

COLLECTIVE AGREEMENT

BETWEEN



THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5097
CUSTODIAL and MAINTENANCE

- AND -

SUNRISE SCHOOL DIVISION

**TERM OF AGREEMENT:
JANUARY 1, 2018 - DECEMBER 31, 2021**

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BETWEEN:

THE SUNRISE SCHOOL DIVISION

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
LOCAL 5097
CUSTODIAL AND MAINTENANCE**

January 1, 2018 to December 31, 2021

PREAMBLE

Whereas it is the desire of both Parties to this Agreement:

- 1) 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 5097 ("the Union").
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

In carrying out the aforementioned the parties will be guided by the importance of the educational needs of students and that school division resources with respect to the provisions of the collective agreement must be allocated efficiently and effectively.

WHEREAS it is now desirable that those 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 1 - SCOPE OF AGREEMENT AND DEFINITIONS

- 1.01 This agreement is made to cover all employees as outlined by Certificate No 6868 issued by the Manitoba Labour Board on March 15, 2012 and/or as listed in Schedule "A" attached.
- 1.02 Employee means a person who is employed by the Sunrise School Division within the scope of this Agreement.
 - a) Full-Time Employee means a person who is covered by this Agreement who regularly and recurrently works the full prescribed hours of work as defined in Article 11.

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- b) Part-Time Employee means a person covered by this Agreement who regularly and recurrently works less than the full prescribed hours of work as defined in Article 11.
- c) Term Employee means a person who is hired to replace a regular full-time or part-time employee or hired for a specific period of time or for the completion of a specific job.

Term 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.

Term employees are not covered by Layoff and Recall provisions of the Agreement.

Term 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 term employee within the preceding one (1) year period.

When a term employee works twenty (20) consecutive days he/she shall be entitled to sick leave benefits on a pro-rated basis.

- d) Casual Employees means a person who is employed only for the purpose of relieving a full time, part time or term employee on an occasional basis. Casual employees are not covered by the terms of this Collective Agreement with the exception of the closing premium referenced in the Letter of Understanding regarding "Night Custodian Positions".
- e) Students hired between April 15th and September 15th are excluded from the terms of this Agreement.

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

ARTICLE 2 – TERM OF AGREEMENT: DURATION, REVISION and TERMINATIONS

- 2.01 This agreement shall be binding and remain in effect from January 1, 2018 until December 31, 2021 and shall continue in effect from year to year thereafter unless either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other Party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a renewal or revision of the Agreement, or such later date as mutually agreed.
- 2.02 In the event of a written notice of revision or termination to this Agreement having been given by either party hereto, negotiations will be carried on with a view to arranging another Agreement.
- 2.03 During the period of such negotiations, this Agreement will be extended automatically and remain in full force and effect subject to any revisions agreed upon in the negotiations.

2.04 The wage schedule of the Agreement will be retroactive to January 1, 2018. Changes to this collective agreement shall be effective date of signing unless specifically provided otherwise.

ARTICLE 3 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement the operation of the schools and direction of the staff covered by Certification No 6868, 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 term, 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 4 – RECOGNITION AND UNION DUES

The Board recognizes the "Canadian Union of Public Employees", Local 5097 as the sole collective bargaining agency of all employees as outlined in M.L.B. Certificate No 6868 issued March 15, 2012 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.

ARTICLE 5 – UNION DUES - SECURITY

- 5.01 The Division shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.
- 5.02 Deductions shall be made from the monthly payroll and forwarded to the Secretary-Treasurer of the Union no later than the fifteenth (15th) day of the month following. A list of the names of the employees for whom deductions have been made shall be included.
- 5.03 The Division shall indicate the amount of Union dues paid by each employee during the relevant year on the Income Tax T-4 slips.
- 5.04 The Union agrees to and does hereby indemnify and save the Division harmless from 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.
- 5.05 The Union shall notify the Superintendent or designate of the Division of the names of the local officers within two (2) weeks after election or appointment.
- 5.06 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 and/or designate.

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5.07 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:

- a) Prior approval of the Superintendent of Education or designate, and
- b) That visitation does not disrupt normal work function and will take place during normal break time.

5.08 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.

5.09 The Union agrees not to solicit Union Membership or transact any business of the Union on the Division's time, except as herein provided.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 Employees shall be on probation for a period of six (6) consecutive months from the date of hiring.

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.

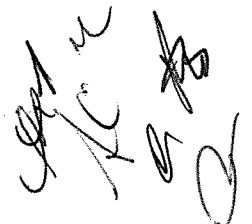
6.03 Upon completion of the probationary period, seniority shall be retroactive to the original date of employment at the start of the probationary period.

ARTICLE 7 - SENIORITY

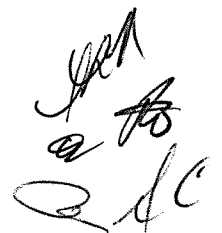
7.01 (a) For the purpose of the Agreement, there shall be two (2) types of seniority: Bargaining Unit and Seniority by Classification as defined in Clause 7.01 (b) and (c);

(b) Seniority by Classification is defined as the length of continuous service within a classification since the date of last hire in such classification and confirmed in accordance with Clause 7.05. For the purpose of this agreement, seniority by classification shall be utilized for the purpose of Layoff and Recall and there shall be two (2) classifications, namely those of custodial, maintenance.

(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 7.05. Seniority shall be one of the factors in promotions and transfer and shall operate on a Bargaining Unit wide basis.



- 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) an employee who is on WCB up to a maximum of two (2) years from commencement of disability; or
 - d) 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 twelve (12) months;
 - b) an employee is on an authorized leave of absence in excess of thirty (30) days but less than eighteen (18) months subject to date of return from leave being the first day of the school year in the fall term.
 - c) an employee is on sick leave in excess of eighteen (18) months.
- 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) he/she is discharged and not reinstated;
 - b) he/she resigns in writing;
 - c) he/she is absent from work without notifying the Division after forty-eight (48) hours, unless in the sole discretion of the Employer, unforeseen circumstances have prevented such response;
 - d) he/she is laid off for a period longer than twelve (12) months;
 - e) he/she fails to report for duty within seven (7) working days 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) Laid off employee's engaged in alternate employment and who are recalled shall be permitted to give their current employer a maximum of two (2) weeks' notice of termination to accept the recall;
 - g) he/she is retired; or
 - h) he/she fails to report for duty at the termination of a leave of absence, vacation or suspension.
- 7.05 For the purposes of seniority, employees working twelve (12) months shall be recognized as having one (1) year of service.
- (a) The Union shall be provided with two (2) copies of the seniority list on or about March 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. Any protest shall be limited to changes that have occurred since the last certified listing. If there is no objection within the time frame, the list shall be deemed correct.



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ARTICLE 8 - NO DISCRIMINATION/HARASSMENT

- 8.01 a) The Division and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.
- b) The Division and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with the respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex including pregnancy, marital status, family status, sexual orientation, place of residence, physical or mental disabilities nor by reason of his/her membership or non-membership or activity in the Union.
- c) The Division and the Union agree that no form of harassment shall be condoned in the work place and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in a confidential matter by both the Division and the Union.
- d) The definition of harassment shall consist of the definition contained in the *Human Rights Code of Manitoba* and shall further include the definition of harassment set out in the Division's Respectful Workplace Policy.
- e) The parties agree to follow the Division's Respectful Workplace Policy which outlines definitions, procedures for complaints and investigations.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee shall be established consisting of up to three (3) representatives of the Division and three (3) representatives of the Union. As part of its mandate, the Committee will work together to develop an agenda for each meeting to more effectively make use of the meetings. The agenda will contain a scheduled time at which relevant groupings of Union representatives should attend. 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, and
 - (d) Other matters of mutual interest.
- 9.02 The Committee shall meet no more than three (3) times a year unless both parties agree. Matters that are subject to the grievance procedure shall not be discussed at the Committee meetings.
- 9.03 The Committee shall not consider wages, or any matter of collective bargaining including the administration of this collective agreement.

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- 9.04 The Committee shall not supersede the activities of any other committee of the Union or of the Division 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. Any representatives of the Union on the LMC, who is an employee of the Division, shall have the privilege of attending meetings held within working hours without loss of pay.
- 9.05 Copies of all motions, resolutions and by-laws or rules and regulations adopted by the Division which affect the members of this Union are to be posted on the bulletin board, Sunrise School Division website and mailed to the Union President for their information.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

- 10.01 When a vacancy occurs as a result of a retirement or resignation, or a new position is created inside the bargaining unit, the employer shall post notice of the position in the employer's offices 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, location, qualifications, required knowledge and skill and wage rate or salary range.
- 10.02 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 a vacant position, 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.
- 10.03 The Division shall notify the Union of all appointments, transfers, layoffs and recalls.
- 10.04 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, he/she 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 other employees promoted or transferred because of the arrangement of the position shall also be returned to his/her former position without loss of seniority.
- 10.05 When an employee is relieving another employee in a higher paid classification as per Schedule "A", in excess of four (4) consecutive working days, he/she shall receive the next highest rate of pay for that classification for all hours worked provided he/she is performing substantially all of the duties in the classification. No posting shall be required in such cases.

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10.06 When a Cleaner is relieving a Night Custodian in excess of two (2) consecutive days he/she shall receive the next highest rate of pay for that classification for all hours worked provided he/she is performing substantially all of the duties in the classification.

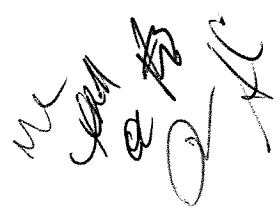
ARTICLE 11 - HOURS OF WORK

- 11.01 a) The normal full time hours of work shall be as outlined below, and part-time employees shall work such hours as assigned by the Division.
- b) Maintenance/Custodial - The normal hours of work shall be five (5) days per week, eight (8) hours per day, Monday to Friday. Day shift employees working eight (8) hours shall receive one (1) hour off for a meal break and evening shift employees working eight hours shall receive a paid twenty (20) minute meal break. Employees shall work those hours as scheduled and authorized by the School Principal.
- c) Head Custodians - The normal hours of work for day-time Head Custodians shall be five (5) days per week, eight (8) hours per day Monday to Friday. Head Custodians will receive a paid 20 minute meal break. Head Custodians are required to stay in the building during their entire shift and will be on call during their meal break period.
- d) Employees working 5 ½ hours or more shall receive a fifteen (15) minute rest period in the first half of their shift and a fifteen (15) minute rest period in the second half of their shift. Employees working less than 5 ½ hours and three (3) hours or more, are entitled to a fifteen (15) minute rest period other than their meal break.

ARTICLE 12 - OVERTIME

- 12.01 Overtime work shall not be performed or paid for unless authorized by the employee's supervisor or designate.
- 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 time and a half (1 ½) 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 (2 x) based on the standard rate of pay for every hour worked in addition to his/her regular pay.
- 12.05 When an employee is called to come into work on an unscheduled basis outside of the employee's normal working hours and they are able to resolve the matter over the phone with the alarm company or maintenance manager or designate, the employee shall receive a minimum of one (1) hour pay at overtime rates. This one (1) hour pay will cover multiple calls in the evening if they pertain to the same issue.

When an employee is called to come into work on an unscheduled basis outside of the employee's normal working hours, the employee shall receive a minimum of two (2) hours pay at overtime rates.



ARTICLE 13 - 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

The employee(s) shall first approach his/her immediate supervisor and attempt to resolve the matter at that level immediately.

Step 2

Should Step 1 not resolve the matter a grievance shall be filed with the Superintendent or designate within ten (10) working days.

Step 3

Failing satisfactory settlement within ten (10) working days after the dispute was submitted under Step 2, 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.

Step 4

Failing satisfactory settlement being reached in Step 3, 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 3.

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 3. The Union shall identify the affected employee(s).

13.05 Replies to grievances shall be in writing at all stages.

ARTICLE 14 - ARBITRATION

14.01 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.

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14.02 **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.

14.03 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.

14.04 Each party shall pay the fees and expenses of its appointee and one-half (1/2) the fees and expenses of the chairperson.

14.05 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.

14.06 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 a single Arbitrator.

14.07 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 15 - GENERAL HOLIDAYS

15.01 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.

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|----------------|------------------|
| 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 and local government authority or school board authorities, provided it occurs on a regular school day, and the schools are closed.

15.02 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.

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

15.04 Regular part-time employees shall be entitled to statutory holiday pay on a pro rata basis, if eligible.

15.05 Casual employees or part-time support employees (additional hours beyond regularly scheduled shift) will receive statutory holiday pay as a percentage of their additional earnings paid every pay period.

ARTICLE 16- VACATION

16.01 Vacation entitlement shall be calculated as to the number of years' service of each employee as at July 1 of each year.

16.02 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.

16.03 Normally, vacations will be taken during July and August. Workload permitting, the Division shall consider individual employee requests for vacation at other times throughout the school year, based on seniority. Employees shall submit their preferred vacation period to the individual's supervisor for his approval prior to April 1st of each year. Confirmation of requested vacation period shall be given to the employees by May 15th.

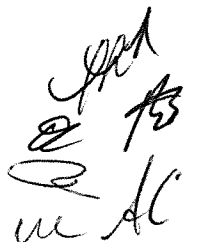
16.04 When an employee qualifies for sick leave involving admission to hospital during his/her vacation, he/she shall be entitled, when confirmation from the admitting medical practitioner is produced, to use his/her accumulated sick leave credits for the duration of the hospitalization. When an employee qualifies for Compassionate Leave under Article 18.01 during his/her vacation, he/she shall be entitled, upon written proof of the death, to utilize the appropriate leave for this purpose. In either case, the period of vacation so displaced shall either be added to the vacation period or retained for use at a later date, by mutual agreement.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick leave is provided for the sole purpose of providing a continuous income to any employee during periods of illness or injury.

17.02 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.

17.03 A permanent employee shall accumulate sick leave at two (2) days per month up to a maximum of twenty-four (24) days per year for twelve (12) month employees. Sick leave shall accumulate to a maximum of one hundred and twenty-one (121) days.



- 17.04 An employee may be required to produce a certificate from a duly qualified medical practitioner, certifying that the employee was unable to carry out the employee's duties due to illness or to verify the fitness of the employee to carry out the employee's duties, such requests shall not be unduly required.

The parties agree that for an employee who is away on an extended sick leave that the employee, when requested, will provide to the Division periodic medical updates via medical notes or verbal updates to the Division, as determined on a case-by-case basis, to assist the Division in appropriate staff replacement planning during the absence or to consider accommodations.

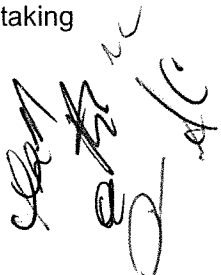
In the case of suspected sick leave abuse, the Division may require that such absence be verified by a doctor's certificate. Should the Division request a second medical opinion from a doctor to which the parties mutually agree, the cost of that certificate will be covered by the Division.

- 17.05 The Division, in its discretion, may grant sick leave for a period in excess of the provisions of this Article.
- 17.06 In any instance where the Manitoba Public Insurance Company (MPI) reimburses an employee for wage loss, the employee must submit the MPI reimbursement to the Division to reinstate the employee's used sick leave.
- 17.07 An employee shall be entitled to use up to a maximum of three (3) days of sick leave per year, to attend to the emergency illness or injury of that employee's parent, partner or child. A medical certificate may be required to verify the emergency illness or injury.
- 17.08 On each pay stub, all employees shall be provided with written documentation showing their accumulated sick leave.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Compassionate Leave

- a) An employee shall be granted up to five (5) working days' leave, without loss of salary, in the case of the 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 the death of a brother, sister, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, mother-in-law or 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) Additional Compassionate Leave in above situations or other situations may be granted on request from the employee at the discretion of the Division.
- e) It is the responsibility of all employees to notify their immediate supervisor prior to taking such leave.



18.02 Compassionate Care Leave – shall be granted in accordance with *The Employment Standards Code*.

18.03 General Leave

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

- a) he/she requests it in writing from the Superintendent or designate, 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 Superintendent or designate. The Division shall respond to leave requests within fifteen (15) days.

18.04 Leave of Absence for Union Business

- a) Leaves of absence without pay may be granted to employees to undertake full time Union work (complete school year only) or to attend Union conferences or conventions as official delegates. During such leaves seniority shall accrue.
- b) The Division may, upon request (twenty (20) days' prior notice required), continue to pay the employee during periods of leave of absence without pay as if he/she 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: The 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 four (4) members of the Union as appointees of the Union.

18.05 Maternity/Parental/Parenting Leave

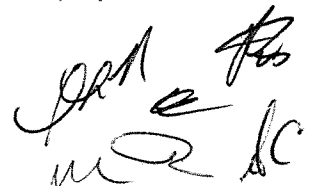
- a) Maternity/Parental Leave will be granted in accordance with *The Employment Standards Code*.
- b) Upon written request by the employee, the Division may grant additional time beyond the period provided by *The Employment Standards Code*.
- c) An employee may be granted up to two (2) days' leave at no loss of salary where the employee's spouse/partner has given birth to a child or where they have adopted a child. This leave shall be taken within one (1) week of the birth or adoption.

18.06 Personal Leave

Each employee shall be entitled to two (2) days of personal leave in each school year without loss of salary. 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.

18.07 Jury Duty Service/Witness Day Service

An employee who is called 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 he/she 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 19 - STRIKE OR LOCKOUT

- 19.01 The Division shall not declare or cause a lockout of employees during the term of this Collective Agreement.
- 19.02 The Union shall not declare or authorize a strike of its members during the term of this Collective Agreement.
- 19.03 The Division 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*.
- 19.04 The Division 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 20 - WORKERS' COMPENSATION

- 20.01 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.

- 20.02 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.
- 20.03 Employees required to utilize sick leave credits while waiting for Workers' Compensation Board acceptance will have same sick leave credits reinstated on acceptance, provided the employee reimburses the Division for any sick leave paid out to employee.

ARTICLE 21 - PERSONNEL FILES

Upon written request to the Superintendent or designate, employees shall have the right to review his/her personnel file during regular Division office hours at a mutually agreed upon time, within five (5) working days, 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 will receive a copy of any documents contained in the file if requested.



ARTICLE 22 - SPECIAL TRAINING SESSIONS

- 22.01 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, or work their normal schedule, as determined by the Division. The decisions regarding the topics of such training sessions may be made in consultation with the Union.
- 22.02 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.
- 22.03 a) The Division will continue to collaborate with employees in developing a yearly calendar of required days of attendance on in-service days for the next school year.
- b) The Division will endeavour to rotate the locations for training or in-service sessions throughout the Division so as to not adversely affect employees who have to attend the sessions.

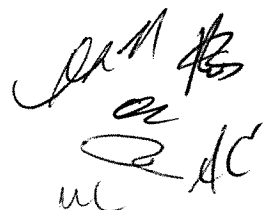
ARTICLE 23 - PAYMENT OF SALARIES

- 23.01 Employees will be paid semi-monthly, based on their hourly rate, in accordance with Schedule "A" of this Agreement.

ARTICLE 24 – BENEFIT PLANS

24.01 Benefit Plan

- 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 premiums 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.
- 24.02 (a) The Division will administer the Manitoba School Boards Association Non-Teaching Pension Plan in accordance with the terms of the Plan Document, Participation Agreement and Trust Agreement for the Plan.
- b) Blue Cross Extended Health – All premiums for the Blue Cross Extended Health shall be paid for by the employees.
- c) Dental Plan – All premiums for the Dental Plan shall be paid by the employees.



24.03 The Division shall facilitate administration of these plans through payroll deductions of the premiums. Notification of any changes to these will be made in a timely manner, subject to notification from the Provider.

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 from 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 25 – HEATING CHECKS

25.01 When Custodial staff are required to check and tend schools on weekends during the heating season they shall be compensated at a minimum of three (3) hours pay, at the regular hourly rate, and a minimum of three (3) hours pay, at the regular hourly rate, for statutory holidays.

25.02 When Custodial staff are required to check and tend schools during the heating season on school closure days where staff are not expected to report to their workplace, Custodial staff shall be compensated in accordance with Article 25.01 above.

ARTICLE 26 - LAYOFF AND RECALL

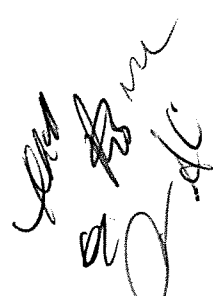
26.01 A layoff shall be defined as a reduction in the workforce.

26.02 Employees shall be laid off in reverse order of seniority by classification provided the remaining employees possess the necessary ability, qualifications, skills and employment history to perform the work.

26.03 The Employer shall give the employee written notice of the date on which he/she is to be laid off at least thirty (30) days before the date on which he/she is to be laid off or in the absence of such notice shall grant pay in lieu thereof.

26.04 Notification of recall following a layoff shall be done by telephone. If the Division is unable to contact the employee by telephone, then a registered letter will be sent to the last reported address of the employee.

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 townsite. If the employee has designated a second townsite, he/she may displace on the same basis in that second townsite. 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.



- 26.05 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. Location will also apply in the case of bus drivers.
- 26.06 New employees shall not be hired if there are employees on layoff with the necessary ability, qualifications and skill to perform the work.
- 26.07 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.

Townsites are described as follows:

1. Powerview
2. Lac du Bonnet
3. Whitemouth
4. Beausejour, Gillis, Sunrise Educational Centre, Sunrise Business Centre
5. Oakbank, Dugald, Anola, Hazelridge

ARTICLE 27 – GENERAL

27.01 Travel Allowance

In applying the Travel Allowance of the collective agreement, where an employee is requested to utilize their vehicle, all kilometres driven shall be reimbursed at the Division rate.

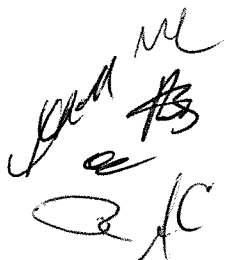
27.02 Reclassification/New Position

- 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 14. 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.

27.03 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, in addition, at the expense of the Employer, where the interest of the employer and employee(s) are not synonymous, the employee(s) will be provided with independent legal defense.



27.04 Certification/Renewal of Certification

- a) The Division shall reimburse employees for the cost and renewal of the following license if it is required by the Division:
5th Class Power Engineer
- b) CPR/First Aide training may be provided at division cost, to all employees who may be required to perform same in the performance of their duties.

27.05 Increments and Classification Changes

- a) The seniority date is defined as the first date of continuous service with the Division.
- b) Effective the 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.

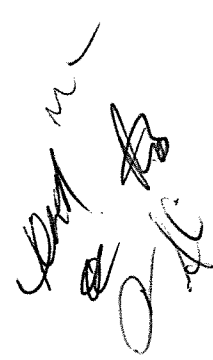
27.06 Technological Change

The Division would agree to provide advance notice as required by law under the 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.

27.07 Uniforms and Tools

- a) The Division shall supply for fittings in May and provision in September of the following items to employees who have completed the probationary period:
Custodians and Maintenance – one (1) spring jacket, three (3) pairs of pants, five (5) shirts and one (1) pair CSA approved footwear as outlined below.
When authorized by the Maintenance Supervisor, one (1) parka, one (1) pair of pull on ski pants.
The Division at any time may choose to re-issue identification tags.
Footwear - Upon proof of work-related wear and tear to the Maintenance Manager, an allowance to a maximum of two hundred dollars (\$200.00) per school year will be provided upon provision of proof of purchase of CSA approved anti-slip indoor safety footwear. In addition to the above, when requested by the Maintenance Manager to wear outdoor anti-slip CSA approved footwear, an allowance to a maximum of two hundred dollars (\$200.00) per school year will be provided upon provision of proof of purchase.
- b) All employees covered by this Article shall wear said items only, at all times while carrying out their duties, and to and from work. Uniforms are not to be worn at any time other than when an employee is performing work on behalf of the Division.
- c) Unless approved by the Supervisor, failure or refusal to wear any applicable item may result in disciplinary action.
- d) Uniform items will be replaced upon proof of wear and tear, with approval by the Supervisor.



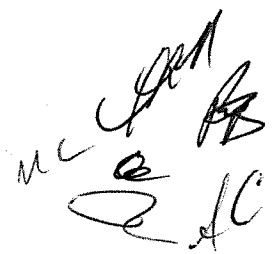
ARTICLE 28 - RETROACTIVITY

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 retired within the time period of one (1) year following the date of signing of the collective agreement provided that the employee has provided the Division with a current mailing address;
- (3) an employee who has died while employed by the Division provided the employee had provided the Employer with a current mailing address or a surviving family member communicates with the Division no later than one (1) year following the date of signing of the collective agreement requesting that retroactivity pay be paid to the estate.

SCHEDULE "A" WAGES (SEE ATTACHED GRID)

January 1, 2018	1.6% increase to all classifications
January 1, 2019	1.4% increase to all classifications
January 1, 2020	0.5% increase to all classifications
January 1, 2021	COLA (see attached letter of understanding)



SCHEDULE "A" – SALARIES AND WAGES BY CLASSIFICATION

MAINTENANCE					
		Effective Jan 1/18 - Dec 31/18	Effective Jan 1/19 – Dec 31/19	Effective Jan 1/20 – Dec 31/20	Effective Jan 1/21 – Dec 31/21
Maintenance Worker (Step 1)	Monthly Rate	\$4,037.06	\$4,093.58	\$4,114.05	TBD
Maintenance Worker (Step 2 – After 1 continuous year of service)	Monthly Rate	\$4,114.92	\$4,172.53	\$4,193.39	TBD
Utility Worker Helper	Hourly Rate	\$18.20	\$18.45	\$18.54	TBD

CUSTODIANS					
		Effective Jan 1/18 - Dec 31/18	Effective Jan 1/19 – Dec 31/19	Effective Jan 1/20 – Dec 31/20	Effective Jan 1/21 – Dec.31/21
Head Custodian: SCI (100,000 sq ft)	Monthly Rate	\$4,180.76	\$4,239.29	\$4,260.49	TBD
Head Custodian: ESS, Beausejour, Powerview Oakbank, Whitemouth, Dugald (50,000 – 99,999 sq ft)	Monthly Rate	\$4,128.01	\$4,185.80	\$4,206.73	TBD
Head Custodian: Gillis, Lac Cr, Cent, Anola, Hazelridge, SMS (0 – 49,999 sq ft)	Monthly Rate	\$4,101.62	\$4,159.05	\$4,179.84	TBD
Day or Night Custodian (In charge of school)	Monthly Rate	\$4,051.19	\$4,107.90	\$4,128.44	TBD
Day or Night Custodian	Monthly Rate	\$3,998.09	\$4,054.07	\$4,074.34	TBD
Cleaners	Hourly Rate	\$18.97	19.23	19.33	TBD

Handwritten signature and initials:
 [Signature]
 [Initials]

CUSTODIANS					
		Effective Jan 1/18- Dec 31/18	Effective Jan 1/19 – Dec 31/19	Effective Jan 1/20 – Dec 31/20	Effective Jan 1/21 – Dec 31/21
Head Custodian II: (holding a 5th Class Power Engineer Certificate and having minimum of three years' experience as a Head Custodian) (Hourly market adjustment in addition to employee's monthly wage)	Hourly Market Adjustment	\$1.02	\$1.03	\$1.04	TBD
Head Custodian II: SCI (100,000 sq ft)	Monthly Rate	\$4,357.55	\$4,418.56	\$4,440.65	TBD
Head Custodian II: ESS, Beausejour, Powerview Oakbank, Whitemouth, Dugald (50,000 – 99,999 sq ft)	Monthly Rate	\$4,304.79	\$4,365.06	\$4,386.88	TBD
Head Custodian II: Gillis, Lac Cr, Cent, Anola, Hazelridge, SMS (0 – 49,999 sq ft)	Monthly Rate	\$4,278.41	\$4,338.30	\$4,360.00	TBD

Handwritten signatures and initials:
 JRM
 fs
 me
 QDC

THIS AGREEMENT is by and between the Sunrise School Division and The Canadian Union of Public Employees Local 5097.

DATED at Beausejour Manitoba this 20 day of SEPT., 2021.

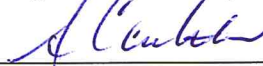
Signed and agreed on behalf of the Sunrise School Division.



Board Chairperson



Negotiations Chairperson




Secretary-Treasurer

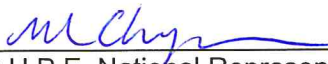
Signed and agreed on behalf of The Canadian Union of Public Employees Local 5097.



President and Negotiations Chairperson



Secretary



C.U.P.E. National Representative



SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5097

LETTER OF UNDERSTANDING

RE: PENSION PLAN CONSULTATION

Sunrise School Division and CUPE Local 5097 agree to undertake discussions regarding the differences between the MSBA and MEPP Pension Plans within the duration of this collective agreement.

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 5097

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION




President and Negotiations Chairperson



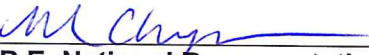
Board Chairperson



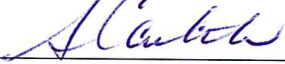
Secretary



Negotiations Chairperson



C.U.P.E. National Representative



Secretary-Treasurer

SUNRISE SCHOOL DIVISION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5097

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 January 1, 2018 and terminating December 31, 2021.

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 SEPT. A.D. 2021.

SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5097

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



President and Negotiations Chairperson



Secretary



C.U.P.E. National Representative



Board Chairperson



Negotiations Chairperson



Secretary-Treasurer



SUNRISE SCHOOL DIVISOIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5097

LETTER OF UNDERSTANDING

RE: CUSTODIAL CLASSIFICATIONS

The Parties agree that, as the Employer reduces or eliminates the Day/Night Custodian classification over time, the incumbents employed in this capacity shall be protected on a "present incumbent only" basis.

"Present incumbent only" status means that the incumbent to the position shall retain all rights and benefits in the Collective Agreement, including general wage increases, at the rates of the Day/Night Custodian 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 5097

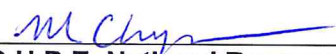
SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



President and Negotiations Chairperson



Secretary



C.U.P.E. National Representative



Board Chairperson



Negotiations Chairperson



Secretary-Treasurer



**SUNRISE SCHOOL DIVISION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5097**

LETTER OF UNDERSTANDING


RE: NIGHT CUSTODIAN POSITIONS

It is understood and agreed that:

- (1) When a Night Custodian position becomes vacant in a school/site, the Night Custodian position will not be filled, but will be replaced with a Cleaner position.
- (2) In the above instance, in addition to regular wages for all hours worked, a Cleaner from the school/site will then receive a "closing premium" of \$8.00/night to secure the building.
- (3) In each instance where a Night Custodian position becomes vacant, the resulting surplus monies based on the "Night Custodian (in charge of school)" rate (after replacing the Night Custodian position with a Cleaner position, and paying a Cleaner the "closing premium") will be equally distributed to each employee occupying a Cleaner position on a go-forward basis.
- (4) The method utilized to distribute the surplus monies from the Night Custodian salary amongst the Cleaners will be reviewed and revised, if necessary, at the expiration of the term of this collective agreement.
- (5) This process will be cost neutral for the Division.

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 5097**



President and Negotiations Chairperson



Secretary




C.U.P.E. National Representative

**SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION**



Board Chairperson



Negotiations Chairperson



Secretary-Treasurer

SUNRISE SCHOOL DIVISOIN
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5097
LETTER OF UNDERSTANDING

REGARDING: Cost of Living Allowance (COLA)

The parties agree that during the life of the collective agreement for the period of January 1, 2018 to December 31, 2021, 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 January 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 January 2021.

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 5097

SIGNED ON BEHALF OF
SUNRISE SCHOOL DIVISION



President and Negotiations Chairperson



Secretary



C.U.P.E. National Representative



Board Chairperson



Negotiations Chairperson



Secretary-Treasurer



