employee shall submit all information and receipts upon successful completion of the course.

ARTICLE 26 - PAYMENT OF SALARIES

- 26.01 (a) Employees will be paid semi-monthly, based on their hourly rate, in accordance with Schedule "A" of the Collective Agreement.

ARTICLE 27 - LAYOFF AND RECALL

- 27.01 A layoff shall be defined as a reduction in the workforce.
- 27.02 Employees shall be laid off in reverse order of seniority by classification within the work site provided the remaining employees possess the necessary ability, qualifications, and skills to perform the work.
- 27.03 The Employer shall give the employee written notice of the date on which the employee is to be laid off at least thirty (30) days before the date on which the employee is to be laid off or in the absence of such notice shall grant pay in lieu thereof.
- 27.04 Notification of recall following a layoff shall be sent by registered letter to the last reported address of the employee.
- 27.05 An employee who is laid off may displace the least senior employee equal to their position in an equal FTE in that classification in the town site. In the event such a position does not exist, the employee may displace the least senior employee, equal or lesser to their position, in an equal or lesser FTE in the classification in the town site. An employee who chooses not to exercise their seniority rights to displace the least senior employee as described, shall be placed on a recall list.
- 27.06 Employees shall be recalled in order of their classification seniority provided that the person recalled has the necessary ability, qualifications, skills and employment history to perform the work.
- 27.07 New employees shall not be hired if there are employees on layoff with the necessary ability, qualifications and skill to perform the work.
- 27.08 The layoff and recall procedures shall not apply to Christmas and Spring breaks, in-service or administration days, or where the layoff is seasonal and with a definite recall date.
- 27.09 Employees may stay on the recall list if the position to which they are being recalled falls outside the town site in which they were previously employed.



Town sites are described as follows:

1. Powerview, Empower;
2. Lac du Bonnet, Greenwald Colony, Springwell Colony, Whitemouth, Whiteshell Colony, New Directions;
3. Beausejour, Gillis, Grafton Colony, Agassiz Adult Ed., Sunrise Educational Centre, Sunrise Business Centre, Transportation Office;
4. Oakbank, Dugald, Anola, Richland Colony, Hazelridge, Heartland Colony, Springfield Learning Centre.

ARTICLE 28 – BENEFITS

28.01 Group Life Insurance

- (a) The Division will administer the Manitoba Public Schools Employees Group Life Insurance Plan according to the terms and conditions of the master policy of said plan.
- (b) Unless otherwise excluded the employees' share of annual premium shall be deducted in equal amounts from each salary cheque for all participants in the plan.
- (c) All employees coming on staff after the effective date of the 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 Schools Employees' Group Life Insurance Plan.

28.02 (a) Blue Cross Extended Health & Blue Cross Dental Plan

All premiums for these two Blue Cross plans shall be paid for by the employees. The Division shall administer these plans.

(b) Pension Plan

The Division will administer the Manitoba School Boards Association (MSBA) Non-Teaching Pension Plan in accordance with the terms of the Plan Document, Participation Agreement and Trust Agreement for the Plan.

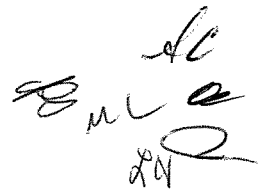
28.03 The Division shall facilitate administration of these plans through payroll deductions of the premiums.

Save and except for the express responsibility set out above, the Union acknowledges and agrees that the Division neither has nor assumes any responsibility whatsoever with respect to any aspect of the above benefit plans.

The Union agrees to and does hereby indemnify and save the Division harmless for all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the deduction of premiums as above.

ARTICLE 29 – TRAVEL ALLOWANCE

- 29.01 In administering the Travel Allowance of the collective agreement, it is agreed and understood that kilometres driven shall be reimbursed at the Division rate.



ARTICLE 30 – RECLASSIFICATION/NEW POSITION

Reclassification/New Position

- 30.01 (a) The employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. The rate of pay shall be subject to negotiations between the Division and the Union. If the parties are unable to agree on the rate of pay such disagreement shall be subject to arbitration as provided under Article 13. This rate of pay shall be retroactive to the date when the new position was first filled or when duties were changed.
- (b) Existing classifications shall not be eliminated or changed without prior consultation with the Union.
- 30.02 Division to provide job descriptions for all classifications.

ARTICLE 31 – INDEMNIFICATION CLAUSE

The Division has purchased and will maintain insurance coverage to provide its employees protection as follows:

- (a) The Division shall indemnify and save harmless all employees from legal liability for bodily injury or property damage, including protection in the event of claims arising from the administration of his/her duties.
- (b) The Division will provide legal defense costs and, where the interest of the employer and employee(s) are not synonymous, the employee(s) will be entitled to receive independent legal defense.

ARTICLE 32 – INCREMENTS

The anniversary date is defined as the first date of continuous service with the Division. Movement from one increment level to another shall occur on the employee's anniversary date.

ARTICLE 33 – TECHNOLOGICAL CHANGE

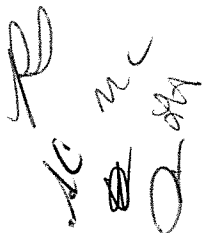
The Division would agree to provide advance notice as required by law under provisions of Section 72(1) to 74(1) of the Manitoba Labour Relations Act to the Union of any major technological change in equipment which would result in changes in employment status or working conditions of employees.

Keeping in mind the increase in technological knowledge required to perform duties as required, employees will be given the opportunity to acquire the required skills, through professional development.

ARTICLE 34 - RETROACTIVITY

Any retroactive pay adjustment for the period between the expiration of the previous agreement and the date of signing of this agreement shall apply to:

- (1) employees who are in the employ of the Division on the date of signing of this agreement;
- (2) employees who have left the service during the above mentioned period by reason of being laid off by the Division, or who have resigned, or who have retired;
- (3) an employee who has died while employed by the Division.



CHANGES TO CLASSIFICATIONS AND SCHEDULE "A"

CLERICAL WORKER CLASSIFICATION

Secretary Class I
To include Secretary, Clerk I

Secretary Class II
To include School Secretary, Clerk II, Administrative Assistant Classification

Operations Clerk - Maintenance

LIBRARY WORKER CLASSIFICATION

Class I
Library staff without Library certificate.

Class II
Library staff who hold a Library Technician Certificate/Diploma or Library Training Program Certificate.

TECHNICIAN CLASSIFICATION

ICT Technician
ICT Senior Server Operations Specialist

PAYROLL OFFICER CLASSIFICATION


FINANCE OFFICER CLASSIFICATION

CLASSIFICATION CHANGES

Effective date of signing the Agreement, any employee upgraded to a higher classification shall move from his/her rate of salary received in his/her former classification to the next highest rate in the new classification.


In witness whereof the parties have hereunto set their hands and seals this 20 day of sept, A.D., 2021.

**SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4456**



Lina Drazdman
mchys

**SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION**



Don Kubick



SCHEDULE A – SALARIES AND WAGES BY CLASSIFICATION

	Effective July 1, 2018 to June 30, 2019					Effective July 1, 2019 to June 30, 2020						
	% Increase:		Hourly Rate			% Increase:		Hourly Rate				
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 1	Level 2	Level 3	Level 4	Level 5		
Clerical Workers:												
Secretary - Class 1	20.01	20.43	20.82	21.74	22.75	20.29	20.72	21.11	22.04	23.07		
Secretary - Class 2	20.98	21.88	22.89	23.31	23.96	21.27	22.19	23.21	23.64	24.30		
Operations Clerk - Maintenance	20.51	21.84	23.16	25.00	26.03	20.80	22.15	23.48	25.35	26.39		
Library Workers:												
Library Class 1	18.60	19.54	21.36	22.07	22.61	18.86	19.81	21.66	22.38	22.93		
Library Class 2	20.01	20.92	21.87	22.89	23.96	20.29	21.21	22.18	23.21	24.30		
Office Workers:												
Payroll Officer	23.64	25.00	26.33	28.25	29.27	23.97	25.35	26.70	28.65	29.68		
Purchasing / Finance Clerk	20.51	21.84	23.16	25.00	26.03	20.80	22.15	23.48	25.35	26.39		
ICT Workers:												
ICT Tech	26.80	28.50	30.35	32.18	34.12	27.18	28.90	30.77	32.63	34.60		
ICT Senior Server Operations Sepcialist	31.01	32.99	35.09	37.33	39.72	31.44	33.45	35.58	37.85	40.28		

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	Effective July 1, 2020 to June 30, 2021					Effective July 1, 2021 to June 30, 2022				
	% Increase: 0.50%					% Increase: COLA				
	Level 1	Level 2	Level 3	Level 4	Level 5	Level 1	Level 2	Level 3	Level 4	Level 5
Clerical Workers:										
Secretary - Class 1	20.39	20.82	21.22	22.15	23.19	TBD	TBD	TBD	TBD	TBD
Secretary - Class 2	21.38	22.30	23.33	23.76	24.42	TBD	TBD	TBD	TBD	TBD
Operations Clerk - Maintenance	20.90	22.26	23.60	25.48	26.53	TBD	TBD	TBD	TBD	TBD
Library Workers:										
Library Class 1	18.95	19.91	21.77	22.49	23.04	TBD	TBD	TBD	TBD	TBD
Library Class 2	20.39	21.32	22.29	23.33	24.42	TBD	TBD	TBD	TBD	TBD
Office Workers:										
Payroll Officer	24.09	25.48	26.83	28.79	29.83	TBD	TBD	TBD	TBD	TBD
Purchasing / Finance Clerk	20.90	22.26	23.60	25.48	26.53	TBD	TBD	TBD	TBD	TBD
ICT Workers:										
ICT Tech	27.32	29.04	30.92	32.79	34.77	TBD	TBD	TBD	TBD	TBD
ICT Senior Server Operations Sepcialist	31.60	33.62	35.76	38.04	40.48	TBD	TBD	TBD	TBD	TBD

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SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456

LETTER OF UNDERSTANDING

RE: DISABLED EMPLOYEES PREFERENCE

Notwithstanding the provisions of Article 7 (Seniority) and Article 8 (Promotions and Staff Changes) any permanent employee covered by this Agreement who has given good and faithful service to the Division and through illness or age is not able to carry out his/her regular duties be given preference to any light work or reduced hours available at a salary payable for the job at which the employee has been assigned. The salary to be negotiated with the Union prior to the employee being placed in the position. All benefits, sick time and vacation time to remain as listed in the Agreement.


In witness whereof the parties have hereunto set their hands and seals this

20 day of September, A.D. 2021.

SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 4456



President



Negotiating Chairperson




C.U.P.E. Representative

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



Board Chairperson



Negotiating Chairperson



Secretary-Treasurer



SUNRISE SCHOOL DIVISION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456
LETTER OF UNDERSTANDING
RE: PENSION PLAN CONSULTATION

The Sunrise School Division and CUPE Local 4456, hereinafter referred to as the parties, agree to meet during the term of the collective agreement, July 1, 2018 to June 30, 2022, to discuss pension plans including, but not limited to, the changing pension plan environment and challenges, plan benefit levels, benefit delivery options, need for plan stability, risk profile of various plans, affordability of pension contributions for both the employer and plan members, the Sunrise School Division employee demographics and employment patterns, as well as the need for long term sustainability of the pension plan.

- (a) These meetings of the parties are outside of the collective bargaining process and are intended to educate and inform the parties on pension matters.
- (b) The parties will each appoint four (4) representatives; three (3) from each of the Division and Union, plus one (1) resource person for each party.
- (c) Meetings will normally take place outside of employees' regular working hours unless otherwise agreed between the parties. Meetings shall be co-chaired with the timing, duration and agenda to be agreed between the parties. The Division will provide meeting space for these discussions however, shall not cover any costs.
- (d) Each party will have the responsibility of communicating/reporting to their principals on the progress of the discussions.
- (e) While acknowledging CUPE's desire to change to some plan other than the existing MSBA pension plan, any decision to move to either another established pension plan, or new plan, is a decision beyond the scope of the parties under this letter of understanding.

The parties shall conduct these pension discussions in good faith and shall take place as herein provided. It is open to either party however, to determine that the discussions/work of the parties is no longer meaningful and/or productive. In this event, no further meetings will be held and the provisions under this Letter of Understanding shall be at an end.

In witness whereof the parties have hereunto set their hands and seals this 20 day of September, A.D. 2021.

**SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 4456**

**SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION**

President

Board Chairperson

Negotiating Chairperson

Negotiating Chairperson

C.U.P.E. Representative

Secretary-Treasurer

[Handwritten initials]

SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456

LETTER OF UNDERSTANDING

RE: DIVISION OFFICE SUPPORT STAFF

The parties agree to the following for the period July 1, 2018 to June 30, 2022.

No employee currently referred to as Division Office Support Staff and listed below, shall lose any of the following benefits received through Division.

- 1) Benefit Plan:
 - (a) Supplementary Unemployment Benefits Plan:
 - i) In respect of the period of Maternity Leave, the support staff shall:
 - (a) receiving ninety percent (90%) of her salary and benefits during the two (2) week waiting period for Employment Insurance; and
 - (b) receive up to fifteen (15) additional weeks payment equivalent to the difference between the Employment Insurance benefits that the employee is eligible to receive and ninety percent (90%) of her gross salary.
 - ii) In respect of the period of Parental Leave, the support staff shall receive up to ten (10) weeks payment equivalent to the difference between the Employment Insurance benefits that the employee is eligible to receive and ninety percent (90%) of his/her gross salary. In the case of a male support staff, the ten (10) weeks includes any waiting period for Employment Insurance.
 - iii) In respect of the period of Adoptive Leave, the support staff shall:
 - (a) receive ninety percent (90%) of his/her salary and benefits during the two (2) week waiting period for Employment Insurance; and
 - (b) (15) additional weeks payment equivalent to the difference between Employment Insurance benefits that the employee is eligible to receive and ninety percent (90%).
 - (b) Return to Work:
 - i) Maternity, Parental, or Adoptive leave shall not constitute a break in employment.
 - ii) At the termination of the maternity or parental leave, the support staff will be reinstated in the position occupied by him or her at the time of such leave commenced or in a comparable position and at a salary not less than the same salary and benefits prior to commencement of such leave.
 - iii) If the termination of the maternity or parental leave is within the same school year as the commencement of the leave, the support staff will be reinstated in the same school and in the same position at a salary not less than the same salary and benefits prior to the commencement of such leave.
 - (c) Employment Standards Code



Nothing in this Letter of Understanding shall reduce a support staff's rights to Maternity, Parental, or Adoptive leave as provided for in the Employments Standards Code.

Division Office support Staff covered by this LOU are as follows:

Lisa Hnatyshyn

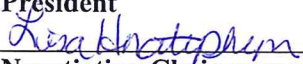
Susan Marohn

In witness whereof the parties have hereunto set their hands and seals this 20 day of September A.D. 2021.

**SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 4456**

**SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION**



President


Negotiating Chairperson


C.U.P.E. Representative



Board Chairperson


Negotiating Chairperson


Secretary-Treasurer



SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456

LETTER OF UNDERSTANDING

RE: CONTRACTING OUT SERVICES

This Letter of Understanding shall be attached to and form part of the Collective Agreement. The parties agree to the following for the period commencing July 1, 2018 and terminating June 30, 2022.

No employee shall lose his/her job as a result of the employer contracting out services.

In witness whereof the parties have hereunto set their hands and seals this 20 day of September, A.D. 2021.

SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 4456



President



Negotiating Chairperson



C.U.P.E. Representative

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



Board Chairperson



Negotiating Chairperson



Secretary-Treasurer



SUNRISE SCHOOL DIVISION

AND

SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456

LETTER OF UNDERSTANDING


RE: TRAVEL ALLOWANCE FOR DIVISIONAL OFFICE EMPLOYEES

The Divisional office employees will be paid the same Travel Allowance as the Executive Assistants working from the Divisional offices.

In witness whereof the parties have hereunto set their hands and seals this 20 day of September, A.D. 2021.

SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 4456

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



President



Board Chairperson



Negotiating Chairperson



Negotiating Chairperson



C.U.P.E. Representative



Secretary-Treasurer



SUNRISE SCHOOL DIVISION

AND

SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4456

LETTER OF UNDERSTANDING

RE: COLA

The parties agree that during the life of the collective agreement for the period of July 1, 2018 to June 30, 2022, where articles in the body of the agreement use the term COLA for clauses or tables pertaining to wages or allowances, COLA shall be calculated as follows:

The July 1, 2021 Cost of Living Adjustment (COLA) will be determined using the 12-month (January to December 2021) Manitoba's all items, annual average, not seasonally adjusted Consumer Price Index from Statistics Canada. The COLA will be calculated in January 2022, or when it is made known and increases applied retroactively to July 1 2021.

In witness whereof the parties have hereunto set their hands and seals this 20 day of September, A.D., 2021.

SIGNED ON BEHALF OF
CANADIAN UNION OF
PUBLIC EMPLOYEES,
LOCAL 1618



President

Negotiating Chairperson

C.U.P.E. Representative

SIGNED ON BEHALF OF
SUNRISE SCHOOL
DIVISION



Board Chairperson

Negotiating Chairperson

Secretary-Treasurer