



## **COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL UNION 987**

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## **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 Municipality and the Union in accordance with the provisions of this Collective Agreement;
- (c) encourage efficiency in operation; and
- (d) secure satisfactory working conditions, hours and wages for all employee's subject to the provisions of this Collective Agreement.
- (e) maintain the existing harmonious relationship between the Municipality and the members of the Union, to promote co-operation and understanding between the Municipality and its employees;

## **ARTICLE 2 - SCOPE AND RECOGNITION**

**2.01** The Municipality 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 Number MLB 7320.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

**3.01** It is acknowledged by the Union that the Municipality 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 Municipality 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 Municipality 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 new employees shall make application to become members of the Union following the completion of a six (6) month probation period effective from the date of hire
- 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 Municipality 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 Municipality further agrees to deduct initiation fees, regular assessments and/or back dues which an employee has authorized the Municipality 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 15<sup>th</sup> 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.
- 4.04** The Union agrees to indemnify and save the Municipality 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 percent (1.5%) of gross wages. This amount shall not exceed the monthly membership dues, and the Municipality agrees to deduct and remit service fees as per Article 4.03.
- 4.06** It is agreed that Municipal 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** (a) The following shall be observed as paid Statutory Holidays:

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

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

- (b) 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 Municipality.
- (c) 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 sub clause d) below.

For permanent part-time employees who are scheduled to work on a statutory holiday they shall be paid at time and one half 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.

- (d) 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 Municipality.
- (e) The Municipality agrees to grant employees one-half (1/2) day off with pay on the regular working day before Christmas and one-half (1/2) day off with pay on the regular working day before New Year's Day, unless the Municipality determines that certain work is required to be performed on either day. Any employee required to work shall be entitled to one-half (1/2) day off with pay in lieu to be scheduled at a time to be mutually agreed between the employee and the Municipality.
- (f) Part-time employees shall be paid general holiday pay at five percent (5%) 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** Each permanent employee will be given:

- (a) Two (2) weeks vacation from the start of the second (2<sup>nd</sup>) year of service.
- (b) Three (3) weeks annual vacation, from the third (3<sup>rd</sup>) year of service up to the end of the sixth (6<sup>th</sup>) year of service.
- (c) Four (4) weeks annual vacation from the seventh (7<sup>th</sup>) year of service up to the end of the twelfth (12<sup>th</sup>) year of service.
- (d) Five (5) weeks annual vacation from the thirteenth (13<sup>th</sup>) years of service up to the end of the twentieth (20<sup>th</sup>) year of service.
- (e) Each permanent employee will be given six (6) weeks annual vacation from the twenty (20<sup>th</sup>) year of service up to the end of the twenty-fourth (24<sup>th</sup>) year of service.
- (f) Each permanent employee will be given seven (7) weeks annual vacation from the twenty-five (25<sup>th</sup>) or more years of service.

Long term seasonal employees shall have the option of having their vacation pay held back so they can accrue paid vacation time. Granting of this option is solely at the discretion of the Employer.

**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 1<sup>st</sup> of each year.

(a) Permanent Office employee who is requesting two (2) or more weeks vacation at any one time shall provide the Municipality with at least two (2) weeks prior notice as to the employee's preferred vacation period. The Municipality 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. The Chief Administrative Officer 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 Municipality with notice of the employee's preferred vacation period as follows:

i. 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 Municipality no later than May 1<sup>st</sup> unless the request is three (3) successive work days or less;

**6.06** Upon request, employees will be allowed to carry over a maximum of one (1) week (40 hours) Public Works, (35 hours) Office, of vacation into the next calendar year.

ii. Unless specifically given permission in writing, all other vacation credits must be utilized before December 31<sup>st</sup> of each calendar year.

**6.07** The Municipality 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 work place

**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 percent (4%) of gross pay for employees with less than three (3) years seniority and six percent (6%) 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.

- (a) Transfer Station Gate Attendants may provide the Municipality with written notice prior to January 1 of each year that they wish to have their vacation pay banked and paid out as per Article 6.02. The granting of Transfer Station Gate Attendants vacation requests will be at the sole discretion of the Public Works Manager.

- 6.09** New part-time employees shall receive vacation pay in the amount of four percent (4%) of gross pay in their first year of service as per Article 6.01

Part-time employees who have completed more than one year of service shall receive a prorated amount of paid vacation, based on the percentage of time worked, of the annual vacation entitlements outlined in Articles 6.01. For example, a half-time employee who is in the category of "two weeks entitlement" shall receive fifty percent (50%) of two full-time weeks (i.e.  $.5 \times 70 \text{ hours} = 35 \text{ hours}$ ).

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

### **Definitions:**

"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 or designated Council member, 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 Municipality, 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 Council 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 Municipality 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 Municipality 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 Municipality's reply at the previous Step. The time limits stated in Articles 7.02 and 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 (1/2) 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 Municipality to interview employees and such interviews shall be:

(a) carried on in a place designated by the Municipality; 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 Municipality'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 Municipality in writing of the election or appointment of a Shop Steward.

**8.04** The Municipality agrees to recognize the Shop Stewards for the purpose of assisting employees within their exclusive jurisdiction with a grievance.

**8.05** The Municipality 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 Municipality 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 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 Municipality, 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 Municipality 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 Municipality. The said time off shall not exceed seven (7) days per annum. To obtain such time off the employee must give the Municipality fourteen (14) days notice in writing. Any employee who acts within the scope of this paragraph shall not lose her 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 Municipality 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.

## **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 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 Municipality 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 Municipality 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 Municipality for grinding, welding and other such work.
- (b) Hip waders shall be supplied by the Municipality when required.
- (c) All Welders shall receive goggles, gloves, welding helmet.
- (d) The Municipality shall provide seven (7) shirts and pants, seven (7) coveralls, or a combination of both totalling 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 Municipality agrees to have in stock coveralls for use by each employee for intermittent recall purposes and cover laundering costs. All coveralls owned by the Municipality shall remain in the custody of the Municipality 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 Municipality 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 Municipality 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 of one hundred and seventy-five dollars (\$175.00) to cover the cost of purchasing appropriate work boots.

**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) An employee shall not be disciplined if the employee chooses not to attend work, based on a reasonable belief that road conditions due to inclement weather makes it unsafe to travel to work on a normal work day, and the employee immediately telephones to advise the Municipality prior to the beginning of the work.
- b) 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 Municipality 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 Municipality.
  - i) within a reasonable time, if the road is opened three (3) hours or more before the end of the normal work day; or
  - ii) the Municipality provides transportation to and from the employee's residence.
- c) If (a) or (b) 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 Municipality 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 Municipality, 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 Municipality 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 Municipality is accepted by the Municipality on return of broken or worn tools.

## **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 Municipality.

Public Works - Wages shall be paid bi-weekly, by direct deposit, and payment shall take place normally on Wednesdays but no later than Fridays.

- 14.02** The Municipality shall provide to all employees a separate slip 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 Municipality 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) An employee's seniority shall be established on completion of a six (6) month 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 Council and the Union. Casual employees shall not have seniority

**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 hours (1,800) 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 Municipality recalls employees, the most senior qualified employee on the recall list shall be recalled first. Subject to Article 15.05, the Municipality 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 Municipality 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 Municipality.

- (b) There shall be six (6) separate seniority lists for
  - (i) Permanent employees – Public Works
  - (ii) Seasonal employees – Public Works
  - (iii) Transfer Station Gate Attendants – Environmental Health
  - (iv) Civil Engineering Technologist – Public Works
  - (v) Weigh Scale Operator – Environmental Health
  - (vi) Clerks - Office
    - a. Permanent
    - b. Part-time

Years of Service used for the calculation of benefit entitlement including vacation entitlement shall include all time spent in any of the above lists since date of hire.

For the purpose of vacancies, layoff and recall, the **six** 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.

- 15.05** When the Municipality determines that there is a vacancy in the Office or a promotion available within the bargaining unit, the Municipality shall post a notice of same, for seven (7) days, on the bulletin board of the Municipal Office to allow employees the opportunity to apply for said vacancy or promotion. The Municipality 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 Municipality shall fill such vacancy or promotion in any manner it deems appropriate.
- 15.06** In the event of a vacancy in Public Works, seniority shall be the governing factor in filling the vacancy provided that the senior employee has the necessary knowledge, skill, ability, reliability and fitness for the position. The Municipality is not required to provide training or a familiarization period.
- 15.07** If an employee is found to be unsuited to the new job and cannot adapt, the Municipality may, within twenty (20) working days of the employee assuming the new job, revert the employee to their former position. The employee may choose to revert to their former position within the same twenty (20) working days. In such cases, the Municipality shall fill the vacancy in accordance with 15.05.
- 15.08** Seniority shall be considered broken and service terminated if:



- (a) an employee resigns;
- (b) an employee is discharged by the Municipality and not reinstated through the Grievance and Arbitration procedure of this Collective Agreement;
- (c) an employee has been laid off continuously for twelve (12) months;
- (d) an employee fails to return to work on recall within five (5) calendar days of a registered letter being sent to last known address;
- (e) an employee is absent from work without authorization for more than three (3) working days unless a reason satisfactory to the Municipality is given;
- (f) an employee fails to return to work on the day specified in accordance with an approved leave of absence unless a reason satisfactory to the Municipality 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.

**15.09** In January of each year, the Municipality shall post seniority lists, to be updated in subsequent Januaries, and 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 mid point in the morning and a fifteen (15) minute rest break at the approximate mid point 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 Municipality.

**16.03** The Municipality shall supply heated, flush or chemical toilets and wash-up facilities, and shall supply hand cleaners at the Municipality's garage.

**16.04** The Municipality 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

Municipality. The said time off shall not exceed seven (7) days per annum. To obtain such time off the employee must give the Municipality fourteen (14) days notice in writing. Any employee who acts within the scope of this paragraph shall not lose his job or be discriminated against for so acting.

- 16.05** All employees must possess and maintain a Class 5 driver's license. The Municipality 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 the Municipality shall be at the Municipality's expense.
- 16.06** All permanent staff and operators of Tractor Trailer – Semi and Belly Dump/Low Bed require annual proof of a valid Class 1 Drivers Licence, with air brake and slack adjuster endorsements.
- 16.07** All operators of equipment (excluding tractor mower/packer, skid steer, lawn mower) shall require a valid Class 3 Drivers License, with air brake and slack adjuster endorsements.
- 16.08** As per the Municipality's Drivers License Policy, all classifications require annual proof of a valid Drivers License. The Municipality will continue its practice of assisting employees in driver's licence upgrades at no cost to the employee up to a maximum of two (2) written and/or road tests.
- 16.09** As per the Municipality's Drivers License Policy Employees must immediately inform the Public Works Manager or designate of any changes to the employee's driver's licence.

## **ARTICLE 17 - TERMINATION AND DISCIPLINE**

- 17.01** When an employee is disciplined in writing or terminated, the Municipality 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 Municipality 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 Municipality 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 Municipality the same notice as set forth under Articles 17.02 or 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 work day 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 Municipality's agent shall gather the injured employee's belongings and place them in the Shop or office, whichever is applicable. The Municipality 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) For permanent and seasonal employees, eight (8) hours shall constitute a normal day's work and forty (40) hours a normal week's work. Work shall normally take place on either Monday through Friday or Tuesday through Saturday, between the hours of 7:30 a.m. and 4:00 p.m., which includes a one-half (1/2) hour unpaid lunch break. However, it is recognized that in order to maintain operations of the Municipality, certain employees may be required to begin work earlier or later than 7:30 a.m. The Municipality agrees to act reasonably in this regard.

The Municipality agrees that work will only be scheduled on a Tuesday through Saturday when deemed necessary to achieve maximum efficiencies.

- (b) Except for those employees engaged in snow clearing operations or the bin hauling operations, the hours of work for the period of a weekly shift shall be constant unless impractical to do so.

- (c) Rearrangement of work shifts for the purpose of snow removal and bin hauling may be required from time to time. Whenever possible eight (8) hours of notice shall precede such shift rearrangement. However, when the break period between “overtime work” and the next regular shift is less than eight (8) hours, the Municipality 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 his/her full salary for the shift.
- (d) Transfer Station Gate Attendants will routinely be scheduled to work on Saturdays and Sundays given the nature of their duties. Therefore, it is agreed that the maximum hours of work shall be forty (40) hours per week and twelve (12) hours per day, and any hours worked beyond those amounts shall be paid at time and one half (1 ½). However, the Municipality agrees that it will make every effort to schedule Gate Attendant employees for not more than ten (10) hours per day and will not normally schedule employees for shifts of twelve (12) hours except with the employee’s consent.

**19.01.1**      Condensed Work Week – The Municipality may utilize a condensed work week during the period May 1 to October 31 of each year. Such work shall be performed as follows:

- (a) The Municipality 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, 7 a.m. to 5:00 p.m. with as twenty (20) minute paid lunch break on the following days:
  - (i) Monday through Thursday; and/or
  - (ii) Tuesday through Friday.
  - (iii) Other-As per Article 18.01 (b) & (c).
- (c) A condensed work week schedule shall be posted in the public works department identifying which shift [18.01-1 (b) (i) or (ii)] employees shall be assigned for the season.
- (d) 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 Municipality.

- (e) Should Municipal operations require a change to one or more condensed work week schedule(s) identified in 18.01.1 (c), said change(s) shall be made in reverse order of seniority provided the affected employee(s) is qualified to perform the work required.
- (f) In the case of a condensed work week, ten (10) hours per day shall be the recognized daily hours for the purpose of overtime.
- (g) 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.
- (h) The Municipality may extend the condensed work week up to November 15, upon written notification to the Union and the affected employees of not less than two (2) weeks prior to October 31.
- (i) The following classifications shall be excluded from the condensed work week: Transfer Station Gate Attendants, Public Works Clerk.

#### **19.02 Premium Rates**

##### **For Permanent and Season 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 (1 1/2);
- (c) All time worked on Sunday shall be paid at the rate of double (2) time.
- (d) 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 (2) 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.

**19.03** Overtime shall be distributed equally among employees who normally perform the required work. However, in order to maintain continuity and efficiency, the Municipality 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.

**19.04** For permanent and seasonal employees:

- (a) The Municipality 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 Municipality 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 1 through October 31 of each year).

**19.05** 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.

**19.06**

- (a) When an employee works overtime, he 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.

**19.07** Where scheduled overtime work in conjunction with a normal work day 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 (3<sup>rd</sup>) hour. Where unscheduled overtime work in conjunction with a normal work day exceeds three (3) hours, the Municipality shall provide a ten (10) dollar meal allowance and the employee shall be entitled to a paid twenty (20) minute meal break.

**19.08** Once a shift has started a in any one day, a more senior employee cannot exercise seniority privileges to change assignments. However, should the senior employees' equipment remain unavailable the following day, then seniority shall be followed in the assigning of work prior to the commencement of work on that day.

**Office**

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

**19.10** Lunch Break

Each employee shall be entitled to a one (1) hour unpaid meal break at midday.

**19.11** Rest Period

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

**19.12** Overtime

If employees work more than the recognized daily hours as stated in 18.01 above, they shall be paid for at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay.

**19.13** All hours worked on Saturdays shall be paid at the rate of one and one-half (1 1/2) times the employee's regular straight time rate of pay.

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

**19.15** The Municipality 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.

**19.16** 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.

**19.17**

- a) When a full-time employee works overtime, she 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 30<sup>th</sup>, then payment shall be made prior to December 31<sup>st</sup> 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 his/her own vehicle, the Municipality 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 Municipality 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 Municipality shall pay all meal allowances consistent with the applicable Council Indemnity Bylaw for meals;
  - (c) The Municipality 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 full time or part-time employee required to use her personal vehicle to perform mail pick-up and drop-off or banking on behalf of the Municipality shall be entitled to one-half (1/2) hour off with pay to be used at the end of the day in lieu of reimbursement of travel expenses as per Article 19.01. In case of meal pick-up and/or other Municipal business, employees will be reimbursed in accordance with Article 19.01 (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, transfer station and seasonal employees the Municipality agrees to provide the Operating Engineers Local 987 Health and Welfare



Plan (**Division 1**) on a 50/50 cost-shared for employees in the bargaining unit.

- (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 17 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 Municipality may enrol persons who are outside the scope of the bargaining unit in the Operating Engineers Health and Welfare Plan.

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

- (a) they pay the full cost of coverage; and
- (b) they make the necessary arrangements with the Municipality for submission of these monies in accordance with the terms of the said Health and Welfare Plan.

#### Sick Leave

**21.04** (a) For permanent employee's 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 percent (5%) 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 Municipality 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** Notwithstanding Article 21.08, 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.
- 21.07** The Municipality shall inform an employee once per year, in writing, of the amount of sick leave to her credit.
- 21.08** Leave of absence for reasons other than medical or injury shall not entitle an employee to use his sick leave benefits. Maternity or Parental Leave shall not qualify as medical reason or injury.
- 21.09** 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.
- 21.10** Sick leave is not to be accumulated or deducted when an employee is receiving Workers Compensation.
- 21.11** (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 Municipality.  
  
(b) Abuse of sick leave shall result in disciplinary action.
- 21.12** An employee shall be allowed to utilize a maximum of three (3) days per year of accumulated sick leave credits for the purpose of providing care for his or her spouse, child who is ill, including child of a registered common-law spouse, parents and parent's in-law and grandchildren.
- 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

- 21.01** 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 Municipality.
- 21.02** 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 Municipality, effective January 1, 1989, subject to the eligibility requirements of those plans.

### Medical Examination

- 21.03** Where employees are required to have a Class 1 or Class 3 driver's license, the Municipality will pay for the physical examination and medical certificate as required with a medical practitioner and upon the employee producing a medical certificate he/she will be reimbursed for actual time spent taking the physical examination.
- 21.04** Where the Municipality has reasonable grounds to believe that an employee is not physically capable of performing the duties normally assigned to him, the Municipality may require the employee to take a physical examination with a physician chosen by the Municipality.
- 21.05** Whenever possible employees shall endeavour 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 Municipality 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 - WAGE RATES AND CLASSIFICATIONS

1.3%                      1.5%                      1.7%

**23.01****Classifications****Jan. 1, 2017   Jan.1, 2018   Jan 1, 2019****Licensed Heavy Duty  
Mechanic/Welder****\$30.45****\$30.91****\$31.44****Heavy Duty Mechanic  
Apprentice****Level 1****\$18.87****\$18.55****\$18.86****Level 2****\$21.32****\$21.64****\$22.01****Level 3****\$22.84****\$23.81****\$23.58****Level 4****\$25.88****\$26.27****\$26.72****Wastewater Operator Level 1  
(Certified)****\$26.67****\$27.07****\$27.53****Civil Engineer Technologist****Year 1****\$22.00****\$22.33****\$22.71****Year 2****\$23.00****\$23.25****\$23.75****Year 3****\$24.00****\$24.36****\$24.77****Permanent CET****\$26.00****\$26.39****\$26.84****Foreman****\$26.21****\$26.60****\$27.05****Acting Foreman****\$25.40****\$25.78****\$26.22****Weigh Scale Operator****\$25.40****\$25.78****\$26.22****Lead hand****\$24.30****\$24.66****\$25.08****Operator IV  
Excavator Hoe  
Grader****\$23.37****\$23.72****\$24.12**

**NOTE: Permanent Employees shall be paid in accordance with the piece of equipment they are operating but no lower than the Equipment Operator II rate of pay.**

**Operator III  
Tractor Trailer – Semi  
Belly Dump/Low Bed****\$22.60****\$22.94****\$23.33**

<b>Operator II</b>	<b>\$22.45</b>	<b>\$22.79</b>	<b>\$23.18</b>
<b>Loader</b>			
<b>Cat D3</b>			
<b>Tandem Truck</b>			
<b>Tractor/Pull behind Mower</b>			

<b>Public Works Clerk</b>			
<b>1 year of service</b>	<b>\$20.25</b>	<b>\$20.55</b>	<b>\$20.90</b>
<b>2 years of service</b>	<b>\$20.80</b>	<b>\$21.11</b>	<b>\$21.47</b>
<b>3 years of service</b>	<b>\$21.35</b>	<b>\$21.67</b>	<b>\$22.04</b>
<b>4 years of service</b>	<b>\$21.90</b>	<b>\$22.23</b>	<b>\$22.61</b>
<b>5 years of service</b>	<b>\$22.47</b>	<b>\$22.81</b>	<b>\$23.20</b>

<b>Operator I</b>	<b>\$20.39</b>	<b>\$20.70</b>	<b>\$21.05</b>
<b>Tractor, grass cutter,</b>			
<b>Skid steer, Zero turn Mowers</b>			

<b>Other</b>			
<b>Labourer</b>	<b>\$17.69</b>	<b>\$17.96</b>	<b>\$18.27</b>
<b>Transfer Station Attendant</b>		<b>SAME AS LABOURER RATES</b>	

**23.02** Seasonal, casual, and summer student employees shall be paid in accordance with the classification of work which they are performing.

**23.03** When a Class 3 driver's license is required for the operation of a vehicle, the Operator II rate of pay shall be applicable.

**23.04**

<b>Office Support Clerk</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Start Rate</b>	<b>18.59</b>	<b>18.87</b>	<b>19.19</b>
<b>After 1 year service</b>	<b>19.14</b>	<b>19.43</b>	<b>19.76</b>
<b>After 2 years' service</b>	<b>19.69</b>	<b>19.99</b>	<b>2.033</b>
<b>After 3 years' service</b>	<b>20.25</b>	<b>20.55</b>	<b>20.90</b>
<b>After 4 years' service</b>	<b>20.80</b>	<b>21.11</b>	<b>21.47</b>
<b>After 10 years' service</b>	<b>21.40</b>	<b>21.71</b>	<b>22.07</b>

<b>Receivable/Payable Administrator</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Start Rate</b>	<b>21.35</b>	<b>21.67</b>	<b>22.04</b>
<b>After 1 year service</b>	<b>21.91</b>	<b>22.28</b>	<b>22.66</b>
<b>After 2 years' service</b>	<b>22.46</b>	<b>22.80</b>	<b>23.19</b>
<b>After 3 years' service</b>	<b>23.02</b>	<b>23.37</b>	<b>23.77</b>
<b>After 4 years' service</b>	<b>23.56</b>	<b>23.91</b>	<b>24.32</b>
<b>After 10 years' service</b>	<b>24.16</b>	<b>24.51</b>	<b>24.92</b>

<b>Payroll &amp; Benefits Administrator</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Start Rate</b>	<b>22.46</b>	<b>22.80</b>	<b>23.19</b>
<b>After 1 year service</b>	<b>23.02</b>	<b>23.37</b>	<b>24.13</b>
<b>After 2 years' service</b>	<b>23.56</b>	<b>23.91</b>	<b>24.32</b>
<b>After 3 years' service</b>	<b>24.12</b>	<b>24.48</b>	<b>24.90</b>
<b>After 4 years' service</b>	<b>24.68</b>	<b>25.05</b>	<b>25.48</b>
<b>After 10 years' service</b>	<b>25.28</b>	<b>25.65</b>	<b>26.08</b>

<b>Assistant Administrator</b>	<b>Jan. 1, 2017</b>	<b>Jan. 1, 2018</b>	<b>Jan. 1, 2019</b>
<b>Start Rate</b>	<b>25.47</b>	<b>25.85</b>	<b>26.29</b>
<b>After 1 year service</b>	<b>26.58</b>	<b>26.98</b>	<b>27.44</b>
<b>After 2 years' service</b>	<b>27.69</b>	<b>28.11</b>	<b>28.59</b>
<b>After 3 years' service</b>	<b>28.79</b>	<b>29.22</b>	<b>29.72</b>
<b>After 4 years' service</b>	<b>30.11</b>	<b>30.56</b>	<b>31.08</b>
<b>After 5 years' service</b>	<b>31.01</b>	<b>31.48</b>	<b>32.02</b>

- 23.05** The Municipality 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 Municipality.

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 Municipality 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 22.02 provided the Employer has authorized the course in advance.

- 23.06** An employee performing the duties of a higher classification shall be paid the higher rate of pay for the time spent working in the higher classification.

## **ARTICLE 24 - CONTRACTING OUT**

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

## **ARTICLE 25 - GENERAL CLAUSE**

- 25.01** 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.

- 25.02** 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.

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

## **ARTICLE 26 – DEFINITIONS**

- 26.01** Definitions

- a) **“Employee”** means a person who is employed on a full-time basis.
- b) **“Permanent employee”** means full-time employees hired to work year-round.
- c) **“Part-time employee”** means a person who is employed for less than full time hours on a regularly scheduled basis.
- d) **“Seasonal Employee”** means 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 18.01 (a) or 18.01.1. Seasonal employees shall be subject to seasonal layoff and recall as work requirement dictate.
- e) **“Permanent part-time employee”** means an employee hired to work year-round on a part-time basis, includes Transfer Station Gate Attendants.
- f) **“Casual employee”** means 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”** means an employee who is in the process of fulfilling their initial probation period specified in Article 14.04.
- h) **“Summer student employee”** means 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. The Municipality reserves the right to waive the requirement under Article 15.05. All summer student employees must submit a letter of resignation on or before August 31<sup>st</sup> of each year.
- i) **“Term Employee”** means 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 Municipality”** means Council as a whole, and/or the CAO and/or the Manager of Public Works and Operations.
- k) **“Repair”** means 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”** means 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”** means a defect that hampers the normal safe, effective and efficient operation of equipment.
- n) **“Helper”** means 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”** means the date of hire established for the purposes of benefit entitlement.
- p) **“Seniority Date”** means the date an employee establishes in a particular work classification group as outlined in Article 15.03.
- q) **“Public Works”** means an employee working in the public works, environmental health, transfer station gate attendants, civil engineering technologist and weight scale operator departments.

**ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

**27.01** This Collective Agreement shall remain in full force and effect from January 1, **2017** to December 31, **2019** unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new collective agreement is given by either party to the other not less than thirty (30) days prior to the expiry date of this Collective Agreement or the expiry date of any extended term thereof, and on receipt of such written notice, both parties shall make a sincere effort to arrive at an understanding prior to the anniversary date. During the period of such negotiations, this Collective Agreement shall remain in full force and effect.

SIGNED THIS 17 DAY OF January, 2019

RURAL MUNICIPALITY  
OF LAC DU BONNET

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 987

Per: \_\_\_\_\_  
Cameron Bell, CAO

Per:  \_\_\_\_\_  
Suzanne Ducharme, Union Rep.

**LETTER OF UNDERSTANDING #1**

Between: The International Union of Operating Engineers, Local 987  
and: Rural Municipality of Lac Du Bonnet (office staff)

IT IS AGREED between the parties that the current office staff employed as of January 1, 2017 shall maintain their current wages including any premiums previously agreed to.

In acceptance of the foregoing, the parties hereto have affixed their signatures this 17 day of January, **2019**.

RURAL MUNICIPALITY  
OF LAC DU BONNET

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 987

Per: \_\_\_\_\_  
Cameron Bell, CAO

Per:  \_\_\_\_\_  
Suzanne Ducharme, Union Rep

## Letter of Agreement

Between: Rural Municipality of Lac Du Bonnet  
(Hereinafter referred to as the "Employer")

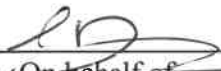
And: International Union of Operating Engineers, Local 987  
(Hereinafter referred to as the "Union")

### Re: Mr. Les Burnell – Vacation Coverage

The following is on a without prejudice or precedent basis. The Union and the Employer agree that Mr. Les Burnell shall be provided first right of refusal to provide coverage **only** for other Transfer Station Gate Attendants who have booked off vacation with pay in accordance with Article 6.04 of the current collective agreement to a maximum of forty-five (45) hours. Once Mr. Les Burnell has reached forty-five (45) hours of vacation coverage any additional coverage shall be as per seniority of the Transfer Station Gate Attendants. This collective agreement shall expire once Mr. Burnell's employment at the 214 transfer station is terminated.

In acceptance of the foregoing, the parties hereto have affixed their signatures this 17 day of January, 2019.

Per: \_\_\_\_\_  
On behalf of  
Rural Municipality of  
Lac Du Bonnet

Per:  \_\_\_\_\_  
On behalf of  
International Union of  
Operating Engineers,  
Local 987