

OE 987 | **OPERATING ENGINEERS**
OF MANITOBA LOCAL 987



COLLECTIVE AGREEMENT

BETWEEN

THE RURAL MUNICIPALITY OF LAC DU BONNET
(OFFICE STAFF AND PUBLIC WORKS)

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987

January 1, 2022 to December 31, 2024

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – SCOPE AND RECOGNITION.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	1
ARTICLE 4 – UNION SECURITY.....	2
ARTICLE 5 – STATUTORY HOLIDAYS	3
ARTICLE 6 – VACATION WITH PAY.....	4
ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 8 – UNION REPRESENTATIVE AND SHOP STEWARDS	9
ARTICLE 9 – STRIKES AND LOCKOUTS	9
ARTICLE 10 – LEAVE OF ABSENCE	10
ARTICLE 11 – SAFETY AND SAFETY COMMITTEE	12
ARTICLE 12 – TOOLS.....	14
ARTICLE 13 – TECHNOLOGICAL CHANGE.....	14
ARTICLE 14 – WAGES AND PAYMENT THEREOF	15
ARTICLE 15 – SENIORITY RIGHTS	15
ARTICLE 16 – WORKING CONDITIONS – PUBLIC WORKS.....	18
ARTICLE 17 – TERMINATION AND DISCIPLINE	19
ARTICLE 18 – CASE OF INJURY.....	20
ARTICLE 19 – HOURS OF WORK AND OVERTIME	20
ARTICLE 20 – TRANSPORTATION AND TRAVELLING EXPENSE	25
ARTICLE 21 – HEALTH AND WELFARE.....	26
ARTICLE 22 – JOINT CONFERENCE COMMITTEE	30
ARTICLE 23 – WAGES RATES AND CLASSIFICATIONS	31
ARTICLE 24 – TRAINING AND DEVELOPMENT	34
ARTICLE 25 – CONTRACTING OUT	36
ARTICLE 26 – GENERAL CLAUSE.....	37
ARTICLE 27 – DEFINITIONS	37
ARTICLE 28 – EFFECTIVE DATE AND DURATION OF AGREEMENT	40

COLLECTIVE AGREEMENT

Between: The Rural Municipality of Lac du Bonnet
(Hereinafter referred to as the “Employer”)

and: The International Union of Operating Engineers Local 987
(Hereinafter referred to as the “Union”)

ARTICLE 1 – PURPOSE

1.01 Whereas it is the purpose of both parties in this Collective Agreement to:

- (a) Recognize the employees serve the ratepayers of the Rural Municipality of Lac du Bonnet;
- (b) Provide for the prompt and equitable settlement of conditions of employment between the Employer and the Union in accordance with the provisions of this Collective Agreement;
- (c) Encourage efficiency in operation;
- (d) Secure satisfactory working conditions, hours and wages for all employee’s subject to the provisions of this Collective Agreement; and
- (e) Maintain the existing harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and its employees.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer shall recognize the Union as the sole collective bargaining agent for all of its employees in the unit certified by the Manitoba Labour Board Certificate No. MLB-7320.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 It is acknowledged by the Union that the Employer retains all rights except as those rights are specifically limited by the subsequent provisions of this Collective Agreement. Nothing in this Collective Agreement shall be

construed to impair the right of the Employer to conduct its business in all particulars except as specifically modified in this Collective Agreement.

- 3.02 In administering this Collective Agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.
- 3.03 The Employer shall not discipline or dismiss any employee bound by this Collective Agreement except for just cause, save and except for probationary employees.

ARTICLE 4 – UNION SECURITY

- 4.01 All staff shall, as a condition of employment, make application to become members of the Union following completion of a six (6) month working days probation period. The Employer will advise the Union of the name, address and social insurance number of each new employee at the time of hiring.
- 4.02 All employees who are members in good standing of the Union and all employees who become members of the Union shall maintain their membership in good standing for the duration of this Collective Agreement.
- 4.03
 - (a) The Employer agrees that it will deduct from the wages payable to an employee, whether or not that employee is a member of the Union, the amount of regular monthly membership dues payable by a member of the Union, such deduction to be made from the pay due each employee in each month.
 - (b) The Employer further agrees to deduct initiation fees, regular assessments and/or back dues which an employee has authorized the Employer to deduct by written authorization. Any deduction of back dues shall be deducted in one lump sum, upon receipt of written authorization, from the next complete pay period.
 - (c) Deductions made under Articles 4.03 (a) or 4.03 (b) shall be forwarded to the Financial Secretary of the Union on or before the fifteenth (15th) day of the month following the month during which such deductions were made. The remittance shall be accompanied by a statement of the names and Social Insurance Numbers of the employees for whom the sums have been deducted.

(d) The Union recognizes the need for students to acquire the necessary funds in order to obtain post-secondary education, therefore, the Union will waive the initiation fee, regular assessment, and one point five (1.5%) percent service fee that is required for casual employees and, will not require the summer student employees to become a member of the Union.

- 4.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.
- 4.05 Notwithstanding Article 4.01 above, it is agreed that any casual employee within the bargaining unit who does not wish to become a member of the Union will not be required to do so but will be required to pay a monthly service fee of one-point five (1.5%) percent of gross wages. This amount shall not exceed the monthly membership dues, and the Employer agrees to deduct and remit service fees as per Article 4.03.
- 4.06 It is agreed that employees outside the scope of this Collective Agreement shall not perform any work coming within the scope of this Collective Agreement, except in the case of emergency or in order to train new or existing employees.

ARTICLE 5 – STATUTORY HOLIDAYS

5.01 The following shall be observed as paid Statutory Holidays:

- | | | |
|----------------------|-----------------|------------------------------|
| New Year's Day | Louis Riel Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| August Civic Holiday | Labour Day | Truth and Reconciliation Day |
| Thanksgiving Day | Remembrance Day | Christmas Day |
| Boxing Day | | |

Any other day which is proclaimed and enforced by the Federal or Provincial Government as a legal holiday shall also be observed.

(a) If a Holiday shall fall on either a Saturday or Sunday, the Friday before or the Monday after will be constitute as a day off in lieu of the holiday, as determined by the Employer.

- (b) For permanent part-time employees, whether or not they are actually scheduled to work on the holiday, are entitled to holiday pay of eight (8) hours at straight time for each Statutory Holiday provided they meet the criteria listed in Article 5.01 (c) below.

For permanent part-time employees who are scheduled to work on a Statutory Holiday they shall be paid at time and one-half ($\frac{1}{2}$) for all hours actually worked on the holiday. This entitlement is pursuant to the requirement of the *Employment Standards Code of Manitoba*. This “overtime” is in addition to the basic Stat Holiday pay at straight time referred to above.

- (c) Employees must work their regular scheduled working day before the holiday and their regular scheduled working day after the holiday in order to be entitled to be paid under this Article, unless absent due to legitimate illness or injury or leave approved by the Employer.
- (d) The Employer agrees to grant employees one-half ($\frac{1}{2}$) day off with pay on the regular working day before Christmas and one-half ($\frac{1}{2}$) day off with pay on the regular working day before New Year’s Day, unless the Employer determines that certain work is required to be performed on either day. Any employee required to work shall be entitled to one-half ($\frac{1}{2}$) day off with pay in lieu to be scheduled at a time to be mutually agreed between the employee and the Employer.
- (e) Part-time employees shall be paid general holiday pay at five (5%) percent of the part-time employee’s gross pay in the four (4) week period immediately before the Statutory Holiday.

ARTICLE 6 – VACATION WITH PAY

6.01 Permanent employees shall receive accrual vacation credit each pay beginning on the first day of permanent employment. Vacation can be used after it is earned. Vacation is accrued at the following rate schedule and will be applied to the rate on the employee's annual anniversary date. Vacation leave will not be earned during an unpaid leave of absence.

- (a) Two (2) weeks annual vacation from the start of permanent employment.
- (b) Three (3) weeks annual vacation from the start of the third (3rd) year of service;

- (c) Four (4) weeks annual vacation from the start of the fifth (5th) year of service;
- (d) Five (5) weeks annual vacation from the start of the tenth (10th) years of service;
- (e) Six (6) weeks annual vacation from the start of the twentieth (20th) year of service;
- (f) Seven (7) weeks annual vacation from the twenty-fifth (25th) year of service.

6.02 Each employee shall receive their vacation pay, which shall be calculated on a regular forty (40) hours for Public Works, or thirty-five (35) hours for Office, work week and shall include years of service accrued as a seasonal or permanent part-time employee:

- (a) Upon termination;
- (b) Employees may request the pay out of vacation credits. All such requests shall be in writing and accompanied with the reasoning for the request. Individual requests shall be dealt with by the Employer on a case-by-case basis. It is understood that the final decision on each request rests under the Employer's authority;
- (c) Upon taking their annual vacation or vacations; whichever date(s) occur(s) sooner.

6.03 If a Statutory Holiday falls within a vacation period, that vacation period shall be extended by that day.

6.04 Permanent Office employees vacation entitlement must be scheduled by May 1st of each year:

- (a) Permanent Office employee who is requesting two (2) or more weeks' vacation at any one time shall provide the Employer with at least two (2) weeks prior notice as to the employee's preferred vacation period. The Employer shall exercise its best efforts to grant the requested vacation period but retains the right to refuse any such request on reasonable grounds.

(b) For vacation requests of less than two (2) weeks, each permanent Office employee shall advise the Chief Administrative Officer (CAO). The CAO shall exercise their best efforts to grant such requested vacation periods but shall retain the right to refuse any such request on reasonable grounds.

6.05 Permanent Public Works employee shall provide the Employer with notice of the employee's preferred vacation period as follows:

(a) Where the Public Works employee intends to take vacation during the months of June, July or August, the employee shall submit a written request to the Employer no later than May 1st unless the request is three (3) successive workdays or less.

6.06 Upon request, employees will be allowed to carry over a maximum of one (1) week (forty (40) hours) Public Works, (thirty-five (35) hours) Office, of vacation into the next calendar year. Requests to carry over additional vacation credits to be used in January or February of the following calendar year shall not be unreasonably denied.

(a) Unless specifically given permission in writing, all other vacation credits must be utilized before December 31st of each calendar year.

(b) Upon completion of a six (6) month probation period, permanent employees may utilize vacation credits as they are accrued.

6.07 The Employer shall exercise its best efforts to grant the requested vacation period but retains the right to refuse any such request on reasonable grounds.

Permanent employees off work on disability shall be not entitled to any more than one (1) years vacation entitlement upon the employees return to the workplace.

6.08 Seasonal, Transfer Station Gate Attendants and permanent-part time employees shall receive vacation pay in lieu of vacation on each pay period in the amount of four (4%) percent of gross pay for employees with less than three (3) years seniority and six (6%) percent of gross pay with three (3) years or more seniority.

The above language does not prevent seasonal staff from being provided time off without pay upon request. All requests shall be dealt with on a case by case basis.

- 6.09 Employees with seniority that are hired into a permanent position shall have all years of service earned, on any seniority list since their date of hire, used for the calculation of benefit entitlement including vacation entitlement.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

Definition: “Grievance” shall mean a difference between the parties to this Collective Agreement and employees bound by this Collective Agreement concerning its meaning, application, or alleged violation.

- 7.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

- 7.02 Grievances properly arising under this Collective Agreement shall be adjusted and settled as follows:

Step 1: An employee shall, within ten (10) working days after the occurrence of the matter complained of, attempt to resolve the grievance through discussions with their immediate supervisor outside the bargaining unit, and if the matter is not settled to the employee's satisfaction within ten (10) subsequent working days, the employee may proceed with the grievance to the next Step.

Step 2: The aggrieved employee may, accompanied by a Union representative or the Steward, present their grievance, which shall be reduced to writing, to the CAO, who shall render a decision in writing within ten (10) working days. Should the matter not be settled to the employee's satisfaction, the employee may, within ten (10) working days, proceed with the grievance to the next Step.

Step 3: The Union Representative shall meet as soon as practical with the CAO to discuss the grievance. At this stage, either party may be accompanied by counsel.

- 7.03 If a final settlement of the grievance is not completed within ten (10) working days after the completion of Step 3, the Employer or the Union may request in writing, within twenty (20) working days, that the grievance be referred to arbitration in accordance with this Article.
- 7.04 The Employer or the Union may initiate a grievance at Step 2. The Union may initiate a grievance at Step 3 regarding a suspension without pay or dismissal.
- 7.05 Unless a grievance is initiated or a request to process a grievance from one Step to the next is made within the time stated above, the grievance shall be deemed to be settled on the basis of the Employer's reply at the previous Step. The time limits stated in Articles 7.02 and Article 7.03 above may be extended by mutual consent of the parties, in writing.

Arbitration

- 7.06 Where either party requests a grievance be submitted to Arbitration, the request shall be made in writing and addressed to the other party. Grievances which are referred to Arbitration shall be heard by a single arbitrator. The Arbitrator appointed to the arbitration shall be mutually agreed to by both parties and shall be chosen from the Manitoba Labour Board Arbitrators list.
- 7.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- 7.08 The findings and decision of the Arbitrator in all arbitrable questions shall be binding and enforceable on all parties involved.
- 7.09 Each party agrees to be responsible for one-half (½) of the fees and proper expenses of the Arbitrator.
- 7.10 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances so that there shall be no interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 7.11 It is intended by the parties that the Grievance and Arbitration Procedure in this Collective Agreement shall be in lieu of litigation in courts in any grievable matter, except in the case of enforcement of an arbitration award.

ARTICLE 8 – UNION REPRESENTATIVE AND SHOP STEWARDS

- 8.01 The Union representative must seek and obtain permission from the Employer to interview employees and such interviews shall be:
- (a) Carried on in a place designated by the Employer; and
 - (b) Held whenever possible during the lunch period.
- 8.02 However, if it is not possible to conduct an interview as set forth in Article 8.01, then an interview may take place during regular working hours, provided that any time taken shall not exceed ten (10) minutes without the Employer's approval, and that such an interview will be held at such time as to not interfere with service to the public.
- 8.03 The Union shall advise the Employer in writing of the election or appointment of a Shop Steward.
- 8.04 The Employer agrees to recognize the Shop Stewards for the purpose of assisting employees within their exclusive jurisdiction with a grievance.
- 8.05 The Employer shall recognize that a Shop Steward acts for the employees concerned and a Shop Steward shall not be discriminated against for expressing the wishes of the employees he represents.

ARTICLE 9 – STRIKES AND LOCKOUTS

- 9.01 It is agreed by the Union that there shall be no strikes, picketing, sit-downs, slowdowns or any stoppage or suspension of work during the term of this Collective Agreement, or while negotiations for renewal of this Collective Agreement are in progress. It is further agreed by the Union that it will not encourage or support any such action. It is further agreed by the Union that should any such collective action be taken; the Union shall instruct its members to carry out the provisions of this Collective Agreement and return to work and perform their duties in the usual manner.
- 9.02 It is agreed by the Employer that there shall be no lockouts during the term of this Collective Agreement or while negotiations for renewal of this Collective Agreement are in progress.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.01 An employee shall be granted bereavement leave of up to three (3) days without loss of regular wages in the event of the death of their spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild or any other relative living with the employee who is a dependent of the employee. An additional two (2) days leave without loss of regular wages shall be granted to attend an immediate family members' funeral located out of town when the return trip distance exceeds five hundred (500) kilometers. Family member is defined as per above.
- 10.02 An employee shall be granted bereavement leave of one (1) day without loss of regular wages, in the event of the death of the employee's aunt, uncle, or to act as a pallbearer at a funeral. An additional two (2) days leave without loss of regular wages shall be granted to attend the funeral located out of town when the return trip distance exceeds five hundred (500) kilometers, family member is defined as per Article 10.01.
- 10.03 An employee shall be granted up to four (4) hours without loss of regular wages to attend the funeral of a close friend or relative not identified above.
- 10.04 Notwithstanding the above, an employee may apply in writing for such other or additional leave, that may be granted or refused on a with or without pay basis at the discretion of the Employer, with the granting not to be unreasonably withheld.
- 10.05 Part-time employees shall be entitled to bereavement leave as outlined above.
- 10.06 The Employer shall allow time off work, without pay, for any person who is serving on a Union committee or for the purpose of serving as a Union delegate to a conference or function provided that this can be done without cost to the Employer. The said time off shall not exceed seven (7) days per annum. To obtain such time off the employee must give the Employer fourteen (14) days notice in writing. Any employee who acts within the scope of this paragraph shall not lose their job or be discriminated against for so acting.

10.07 Maternity Leave

Every employee who has completed seven (7) consecutive months of employment with the Employer shall qualify for maternity leave benefits as per the *Employment Standards Act*.

10.08 Upon request an employee may be granted the opportunity to utilize Vacation/Banked Time for additional time when accessing time under the above noted articles.

10.09 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period in relation to the following purposes:

- (a) To seek medical attention for the employee or the child of the employee, including a stepchild, foster child, or child under the employee's guardianship, in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
- (b) To obtain services from a victim services organization for the employee or the child of the employee.
- (c) To obtain psychological or other professional counselling for the employee or the child of the employee.
- (d) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

The Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, with the consent of the concerned employee.

ARTICLE 11 – SAFETY AND SAFETY COMMITTEE

11.01 The parties shall establish a Joint Workplace Safety and Health Committee comprised of three (3) employee representatives, one (1) of whom must be a permanent employee, to be elected by the members of the bargaining unit, one of whom must be a transfer station employee, Administration, and Public Works. The committee shall meet from time to time as needed, but not less than four (4) times per year, to discuss and address issues relating to workplace safety, safety-related training for employees, and so forth.

The Union and the Employer shall notify each other in writing of any changes in their respective representatives to this committee as such changes occur.

11.02 If special safety clothing or equipment is required, it shall be supplied by the Employer on a loan basis to the employee who shall sign a receipt for same. Any employee to whom safety clothing or equipment is supplied shall be responsible for loss of same or damage other than normal wear and tear.

11.03 Public Works

(a) Safety flash goggles, full-face mask, and respirators shall be supplied by the Employer for grinding, welding and other such work.

(b) Hip waders shall be supplied by the Employer when required.

(c) All Welders shall receive goggles, gloves, welding helmet.

(d) The Employer shall provide seven (7) shirts and pants, seven (7) coveralls, or a combination of both totaling seven (7), for the use of each employee, and shall provide for the reasonable weekly cleaning of same. Upon layoff, seasonal and / or casual staff shall return all of the clothing supplied under this clause. After layoff, the Employer agrees to have in stock coveralls for use by each employee for intermittent recall purposes and cover laundering costs. All coveralls

owned by the Employer shall remain in the custody of the Employer at all times. Contract fees incurred to supply clothing that has not been returned will be assessed and recovered from the applicable seasonal and/or casual staff upon recall to work. Supplied clothing that is lost or misplaced shall be the responsibility of the staff person to replace and cover replacement costs. The Employer agrees to provide all transfer station, seasonal and permanent public works staff with individual lockers so that uniforms and personal affects can be securely stored.

- (i) The Employer shall supply each employee with work gloves and additional replacement gloves as the need occurs throughout the year.
- (ii) Each permanent, seasonal and transfer station employee shall receive once per year an allowance to cover the cost of purchasing appropriate work boots as follows:
 - 2022 – one hundred and eighty (\$180.00) dollars
 - 2023 – one hundred and eighty-five (\$185.00) dollars
 - 2024 – one hundred and ninety (\$190.00) dollars

11.04 The Employer and employees all accept joint responsibility to maintain a safe working environment. It is understood and agreed that the Parties to this Collective Agreement shall at all times comply with all accident prevention regulations as established by applicable laws, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Collective Agreement.

11.05

- (a) If an employee cannot travel to work because of a road closure by the applicable authority due to inclement weather, and the employee notifies the Employer immediately by telephone, the employee's absence from work will be considered an approved leave for the purpose of statutory holiday eligibility under Article 5.01 (c). This does not apply if employee does not notify the Employer.

- (i) Within a reasonable time, if the road is opened three (3) hours or more before the end of the normal workday; or
- (ii) The Employer provides transportation to and from the employee's residence.

(b) If (i) or (ii) apply to the absence for a day or part day, an employee may use accrued vacation or banked time to make up lost hours of work.

11.06 It is to the mutual advantage of both the Employer and the Union that employees do not operate vehicles or equipment which are not in safe operating condition. It is the duty of the employee to report promptly to the Employer, in writing, all defects in vehicles or equipment.

ARTICLE 12 – TOOLS

12.01 No employee will be required to supply any tools, excepting as made a requirement of a licensed heavy-duty mechanic position.

12.02 The Employer is to supply all tools as required, excepting as made a requirement of a licensed heavy-duty mechanic position and heavy-duty mechanic apprentice.

12.03 Responsibility for normal wear and tear of tools supplied by the Employer is accepted by the Employer on return of broken or worn tools.

12.04 Mechanics and Registered Apprentices shall receive a tool allowance of fifty cents (50¢) per hour excluding overtime. The tool allowance shall be paid on each regular payday and shall be designated as a separate item on the employee's payroll statement, separate and distinct from the employee's hourly base rate.

ARTICLE 13 – TECHNOLOGICAL CHANGE

13.01 The provisions respecting technological change in the *Labour Relations Act of Manitoba* shall apply during the term of this Collective Agreement.

ARTICLE 14 – WAGES AND PAYMENT THEREOF

14.01 Office - Wages shall be paid bi-weekly on Fridays, by direct deposit at the discretion of the Employer.

Public Works - Wages shall be paid bi-weekly, on Fridays, by direct deposit.

14.02 The Employer shall provide to all employees a separate slip or electronic equivalent indicating the dates of the pay period, the number of hours paid at regular time, the number of hours paid at overtime, other earnings, gross earnings, deductions and reasons therefore, net pay and the names of the Employer and the employee.

ARTICLE 15 – SENIORITY RIGHTS

15.01 Permanent employees shall earn seniority in accordance with their actual periods of continuous service in the permanent classification identified as Public Works, or Environmental Health, or Office.

(a) Employees hired into a permanent position shall be required to serve a six (6) calendar month continuous service probationary period from the date of hire into that position before obtaining permanent status. New employees' seniority shall be established on completion of a six (6) month continuous probationary period and will be effective from the date of hire. This period may be extended by sixty (60) working days if mutually agreed between the Employer and the Union. Casual employees shall not have seniority.

(b) If an employee is found to be unsuited to the new position and cannot adapt, the Employer may, within the timeframe noted above revert the employee to their former position. The employee may choose to revert to their former position within the same timeframe.

15.02 For part-time Office employees, including job share, fifteen hundred (1500) hours of service shall be considered one (1) year's service, and prorated accordingly for the purpose of determining benefits such as vacation with pay, sick leave, sick leave accumulation and wage rates. Part-time Office employees shall retain seniority accrued while in full-time employment and continue to accrue seniority in accordance with the provisions listed above.

No employee shall receive credit for more than one (1) year of service during any one (1) year period.

15.03 For Public Works seasonal employees and permanent part-time employees, one thousand eight hundred (1,800) hours of service shall be considered one (1) year's service. (Example: Nine hundred (900) hours equals point five (.5) years seniority; six hundred (600) hours equals point three three (.33) years seniority). No employee shall receive credit for more than one (1) year of service during any one (1) year period.

(a) All seniority shall be stated in years of service to two (2) decimal places.

15.04 Public Works employees shall be laid off in the reverse order of their seniority providing the remaining employee(s) have the ability, skill and qualifications to perform the remaining work. The names of employees laid off shall be placed on a recall list. Affected employees shall receive written notice of layoff not less than ten (10) working days prior to the date of the layoff.

(a) Where the Employer recalls employees, the most senior qualified employee on the recall list shall be recalled first. Subject to Article 15.07, the Employer shall not hire new employees while current employees remain on layoff.

15.05 In the event of an Office layoff, employees shall be laid off in reverse order of seniority providing that their knowledge, skill, ability, reliability and fitness are equal.

Seniority List

The Employer shall post the seniority list within thirty (30) days of the execution of this Collective Agreement and in the month of January of each year thereafter, sorted by seniority.

(a) The seniority list shall contain the following information:

- (i) Name of employee;
- (ii) Classification;
- (iii) Initial date of hire by the Employer.

(b) There shall be three (3) separate seniority lists for:

- (i) Permanent employees – Public Works and Environmental Health
- (ii) Seasonal employees – Public Works and Environmental Health
- (iii) Clerks – Office
 - i. Permanent
 - ii. Part-Time

For the purpose of seniority - Public Works Clerks will be listed under the Public Works and Environmental Health Lists.

For the purpose of vacancies, layoff and recall, the three (3) lists shall be treated as separate departmental seniority lists and it is understood that an employee from one group is not entitled to bump into the job of an employee in another group.

15.06 When the Employer determines that there is a vacancy or a promotion available within the bargaining unit, the Employer shall post a notice of same, for seven (7) days, on the bulletin board in each office to allow employees the opportunity to apply for said vacancy or promotion. The Employer may concurrently post any vacancy externally with the expressed understanding internal applications are to be exhausted first. Seniority shall be the determining factor in filling a vacancy or promotion provided the applicant employee with the greatest seniority has the equal ability, skill and qualifications, and past performance evaluations, to perform the work in question. Where the vacancy or promotion is not filled by the current employee, the Employer shall fill such vacancy or promotion in any manner it deems appropriate. The Employer is not required to provide a training or familiarization period.

15.07 Seniority shall be considered broken and service terminated if the employee:

- (a) Resigns;
- (b) Is discharged by the Employer and not reinstated through the Grievance and Arbitration procedure of this Collective Agreement;
- (c) Has been laid off continuously for twelve (12) months;

- (d) Fails to return to work on recall within five (5) calendar days of a registered letter being sent to last known address;
- (e) Is absent from work without authorization for more than three (3) working days unless a reason satisfactory to the Employer is given;
- (f) Fails to return to work on the day specified in accordance with an approved leave of absence unless a reason satisfactory to the Employer is given.
 - (i) An employee who is successful for promotion to a full-time "Out of Scope" position and successfully completes a six (6) month probationary period and holds the position for an additional six (6) calendar months. Seniority shall continue to accrue during this period of time or during a temporary assignment to an "Out of Scope" position not to exceed twelve (12) months.

15.08 In January of each year, the Employer shall post seniority lists, to be updated annually with copies to be provided to the Union.

ARTICLE 16 – WORKING CONDITIONS – PUBLIC WORKS

- 16.01 Employees shall be entitled to a fifteen-minute rest period at the approximate midpoint in the morning and a fifteen (15) minute rest break at the approximate midpoint in the afternoon.
- 16.02 Adequate time will be allowed prior to quitting time for pickup of tools, parking and shutting down equipment in a safe manner. Such time will be determined from time to time by the Employer.
- 16.03 The Employer shall supply heated, flush or chemical toilets and wash-up facilities, and shall supply hand cleaners at the Employer's garage.
- 16.04 The Employer shall allow time off work without pay for any person who is serving on a Union committee, or for the purpose of serving as a Union delegate to a conference or function provided that this can be done without cost to the Employer. The said time off shall not exceed seven (7) days per annum. To obtain such time off the employee must give the Employer fourteen (14) days notice in writing. Any employee who acts within the scope of this paragraph shall not lose their job or be discriminated against for so acting.

- 16.05 All employees must possess and maintain a Class 5 driver's license. The Employer reserves the right to require employees to provide a driver's abstract upon request. Employees shall be responsible for the cost of one (1) driver's abstract at time of hiring. The cost of any additional driver's abstracts during the employee's employment with Employer shall be at the Employer's expense.
- 16.06 Employees are required to maintain the class of driver's license needed for their classifications job description.
- 16.07 As per the Employer's Drivers License Policy, all classifications require annual proof of a valid drivers license. The Employer will continue its practice of assisting employees in driver's license upgrades at no cost to the employee up to a maximum of two (2) written and/or road tests.
- 16.08 As per the Employer's Drivers License Policy Employees must immediately inform the Public Works Manager or designate of any changes to the employee's driver's license status.

ARTICLE 17 – TERMINATION AND DISCIPLINE

- 17.01 When an employee is disciplined in writing or terminated, the Employer shall, within five (5) working days, supply a written reason to the employee with a copy to be submitted to the Union.
- 17.02 Where the layoff(s) of permanent employee(s) is necessary, the Employer shall provide the Union with written notice not less than ten (10) working days prior to the date of the layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employee(s) affected.
- 17.03 Where the layoff(s) of seasonal employee(s) is necessary, the Employer shall not be required to provide notice to the affected employee(s) but such layoff(s) shall occur on a Friday.
- 17.04 In the case of seasonal employees being recalled after the seasonal layoff for work of a temporary nature, the layoff and recall provisions of this Collective Agreement shall not apply. The seasonal employee shall be paid in accordance with the classification of work which he is called out to perform for a minimum of three (3) hours.

17.05 In the case of a termination of the employment relationship by an employee, that employee shall provide the Employer the same notice as set forth under Articles 17.02 or Article 17.03, as is applicable.

ARTICLE 18 – CASE OF INJURY

18.01 If an employee requires off-site medical attention as a result of an injury sustained during the workday which necessitates no return to work on that day, then the injured employee shall be paid for the full shift.

18.02 The Foreman or Employer's agent shall gather the injured employee's belongings and place them in the Shop or office, whichever is applicable. The Employer will then be responsible for those belongings until they are removed from the site by a responsible person or until the owner returns to work.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

19.01 Public Works

(a) Eight (8) Hours shall constitute a normal workday and forty (40) hours a normal work week Monday through Friday between the hours of 7:30 am and 4:00 p.m., which includes a one-half ($\frac{1}{2}$) hour unpaid lunch break. However, it is recognized that in order to maintain operations of the Municipality, the hours of work may be adjusted. The Employer agrees to act reasonably in this regard. The Employer agrees that work will only be scheduled on a Tuesday through Saturday when deemed necessary to achieve maximum efficiencies.

(b) Rearrangement of work shifts may be required from time to time. Whenever possible eight (8) hours of notice shall precede such shift rearrangement. However, the break period between "overtime work" and the next regular shift is less than eight (8) hours, The Employer may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight (8) hour break. In such situations, any employee so affected shall receive their full salary for the shift.

(c) Environment Health

- (i) Eight (8) Hours shall constitute a normal workday and forty (40) hours a normal work week. Due to the nature of their duties, regular shifts will include weekends.

19.02 Condensed Work Week

The Employer may utilize a condensed work week:

- For the Public Works Department during the period May 1st to October 31st of each year;
- For the Environmental Health Department during the period from April 1st to October 31st of each year.

Such work shall be performed as follows:

- (a) The Employer shall provide written notification to the Union and the affected employees not less than two (2) weeks prior to the implementation of a condensed work week.
- (b) Four (4) days per week, ten hours per day, Public Works 7:00 a.m. to 5:00 p.m. and Environmental Health 9:00 a.m. to 7:00 p.m. with a twenty (20) minute paid lunch break.
- (c) A condensed work week schedule shall be posted in the public works department identifying which shift Public Works employees shall be assigned for the season.
- (d) Environmental Health Employees shift schedules will be rotational and posted two weeks in advance.
- (e) Employees shall be entitled to exchange shifts provided both employees are qualified to perform the work required, the shift change does not result in overtime, and is approved in advance by the Employer.

- (f) Should Municipal operations require a change to one or more condensed work week schedule(s) identified in Article 19.01 (c), said change(s) shall be made in reverse order of seniority provided the affected employee(s) is qualified to perform the work required.
- (g) In the case of a condensed work week, ten (10) hours per day shall be the recognized daily hours for the purpose of overtime.
- (h) If a holiday occurs during a condensed work week, the work week shall be reduced by ten (10) hours with pay for all employees on the condensed work week.
- (i) The Employer may extend the condensed work week up to November 15th, upon written notification to the Union and the affected employees of not less than two (2) weeks prior to October 31st.

19.03 Premium Rates

For Permanent and Seasonal Employees:

- (a) If more than the recognized daily or weekly hours are worked in a day or week, such overtime shall be paid at the rate of time and one-half (1½);
- (b) All time worked on Sunday shall be paid at the rate of double (2x) time excluding the Environmental Health Department;
- (c) All time worked on a Statutory Holiday or the day that constitutes the statutory holiday (but not both) as specified in Article 5 shall be paid at the rate of double (2x) time. Employees who work on a Statutory Holiday or the day that constitutes the statutory holiday (but not both) shall receive in addition any holiday pay to which they are entitled under Article 5. This clause does not apply to voluntary duties, example: Canada Day Parade.

19.04 Overtime shall be distributed equally among employees who normally perform the required work. However, in order to maintain continuity and efficiency, the Employer may authorize overtime to an employee who has been involved directly in a specific project. Employees who refuse overtime shall have the hours documented as if they had accepted.

19.05 For permanent and seasonal employees:

(a) The Employer shall make every reasonable effort, consistent with past practice, to provide all Public Works employees with forty (40) hours of employment per week. However, this Article shall not be interpreted as a guarantee of employment;

(b) The Employer shall make every reasonable effort to provide seasonal Public Works employees with twenty-four (24) weeks of employment during the period of seasonal work (May 1st through October 31st of each year).

19.06 Employees are subject to being called out to work, and in such circumstances, shall be paid for a minimum of three (3) hours at the applicable rate.

19.07

(a) When an employee works overtime, they shall have the option of being paid for the overtime or accumulating such overtime to a yearly maximum of eighty (80) non-refillable hours. If no request is made by the employee to bank overtime, then payment shall be made at the rate specified in this Article.

(b) Banked time may only be taken at a time mutually agreed between the Manager of Public Works Department or designate and the employee. In cases where time off is not arranged prior to November 30th, then payment shall be made prior to December 31st at the rate at which the overtime was worked.

19.08 Where scheduled overtime work in conjunction with a normal workday exceeds three (3) hours in any day for an employee, the employee will be entitled to a fifteen (15) minute paid meal break after the third (3rd) hour. Where unscheduled overtime work in conjunction with a normal workday exceeds three (3) hours, the Employer shall provide the employee with a hot meal or a fifteen (\$15.00) dollar meal allowance and the employee shall be entitled to a paid twenty (20) minute meal break.

19.09 Once a shift has started in any one day, a more senior employee cannot exercise seniority privileges to change assignments. The Employer will

assign work and equipment based on available equipment, training requirements and skill set for the task.

Office Staff

19.10 Administrative Office Classifications shall work seven (7) hours per day Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.

19.11 Condensed Work Week

The Employer may utilize a condensed work week. Such work shall be performed as follows:

Four (4) days per week, eight point seven five (8.75) hours per day, 7 a.m. to 5:00 p.m. with a twenty (20) minute paid lunch break on the following days:

(a) Monday through Thursday; and/or

(b) Tuesday through Friday.

19.12 Lunch Break

Each employee shall be entitled to a one half ($\frac{1}{2}$) hour unpaid meal break at midday.

19.13 Rest Period

Each employee shall be entitled to a fifteen (15) minute period rest period in the morning and in the afternoon.

19.14 Overtime

If employees work more than the recognized daily hours as stated in Article 19.10 above, they shall be paid for at the rate of one and one-half ($1 \frac{1}{2}$) times the employee's regular straight time rate of pay.

19.15 All hours worked on Saturdays shall be paid at the rate of one and one-half ($1 \frac{1}{2}$) times the employee's regular straight time rate of pay.

19.16 All hours worked on Sundays and Holidays shall be paid at the rate of two (2x) times the employee's regular straight time rate of pay.

19.17 The Employer shall make every reasonable effort, consistent with past practice, to provide employees with thirty-five (35) hours of employment per week. However, this Article shall not be interpreted as a guarantee of employment.

19.18 An employee who is called back to work and works outside of her regular working hours shall be paid a minimum of three (3) hours at overtime rates.

19.19

(a) If a full-time employee works overtime, they shall have the option of being paid for the overtime or accumulating such overtime to a yearly maximum of sixty (60) refillable hours. If no request is made by the employee to bank overtime, then payment shall be made at the rate specified in this Article.

(b) Banked time may only be taken at a time mutually agreed between the CAO and the employee. In cases where time off is not arranged prior to November 30th, then payment shall be made prior to December 31st at the rate at which the overtime was worked.

ARTICLE 20 – TRANSPORTATION AND TRAVELLING EXPENSE

20.01 If an employee is required by the Municipality to utilize their own vehicle, outside of the purposes of reporting to their place of assignment, the Employer shall pay for each kilometre traveled an amount consistent with the applicable Council Indemnity By-law for kilometres.

20.02 All travel on behalf of the Employer shall be undertaken on the most direct route reasonably possible.

20.03 An itemized list of any claims under this Article shall be submitted by the employee on the applicable claim form.

20.04 Employees shall be entitled to reimbursement of expenses incurred when travelling inside or outside the boundaries of the Municipality on Municipal business as follows:

(a) Total cost of room rental;

(b) The Employer shall pay all meal allowances consistent with the applicable Council Indemnity Bylaw for meals;

- (c) The Employer shall pay for each kilometre traveled an amount consistent with the applicable Council Indemnity Bylaw for kilometres;
- (d) Parking expenses as per receipts submitted.

20.05 A designated full time or part-time employee required (Legislative Clerk 1) to use their personal vehicle to perform mail pick-up and drop-off or banking on behalf of the Employer shall be entitled to one-half (½) hour off with pay to be used at the end of the day in lieu of reimbursement of travel expenses as per Article 20.01. In case of meal pick-up and/or other Municipal business, employees will be reimbursed in accordance with Article 20.01 (c). Employees will be allowed to bank all mileage with payment taking place in the first pay period of December of each year. The employer reserves its right to organize / schedule such travelling time to limit the number of employees away from the office due to travelling time.

20.06 An itemized list of any claims under this Article shall be submitted by the employee with the applicable time sheet.

ARTICLE 21 – HEALTH AND WELFARE

Health and Welfare Plan

21.01

- (a) For permanent and seasonal employees the Employer agrees to provide health and welfare benefits in its present form or no less beneficial form on a 50/50 cost-shared for employees in the bargaining unit. (for new employees benefit payments shall begin on the first day of the third month of employment).
- (b) The Employer will establish a Health Spending Account for two hundred (\$200.00) dollars per permanent and permanent part-time employee and one hundred (\$100.00) dollars per seasonal employee who has attained seniority as per Article 15 each year of the Collective Agreement. The HSA is to be utilized for topping up current Health Plan Benefits and cannot be carried over from one year to the next year. The Health Care Benefit plan shall be used as the criteria for eligible claims.

(c) An enhancement to the Health Spending Account strictly towards Dental and Vision expenses of one hundred (\$100.00) dollars per permanent and permanent part-time employee and fifty (\$50.00) dollars per seasonal employee who has attained seniority as per Article 15 each year of the Collective Agreement. The HSA is to be utilized for topping up current Health Plan Benefits and cannot be carried over from one year to the next year. The Health Care Benefit Plan shall be used as the criteria for eligible claims.

21.02 The parties agree that the Employer may enroll persons who are outside the scope of the bargaining unit in the Operating Engineers Health and Welfare Plan.

21.03 Seasonal and part-time employees shall be entitled to continue coverage in the Health and Welfare Plan through periods in which they are not working for the Employer provided:

(a) They pay the full cost of coverage; and

(b) They make the necessary arrangements with the Employer for submission of these monies in accordance with the terms of the said Health and Welfare Plan.

Sick Leave

21.04

(a) For permanent employees, sick leave shall be accumulated at the rate of one (1) day per month of employment to a maximum of sixty (60) days.

(b) For seasonal and permanent part-time employees, sick leave shall be accumulated at the rate of five (5%) percent of regular hours worked to a maximum of four hundred (400) hours. This clause is not applicable to overtime hours.

(c) Sick leave shall not accumulate while an employee is on sick leave, layoff, Workers Compensation or Disability.

(d) Casual and student employees shall not accumulate sick leave.

- 21.05 Employees shall have the option of utilizing accumulated sick leave as follows:
- (a) If an employee is required to be absent due to medical reason or injury making it unreasonable for the employee to attend work, and where the employee has taken all reasonable steps to inform the Employer promptly of the anticipated absence, including telephoning their direct supervisor and advising them of this prior to the start of the employee's shift, sick leave credits may be used until they are exhausted, and if the employee is still unable to attend work, sick leave without pay may be granted.
- 21.06 A permanent employee whom has successfully completed their probationary period and established seniority will be allowed to apply for and be granted five (5) days leave per fiscal year without loss of pay or benefits to provide family/personal time. All time off requests for this benefit will be based on work performance (in the previous calendar year) including but not limited to sick leave usage and performance appraisal indicators. All time off requests shall remain at the discretion of the Employer. In the case of termination of employment and retirement the above noted five (5) days are not calculated into any severance time.
- 21.07 Notwithstanding Article 21.09, for an emergency illness of a family member listed in Article 10.01, an employee shall be granted leave with pay to a maximum of five (5) days to be charged against the employee's sick leave credits. If the employee has no sick leave credits, the leave shall be unpaid.
- 21.08 The Employer shall inform an employee once per year, in writing, of the amount of sick leave to their credit.
- 21.09 Leave of absence for reasons other than medical or injury shall not entitle an employee to use their sick leave benefits. Maternity or Parental Leave shall not qualify as medical reason or injury.
- 21.10 Unused sick leave credits shall not be paid to an employee at any time unless the employee is absent from work due to medical reason or injury.
- 21.11 Sick leave is not to be accumulated or deducted when an employee is receiving Workers Compensation.

21.12

(a) Any employee who is absent due to medical reason or injury for more than two (2) days at any one time or six (6) days in any one year may be required to provide a medical certificate verifying same upon his return to work. The cost of providing any such report shall be reimbursed by the Employer.

(b) Abuse of sick leave shall result in disciplinary action.

21.13 Employees shall be entitled to use accumulated sick leave credits for the purpose of attending medical or dental appointments with each occurrence to be limited to two (2) hours inside the boundaries of the Rural Municipality of Lac du Bonnet. Employees attending medical or dental appointments outside the boundaries of the Rural Municipality of Lac Du Bonnet shall be entitled to use accumulated sick leave credits equivalent to one (1) day to a maximum of four (4) occurrences per year.

In the case of the Compressed Work Week one (1) day constitutes ten (10) hours.

Pension Plan

21.14 As a condition of employment and after six (6) months employees shall participate in the M.E.B.P. Pension Plan, with the cost to be borne equally by the employee and the Employer.

21.15 Seasonal and part-time employees shall be entitled to the M.E.B.B. Pension Plan, with the cost to be borne equally by the employee and the Employer, effective January 1st, 1989, subject to the eligibility requirements of those plans.

Medical Examination

21.16 Where employees are required to have a Class 1 or Class 3 driver's license, the Employer will pay for the physical examination and medical certificate as required with a medical practitioner and upon the employee producing a medical certificate they will be reimbursed for actual time spent taking the physical examination.

21.17 Where the Employer has reasonable grounds to believe that an employee is not physically capable of performing the duties normally assigned to them, the Employer may require the employee to take a physical examination with a physician chosen by the Employer.

21.18 Whenever possible employees shall endeavor to schedule medical appointments on scheduled days off.

ARTICLE 22 – JOINT CONFERENCE COMMITTEE

22.01 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Employer and the Union, a Joint Conference Committee shall be established.

22.02 The Committee shall consist of not more than three (3) members from each side. This Committee shall meet at intervals deemed necessary by the parties to this Collective Agreement and shall be authorized to investigate, assess and recommend solutions to the various problems. It is understood and agreed that meetings shall take place outside regular working hours and shall be without pay.

ARTICLE 23 – WAGES RATES AND CLASSIFICATIONS

23.01 Public Works

Classifications	Jan 1 2022 (2.0%)	Jan 1 2023 (2.5%)	Jan 1 2024 (3.0%)
Licensed Heavy Duty Mechanic/Welder	\$33.13	\$33.96	\$34.98
Heavy Duty Mechanic Apprentice			
Level 1 (60% of HDM)	\$19.88	\$20.37	\$20.98
Level 2 (70% of HDM)	\$23.19	\$23.77	\$24.49
Level 3 (80% of HDM)	\$26.50	\$27.16	\$27.98
Level 4 (90% of HDM)	\$29.81	\$30.56	\$31.48
Wastewater Operator Level 1 (Certified)	\$29.01	\$29.73	\$30.63
Civil Engineer Technologist Student			
Level 1	\$23.46	\$24.05	\$24.77
Level 2	\$24.54	\$25.15	\$25.91
Level 3	\$25.59	\$26.23	\$27.02
Permanent CET	\$29.01	\$29.73	\$30.63
Foreman	\$30.51	\$31.27	\$32.21
Seasonal Foreman	\$29.57	\$30.31	\$31.22
Operator I (Loader, Dozer, Tandem Tractors, Skid Steers Road, Allowance Mowers)	\$24.19	\$24.79	\$25.54
Operator II (Grader Excavator, Semi)	\$27.46	\$28.14	\$28.99

Classifications	Jan 1 2022 (2.0%)	Jan 1 2023 (2.5%)	Jan 1 2024 (3.0%)
Building Maintenance Labourer	\$24.43	\$25.04	\$25.79
Labourer	\$21.75	\$22.29	\$22.96
Transfer Station Attendants			
Attendant I	\$21.75	\$22.29	\$22.96
Attendant II	\$23.95	\$24.55	\$25.29
Public Works Clerk			
Start Rate	\$23.65	\$24.25	\$24.97
Incentive Pay Level 1	\$24.32	\$24.92	\$25.67
Incentive Pay Level 2	\$24.89	\$25.51	\$26.28
Incentive Pay Level 3	\$25.51	\$26.15	\$26.93
Incentive Pay Level 4	\$26.09	\$26.74	\$27.55
Incentive Pay Level 5	\$26.76	\$27.43	\$28.26

23.02 Office Staff

Classifications	Jan 1 2022 (2.0%)	Jan 1 2023 (2.5%)	Jan 1 2024 (3.0%)
Legislative Clerk 1			
Start Rate	\$20.60	\$21.12	\$21.75
Incentive Pay Level 1	\$21.22	\$21.75	\$22.40
Incentive Pay Level 2	\$21.82	\$22.36	\$23.03
Incentive Pay Level 3	\$22.43	\$22.99	\$23.68
Incentive Pay Level 4	\$23.04	\$23.62	\$24.33
Incentive Pay Level 5	\$23.69	\$24.29	\$25.02
Legislative Clerk 2			
Start Rate	\$23.65	\$24.25	\$24.97
Incentive Pay Level 1	\$24.32	\$24.92	\$25.67
Incentive Pay Level 2	\$24.89	\$25.51	\$26.28
Incentive Pay Level 3	\$25.51	\$26.15	\$26.93
Incentive Pay Level 4	\$26.09	\$26.74	\$27.55
Incentive Pay Level 5	\$26.76	\$27.43	\$28.26
Legislative Clerk 3			
Start Rate	\$26.94	\$27.61	\$28.44
Incentive Pay Level 1	\$27.74	\$28.44	\$29.29
Incentive Pay Level 2	\$28.58	\$29.29	\$30.17
Incentive Pay Level 3	\$29.44	\$30.17	\$31.08
Incentive Pay Level 4	\$30.32	\$31.08	\$32.02
Incentive Pay Level 5	\$31.23	\$32.01	\$32.97
Accounts Payable & Receivable Administrator			
Start Rate	\$23.65	\$24.25	\$24.97
Incentive Pay Level 1	\$24.32	\$24.92	\$25.67
Incentive Pay Level 2	\$24.89	\$25.51	\$26.28
Incentive Pay Level 3	\$25.51	\$26.15	\$26.93
Incentive Pay Level 4	\$26.09	\$26.74	\$27.55
Incentive Pay Level 5	\$26.76	\$27.43	\$28.26

Classifications	Jan 1 2022 (2.0%)	Jan 1 2023 (2.5%)	Jan 1 2024 (3.0%)
Payroll Administrator/HR Specialist			
Start Rate	\$24.90	\$25.52	\$26.29
Incentive Pay Level 1	\$25.91	\$26.56	\$27.35
Incentive Pay Level 2	\$26.10	\$26.75	\$27.56
Incentive Pay Level 3	\$26.72	\$27.39	\$28.21
Incentive Pay Level 4	\$27.36	\$28.04	\$28.88
Incentive Pay Level 5	\$27.51	\$28.20	\$29.04
Finance Officer/Administrative Supervisor			
Start Rate	\$31.66	\$32.45	\$33.43
Incentive Pay Level 1	\$33.05	\$33.87	\$34.89
Incentive Pay Level 2	\$34.44	\$35.30	\$36.35
Incentive Pay Level 3	\$35.80	\$36.70	\$37.80
Incentive Pay Level 4	\$37.44	\$38.38	\$39.53
Incentive Pay Level 5	\$38.58	\$39.54	\$40.73

ARTICLE 24 – TRAINING AND DEVELOPMENT

The Employer maintains that its greatest resource is our employees. As such we are committed to training and educating our Employee Groups to ensure they are successful with their careers while employed with the Employer.

24.01 The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit the said amount to the I.U.O.E. Local 987 Training/Industrial Promotion Trust Fund on the following basis:

- Fifteen cents (15¢) per hour.

The Employer Employer will submit these monies to the I.U.O.E. Local 987 Training/Industrial Promotion Trust Fund, c/o Coughlin & Associates, Box 764, Winnipeg, MB R3C 2L4. Contributions will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked and at no time will the Training Trust Fund contributions be paid directly to the employee.

Employees covered under this collective agreement will have access to E-learning training provided by OETIM, reimbursement of tuition for preapproved courses required for employment with the employer and be eligible to apply for training at the International Training and Conference Centre for the term of this agreement without renewal unless mutually agreed upon by the parties.

24.02 For Office Employees, the Employer shall pay course fees upfront subject to the payment being made only once per course per full time or part-time employee. The employee will be responsible for subsequent course fees if unsuccessful at a particular level. If the employee registers for a different course the following year those registration fees will be paid upfront by the Employer.

Upon presentation of a passing grade for each course successfully completed of the University of Manitoba Continuing Education Division Manitoba Municipal Administrators Certificate Program (6 course program) the Employer will provide a bonus of two hundred (\$200) dollars per course to a maximum of two (2) courses per year. Courses in addition to those included in the University of Manitoba Continuing Education Division Manitoba Municipal Administrators Certificate Program may qualify under the provisions of Article 24.02 provided the Employer has authorized the course in advance.

24.03 When an employee (whom possesses the necessary skills and qualifications) is assigned to act temporarily in a higher rated position, the employee shall receive the minimum salary step for the higher rated position immediately. An employee shall be deemed acting if the majority of the duties and responsibilities performed justify and are compatible with the higher rated position.

24.04 Office employees and Public Works Clerks are eligible for incentive pay increments on the basis of merit. For this purpose, each employee shall be rated on job performance prior to the end of each year after one (1) year of service. Increments shall be awarded based on satisfactory work performed by the employee, during the previous year and upon approval of the immediate Out of Scope Supervisor. Increments awarded shall take place in the first pay period of the year. (The criteria for such ratings shall be shared with the employee and Union).

- (a) Each employee will be rated on job performance prior to the end of the year. These ratings will be the basis of awarding increments and of determining the employee's eligibility for promotion, along with job or aptitude test, etc. where applicable. In all cases the Employer will meet with the employee to review the performance rating.
- (b) If the employee's general rating is unsatisfactory the Employer will discuss the matter with the employee with a view of improving the employee's job performance.
- (c) Nothing shall prevent the Employer from promoting an employee to a higher incentive pay level earlier than the time lines stated above, provided the employee, in the opinion of the Employer, demonstrates all the skills necessary.
- (d) An employee promoted to a different classification shall be red circled at their current classification pay level until they achieve an incentive pay level within the new classification with a higher rate of pay. This shall not apply where employees are being reasonably accommodated.
- (e) Employees with a minimum of ten (10) years of service and exemplary performance may receive, at the Employer's discretion, a premium between two (2%) percent and ten (10%) percent above the employee's existing base wage rate. Discretionary premiums are determined at the Employer's sole discretion and are intended to reward an employee who shows exemplary performance at a particular time.

ARTICLE 25 – CONTRACTING OUT

25.01 The Employer agrees that it will continue its past practice of providing maximum employment to the employees. The Employer further agrees that it will not reduce the number of employees by contracting out. The Employer shall continue its past practice of contracting out certain work where the Employer does not own the necessary equipment or have the necessary expertise.

ARTICLE 26 – GENERAL CLAUSE

26.01 Words of any gender used in this Collective Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural.

26.02 All provisions of this Collective Agreement are subject to the applicable law now or hereafter in effect. If any statute, proclamation or regulation now existing or hereafter enacted shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence.

The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by Arbitration. In determining the wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

26.03 The Union shall be responsible for printing accurate copies of this Collective Agreement and shall provide, as requested in writing by the Employer, copies for the Employer and for the Employer to distribute to all new employees, which the Employer undertakes to do.

ARTICLE 27 – DEFINITIONS

27.01 Definitions:

- (a) “Employee”: a person who is employed on a full-time basis.
- (b) “Permanent Employee”: full-time employees hired to work year-round.
- (c) “Part-time Employee”: a person who is employed for less than full time hours on a regularly scheduled basis.
- (d) “Seasonal Employee”: an employee hired to work for a fixed period of time each year, and typically working the normal hours of work as set forth in Article 19.01 (a) or 19.01 (b). Seasonal employees shall be subject to seasonal layoff and recall as work requirement dictate.

- (e) "Permanent Part-Time Employee": an employee hired to work year round on a part-time basis, includes Transfer Station Gate Attendants.
- (f) "Casual Employee": a person who is employed from time to time for irregular, infrequent hours or as a short-term, temporary replacement. Casual employees shall not accumulate seniority pursuant to the provision of Article 15.
- (g) "Probationary Employee": an employee who is in the process of fulfilling their initial probation period specified in Article 15.01 (a).
- (h) "Summer Student Employee": a person enrolled in secondary or post-secondary schooling who is employed during the months of May, June, July and August, or a portion thereof. Summer student employees shall not accumulate seniority pursuant to Article 15.
- (i) "Term Employee": an employee hired for a specific period of time no more than one (1) year for the completion of a specific job or project. Upon mutual agreement, the parties may have the option of extending this term for an additional six (6) months. Upon the expiry of the eighteen (18) months the employer shall make the position permanent or end the term position. This does not include an employee in the bargaining unit coverage for a position vacated due to illness or injury coverage from a term employee.
- (j) "The Employer": Council as a whole, and/or the CAO and/or the Manager of Public Works and Operations.
- (k) "Repair": any activity a seasonal employee(s) is assigned to, involving the use of tools (including welding), to prevent or in response to a mechanical breakdown of municipal equipment, not including routine maintenance and/or the alteration of equipment from one season to another. Seasonal employee(s) assigned to repair municipal equipment, as outlined above, shall be paid at the appropriate operator rate.
- (l) "Routine Maintenance": but is not limited to cleaning, changing of oil, greasing of moving parts, replacement of filters, sharpening of blades, changing of tires and the installation and removal of specialized equipment. Routine maintenance of municipal equipment, as outlined

above, is the responsibility of the seasonal or full-time employee assigned to operate said municipal equipment and the performance of such duties shall be paid at the appropriate operator rate. Any seasonal employee(s) assigned to help said seasonal or full-time employee with any routine maintenance on said municipal equipment shall be paid labourer rate. (It is agreed between the parties that due to the nature of the work involved in the safe installation and removal of the wings on a grader and the safe installation and removal of truck plows for snow removal, two seasonal employees are required to perform said tasks and both shall be paid the operator rate. The changing of a blade on a grader requires only one seasonal employee at operator rate and a helper at labourer rate to perform the task safely).

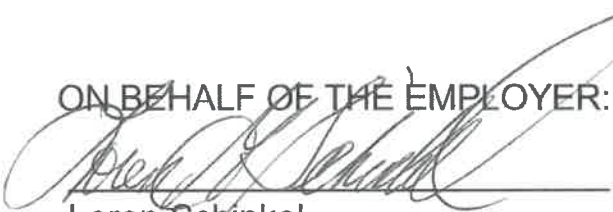
- (m) "Mechanical Breakdown": a defect that hampers the normal safe, effective and efficient operation of equipment.
- (n) "Helper": any activity a seasonal employee is assigned, to assist another employee who has been assigned the responsibility to the repair and/or maintenance of municipal equipment. Seasonal employee(s) assigned to assist employee(s) repair and/or maintain municipal equipment shall be paid labourer rate.
- (o) "Service Date": the date of hire established for the purposes of benefit entitlement.
- (p) "Seniority Date": the date an employee establishes in a particular work classification group as outlined in Article 15.03.
- (q) "Public Works": an employee working in the public works, environmental health, transfer station gate attendants, civil engineering technologist and public works clerks.

ARTICLE 28 – EFFECTIVE DATE AND DURATION OF AGREEMENT


28.01 This Collective Agreement shall remain in full force and effect from January 1st, 2022 to December 31st, 2024 and thereafter from year to year unless either party hereto, not less than thirty (30) days and not more than one hundred and twenty (120) days before the expiry date of this Collective Agreement, gives notice in writing to the other party to negotiate a revision thereof.

This Agreement shall only be retroactive as to wages for hours worked.

Signed this 6 day of April, 2022.

ON BEHALF OF THE EMPLOYER:


Loren Schinkel
Reeve



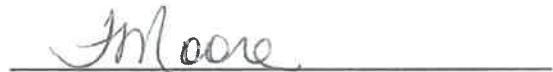
Sandra Broek
Deputy CAO



Jennifer Hoffman
Public Works Manager

ON BEHALF OF THE UNION:


Adam Morin
Business Representative



Fiona Moore
Bargaining Committee Member

