

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1618  
EDUCATIONAL ASSISTANTS AND WORK COUNSELLORS**

**- AND -**

**SUNRISE SCHOOL DIVISION**

**TERM OF AGREEMENT:  
JULY 1, 2018 – JUNE 30, 2022**

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**COLLECTIVE AGREEMENT**

**BETWEEN:**

**THE SUNRISE SCHOOL DIVISION**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND  
LOCAL 1618**

**July 1, 2018 to June 30, 2022**

**PREAMBLE**

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

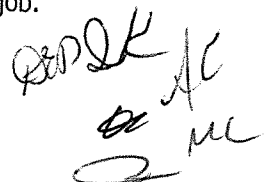
- 1) To maintain and improve harmonious relations and settled conditions of employment between the Sunrise School Division ("the Employer") and the Canadian Union of Public Employees, Local 1618 ("the Union").
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining 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.

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 1 - SCOPE OF AGREEMENT AND DEFINITIONS**

- 1.01 This agreement is made to cover all employees as outlined by Certificate No 6234 issued by the Manitoba Labour Board on April 26<sup>th</sup>, 2005 and/or as listed in Schedule "A".
- 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.
  - 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 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 the employee shall be entitled to sick leave benefits on a pro-rated basis.

- d) Students hired between April 15<sup>th</sup> and September 15<sup>th</sup> are excluded from the terms of this Agreement.
- e) Casual Employee 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 except for the rate of pay that the employee shall be paid as outlined in Schedule A. Casual employees shall be paid at start rate of an Educational Assistant, dependent on education.

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

1.04 Educational Assistants shall work the school calendar year, the period between the official school opening and school closing as designated annually by the Division and the Minister responsible for Education. However, there shall be ten (10) in-service days in the school year, and the Division shall undertake to employ and pay Education Assistants on five out of those ten (10) in-service days. The Division will provide Educational Assistants with one month's notice in advance of the in-service days upon which the employee is not required to attend work.

Work Counsellors shall work the school calendar year, the period between the official school opening and school closing as designated annually by the Division and the Minister responsible for Education, minus the ten (10) in-service days.

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

2.01 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 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.

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2.04 The wage schedule of the Agreement will be retroactive to July 1, 2018. Changes to this collective agreement shall be effective the 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 6234, 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.

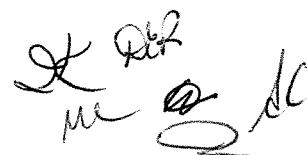
### **ARTICLE 4 – RECOGNITION AND UNION DUES**

The Division recognizes the "Canadian Union of Public Employees", Local 1618 as the sole collective bargaining agency of all employees as outlined in M.L.B. Certificate No. 6234 issued April 26, 2005, 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 (15<sup>th</sup>) 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 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 Superintendent or designate and the President and/or designate.
- 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 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 Labour Relations Act* providing the following conditions are met:

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

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

5.09 The Union shall provide newly hired members with a copy of the Collective Agreement, and the Division 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.

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

(c) 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 7.06. 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 Educational Assistants and Work Counsellors.

(d) Where two or more employees are offered employment with the Division on the same date, for purposes of seniority, each written offer of employment will be date and time stamped.

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 who is on LTD; or
- d) 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:

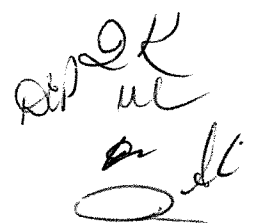
- a) the employee is discharged and not reinstated;
- b) the employee resigns in writing;
- c) the employee is absent from work without notifying the Division after forty-eight (48) hours, unless in the sole discretion of the Employer, unforeseen circumstances have prevented such response;
- d) the employee is laid off for a period longer than twelve (12) months;
- e) the employee 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) the employee is retired;
- h) the employee fails to report for duty at the termination of a leave of absence, vacation or suspension.
- i) the employee refuses employment in his/her chosen schools after being offered an equivalent FTE.

7.05 For the purposes of seniority, employees working ten (10) 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 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.

#### **ARTICLE 8 - NO DISCRIMINATION**

- 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 and shall further include the definition of harassment set out in the Workplace harassment Policy.
- e) Respectful Workplace – reference to Division Harassment Policy.

**ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE**

- 9.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Division and three (3) 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.
- 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.
- 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 Labour Management Committee, 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 bylaws or rules and regulations adopted by the Division which affect the members of this Union are to be posted on the bulletin board, posted on the Sunrise School Division website and mailed to 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, 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 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.

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 new classification for a period of three (3) months. In the event of unsatisfactory performance in this new classification during the trial period, he shall be returned to his 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 five (5) consecutive working days, he shall receive the next highest rate of pay for that classification for all hours worked provided the employee is performing substantially all of the duties in the classification. No posting shall be required in such cases.

## **ARTICLE 11 - HOURS OF WORK**

11.01 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.

- a) Work Counsellors  
The normal hours of work for Work Counsellors shall be five (5) days per week, seven (7) consecutive hours per day, exclusive of the meal period, Monday to Friday, with two (2) consecutive days off.
- b) Educational Assistants  
Educational assistants normal hours of work shall be those hours specifically assigned by the Division up to a maximum of six (6) consecutive hours per day, Monday to Friday, exclusive of the meal break. Class supervision will be no longer than forty (40) minutes per day.
- c) Employees who are required to perform their duties during a meal and/or a.m./p.m. break period while on a field trip will be compensated for all such time.

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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 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 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.

**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.

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**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.

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.

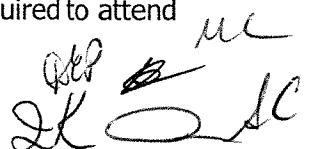
**ARTICLE 15 - STATUTORY HOLIDAYS**

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*.

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 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.

## **ARTICLE 16- VACATION**

16.01 The vacation entitlement shall be calculated as to the number of years' service on the employee's anniversary date.

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 For the purpose of computing vacation credits, the ten (10) month school year shall be considered as one (1) year of service.

16.04 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 prior to May 31<sup>st</sup> on a separate cheque.

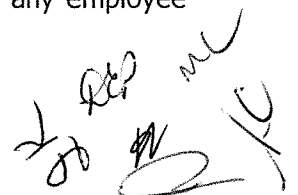
Employees who have not accrued sufficient vacation credits to cover the vacation days taken during the Christmas and Spring breaks and In-service day will have their salary adjusted in either December or June.

16.05 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

16.06 When an employee qualifies for sick leave involving admission to hospital during his/her vacation, the employee 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, the employee 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 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.
- 17.03 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.
- 17.04 A permanent employee shall accumulate sick leave at two (2) days per month up to a maximum of twenty (20) days per year. Sick leave shall accumulate to a maximum of 123 days.
- 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 reimburses an employee for wage loss, such reimbursement shall be submitted 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 four (4) 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 or before March 31<sup>st</sup> of each year, 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 days' 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, 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 the 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 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) the employee requests it in writing from the Superintendent or designate, and

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- 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 days' prior notice required), 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 one hundred percent (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.
- d) Up to four (4) representatives of the Union who are employees of the Division shall have the privilege of attending bargaining sessions held during working hours between the Division and the Union. Such time will be considered as time worked and will be with pay.

#### 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 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 Term employee shall be entitled to receive one (1) personal leave day without loss of salary upon completion of each five months' 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.



#### 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 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 19 – MAJOR RELIGIOUS HOLY DAYS**

19.01 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.

19.02 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.

19.03 The parties agree that the above represents reasonable accommodation regarding leave for major religious holy days.

### **ARTICLE 20 - STRIKE OR LOCKOUT**

20.01 The Division shall not declare or cause a lockout of employees during the term of this Collective Agreement.

20.02 The Union shall not declare or authorize a strike of its members during the term of this Collective Agreement.

20.03 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*.

20.04 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 Collective Agreement.

## **ARTICLE 21 - WORKERS COMPENSATION**

21.01 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.

Should an employee choose to not utilize sick leave credits as a supplement to Workers' Compensation benefits, the employee must, immediately upon compensable injury, notify the Division of their intent by submitting the appropriate Division form to the Payroll Department.

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

21.02 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 Board, such employer supplement shall cease immediately.

21.03 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 the employee.

## **ARTICLE 22 - 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 23 - SPECIAL TRAINING SESSIONS**

23.01 a) The Division will continue to collaborate with Educational Assistants 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.

23.02 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.

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23.03 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 24 - PAYMENT OF SALARIES**

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

#### 24.02 Benefit Plan

- a) The Division will administer the Manitoba Public School 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 School Employees Group Life Insurance Plan.

24.03 a) The Division will administer the MSBA 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.

d) Long Term Disability – Applies to EAs only. All premiums for Long Term Disability shall be paid by the employees.

24.04 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 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 25 - LAYOFF AND RECALL**

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

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.

An employee who is laid off may displace the least senior employee equal or lesser to their position in an equal FTE in that classification in their schools of choice. In the event such a position does not exist, the employee shall be placed on recall. There shall be no more than one (1) displacement per layoff. 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.

- 25.02 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.
- 25.03 Notification of recall following a layoff shall be sent by registered letter to the last reported address of the employee.
- 25.04 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.
- 25.05 New employees shall not be hired if there are employees on layoff with the necessary ability, qualifications and skill to perform the work.
- 25.06 Notwithstanding 25.01 – 25.05, when the Division loses funding, employees may be reassigned to another position.
- 25.07 Employees may stay on the recall list if the position to which they are being recalled falls outside his/her chosen schools. An employee must choose a minimum of three (3) schools for recall purposes.

## **ARTICLE 26 – GENERAL**

### 26.01 Travel Allowance

- a) 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.
- b) Annually each September, every employee who transports a student shall notify the Transportation Supervisor of the transport. The Division will maintain motor vehicle insurance with the Manitoba Public Insurance Corporation, insuring the driver to an amount not less than two million dollars (\$2,000,000) and further will provide General Liability Insurance covering the driver of accidents occurring during the course of his employment in an amount of not less than two million dollars (\$2,000,000) and these policies will be produced for the inspection of the Union as it requests on an annual basis.

### 26.02 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.

26.03 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 defence 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 defence.

26.04 Certification/Renewal of Certification

CPR/First Aid training may be provided at Division cost, to all employees who may be required to perform same in the performance of their duties.

26.05 Increments and Classification Changes

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.

26.06 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 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 27 - 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.

**SCHEDULE "A" – WAGES**

<b>Education Assistants Class I</b>				
<b>Levels</b>	<b>Effective Jul 1/18- Jun 30/19 Hourly Rates</b>	<b>Effective Jul 1/19 – Jun 30/20 Hourly Rates</b>	<b>Effective Jul 1/20 – Jun 30/21 Hourly Rates</b>	<b>Effective Jul 1/21 – Jun 30/22 Hourly Rates</b>
Level 1	\$19.38	\$19.65	\$19.74	TBD
Level 2	\$20.28	\$20.56	\$20.67	TBD
Level 3	\$21.28	\$21.57	\$21.68	TBD
Level 4	\$22.26	\$22.57	\$22.69	TBD
Level 5	\$23.40	\$23.73	\$23.84	TBD
<b>Education Assistants Class II</b>				
<b>Levels</b>	<b>Effective Jul 1/18- Jun 30/19 Hourly Rates</b>	<b>Effective Jul 1/19 – Jun 30/20 Hourly Rates</b>	<b>Effective Jul 1/20 – Jun 30/21 Hourly Rates</b>	<b>Effective Jul 1/21 – Jun 30/22 Hourly Rates</b>
Level 1	\$20.15	\$20.43	\$20.53	TBD
Level 2	\$21.08	\$21.38	\$21.48	TBD
Level 3	\$22.14	\$22.45	\$22.56	TBD
Level 4	\$23.25	\$23.57	\$23.69	TBD
Level 5	\$24.40	\$24.75	\$24.87	TBD

	<b>Effective Jul 1/18- Jun 30/19 Hourly Rates</b>	<b>Effective Jul 1/19 – Jun 30/20 Hourly Rates</b>	<b>Effective Jul 1/20 – Jun 30/21 Hourly Rates</b>	<b>Effective Jul 1/21 – Jun 30/22 Hourly Rates</b>
Work Counsellors	\$26.91	\$27.29	\$27.43	TBD


- July 1, 2018 1.6%
- July 1, 2019 1.4%
- July 1, 2020 0.5%
- July 1, 2021 COLA (see letter of understanding)

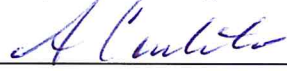
THIS AGREEMENT is by and between the Sunrise School Division and The Canadian Union of Public Employees Local 1618.

DATED at Beausejour Manitoba this 22 day of Sept A.D., 2021.

Signed and agreed on behalf of the Sunrise School Division.

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Chairperson of Negotiations Committee

  
\_\_\_\_\_  
Secretary-Treasurer

Signed and agreed on behalf of The Canadian Union of Public Employees Local 1618.

\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairperson of Negotiations Committee

  
\_\_\_\_\_  
C.U.P.E Representative

OK  
RM

**SUNRISE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1618**

**LETTER OF UNDERSTANDING**

**RE: STUDENTS WITH SPECIAL NEEDS WITH PROFOUND CONDITIONS**

The Division and the Union agree there are instances where a student with special needs who has a profound medical diagnosis or profound behavioural challenges would benefit from consistency in personnel.

Where maintaining this consistency may require modified application of some of the Collective Agreement terms, the Division and Union agree to explore possible mutually agreeable solutions. The parties will meet on a case by case basis as students are identified.

In witness whereof the parties have hereunto set their hands and seals this 22 day of Sept, A.D., 2021.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1618

SIGNED ON BEHALF OF  
SUNRISE SCHOOL DIVISION

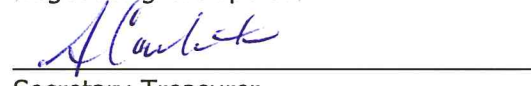
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiating Chairperson

  
\_\_\_\_\_  
C.U.P.E. Representative

\_\_\_\_\_  
Board Chairperson

  
\_\_\_\_\_  
Negotiating Chairperson

  
\_\_\_\_\_  
Secretary-Treasurer

**LETTER OF UNDERSTANDING**  
**BETWEEN**

**SUNRISE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1618**

**(The following shall serve as the agreement between the School Division and the Union:**

**RE: CLASSIFICATION AND SALARY SCHEDULE "A" EDUCATIONAL ASSISTANTS**

**CLASSIFICATIONS**

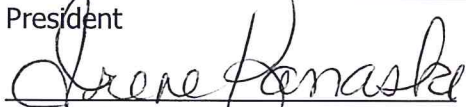
- Class I            Educational Assistants without degrees
- Class II           Educational Assistants who hold:
- Educational Assistant Diploma
  - Child Care Worker Diploma
  - Developmental Services Worker Diploma, (now called Disability and Community Support Diploma at RRCC)
  - Early Childhood Educator Diploma
  - Teacher Certificate
  - Education Degree

In witness whereof the parties have hereunto set their hands and seals this 22 day of Sept  
A.D. 2021.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1618

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 1618**

**LETTER OF UNDERSTANDING**

**RE: PENSION PLAN CONSULTATION**

The Sunrise School Division hereby agrees that in the event the provincial government implements an education sector defined benefit pension plan that is 100% funded by the Government, the Division agrees to meet with Local 1618 to consult and discuss.

In witness whereof the parties have hereunto set their hands and seals this 22 day of Sept A.D. 2021.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1618

SIGNED ON BEHALF OF  
SUNRISE SCHOOL DIVISION

\_\_\_\_\_  
President

Gene Kenaski  
Negotiating Chairperson

M. Chy  
C.U.P.E. Representative

\_\_\_\_\_  
Board Chairperson

Don Nichol  
Negotiating Chairperson

A. Cantel  
Secretary-Treasurer

*2 MC*



**SUNRISE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1618**

**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 22 day of Sept A.D. 2021.

SIGNED ON BEHALF OF  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1618

SIGNED ON BEHALF OF  
SUNRISE SCHOOL DIVISION

\_\_\_\_\_  
President

Gene Penaske  
Negotiating Chairperson

M. Chy  
C.U.P.E. Representative

\_\_\_\_\_  
Board Chairperson

Don Nichol  
Negotiating Chairperson

A. Couture  
Secretary-Treasurer

dk  
mc  
Q

**SUNRISE SCHOOL DIVISION**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1618**

**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 22 day of Sept, A.D., 2021.

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

SIGNED ON BEHALF OF  
SUNRISE SCHOOL  
DIVISION

\_\_\_\_\_  
President

Jane Karaska  
Negotiating Chairperson

\_\_\_\_\_  
C.U.P.E. Representative

\_\_\_\_\_  
Board Chairperson

Don Nechal  
Negotiating Chairperson

\_\_\_\_\_  
Secretary-Treasurer

*me*  
Q