

COLLECTIVE AGREEMENT

BETWEEN

CUPE / *Canadian Union
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 745**

AND

**THE MUNICIPAL CORPORATION OF
THE TOWN OF THE PAS**

TERM OF AGREEMENT

JANUARY 1, 2017 – DECEMBER 31, 2020

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THIS AGREEMENT made this 10th day of October 2017.

BETWEEN:

THE MUNICIPAL CORPORATION OF THE TOWN OF THE PAS,
MANITOBA
hereinafter called "The Town"

Party of the first part

AND

THE TOWN OF THE PAS EMPLOYEES LOCAL UNION NO. 745,
CANADIAN UNION OF PUBLIC EMPLOYEES,
hereinafter called "The Union",

Party of the second part.

PREAMBLE

In becoming parties to this Agreement, the signatories recognize their mutual interest in the operation of the Town services under methods and conditions that will promote to the fullest extent, safety to the employee, economy of operation, quality and quantity of service, and protection of property.

It is further recognized that these conditions can best be promoted by maintaining a harmonious relationship between the Town and its employees and by affecting an amicable settlement of any disputes which might arise, and finally that it shall be the duty of the Town and employees alike to cooperate fully, individually and collectively, for the advancement of public service.

ARTICLE 1 – DURATION OF AGREEMENT

1.01 This Agreement shall remain in full force and effect from January 1, 2017 to December 31, 2020 and thereafter from year to year unless either party hereto not less than thirty (30) calendar days and not more than ninety (90) calendar days before the expiry date of this Agreement, gives notice in writing to the other party to terminate said agreement or to negotiate a revision thereof.

- 1.02 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement. Said changes shall form part of this Collective Agreement.

ARTICLE 2 – RECOGNITION

- 2.01 In accordance with the certification granted by the Manitoba Labour Board, Certificates Nos. MLB 725, 2592 and 3054, under the date of the 8th of January 1959, the Town recognizes the Canadian Union of Public Employees, Local 745, as the Collective Bargaining Agent for all classifications except those excluded by any Act of the Legislature and those positions that the parties may, from time to time, agree on as being excluded from the Collective Agreement.
- 2.02 The duly appointed Bargaining Committee of the Union is recognized by the Town as the bargaining agency on behalf of the Union.
- 2.03 The Union acknowledges that it is the right of the Town to manage the affairs of the Town and direct the working force subject to the terms of this Agreement.
- 2.04 No employee shall be permitted to make any verbal or written agreement with the Town which may conflict with the terms of this Agreement.
- 2.05 **Labour Management Advisory Committee**
- a. An Advisory Committee will be set up consisting of a total of not more than three (3) Union members whose duties it shall be to meet, at a mutually agreeable time, with three (3) representatives from management of The Town of The Pas, to discuss working conditions, seniority, upgrading and any other matters that might promote a more harmonious relationship. It is mutually agreed between the Town and the Union to give support to these Committees.
 - b. Whenever the Advisory Committee requests, a representative from Town Council, or a specific Union Representative, shall be present at the meeting.

- 2.06 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency for purposes of instruction, confidentiality and/or whenever regular employees are not available.
- 2.07 a. All correspondence between the Parties arising out of this Agreement or incidental thereto, shall pass to and from the Town's designate and the Local Union Secretary.
- b. A copy of any correspondence between the Town and any employee in the bargaining unit pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Union.
- c. The Union shall notify the Town of all representatives authorized to represent the Union.

ARTICLE 3 – INTERPRETATION & DEFINITIONS

- 3.01 There shall be no discrimination by either the Town or the Union as stated in The Manitoba Human Rights Act.
- 3.02 In interpreting this Agreement or any provisions thereof, it is agreed that the fundamental consideration shall be the harmonious relationship, which must prevail between the Town and its employees rather than strict legal interpretations or definitions, always keeping in mind that the Town is a non-profit organization operated with public funds.
- 3.03 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine, or masculine has been used where the context of the party requires.
- 3.04 Department, where referred to in this Agreement, shall mean those departments as identified in Article 6, Hours of Work.
- 3.05 Anniversary date shall be the date an employee last commenced continuous service.

Definition of Employees:

- 3.06 Full-time employee – An employee who regularly works the hours specified in Article 6.
- 3.07 Part-time employee – A part-time employee is one who is regularly scheduled to work less than full-time hours as specified in Article 6. Part-time employees shall be offered any additional hours as required within the department.
- 3.08 Permanent employee – is an employee who has successfully completed their probationary period in a permanent position.
- 3.09 Term employee – A term employee is one who is employed for a specific time period or until completion of a particular project for a maximum duration of six (6) months, but no less than forty-five (45) calendar days, except in the case of replacement for maternity/parental leaves of one-year duration. Term employees may be extended by mutual agreement between the Parties. No request shall be unreasonably denied by the Union.

The Town shall not hire term employees to fill full-time positions that have been vacated by any means other than an employee being off, on sick leave, holidays, maternity leave, or other leaves of absence.

- 3.10 Student Labourer – An employee of the Town who is hired for limited term work during the months of April to September and is not hired to replace any work done by permanent, part-time, or term employees.
- 3.11 Casual employee is an employee who is hired to replace an absent employee, or who is called in to supplement staff coverage for emergent or unforeseen circumstances. Casual employees shall not be employed to fill an absence of more than **forty-five (45)** calendar days at a time.

Casual employees shall be hired by department or be classification specific and will be called to work on a rotational basis in the department. An extension of the original assignment shall not trigger the requirement to rotate the above call in rotation.

A casual employee who has not worked for over one hundred and eighty (180) calendar days, may be removed from the casual list.

3.12 Probationary Period

- a. Newly hired full time and part-time employees shall be on probation for one hundred and twenty (120) calendar days from the date of hiring. Probationary employees shall be given an evaluation no later than their first sixty (60) calendar days.
- b. **The probationary period for RCMP clerks will be 120 calendar days upon successful completion of the required mandatory training for the position (CPIC - Canadian Police Information Centre and PROS)**

ARTICLE 4 – DUES CHECK OFF & UNION SECURITY

- 4.01
 - a. The Town shall deduct from every employee covered by this Agreement, any dues levied by the Union on its members.
 - b.
 - i) Deductions shall be made each month and shall be forwarded to the Secretary-Treasurer of the Union, accompanied by a list of employees who were paid in the pay periods, their hours worked, current earnings and current dues deducted.
 - ii) Every three (3) months, a listing of the employees along with their classification, address and phone number, will be sent to the Local Union.
 - c. At the same time that Income Tax (T-4) slips are made available, the Town shall type on the amount of Union dues paid by each Union member in the previous year.
- 4.02 All employees within the bargaining unit, as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees contained within the bargaining unit, shall, as a condition of the continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment.

4.03 Copies of all resolutions and policies adopted by the Town which affect this Agreement are to be forwarded to (1) the Union and (2) posted on all bulletin boards.

4.04 Notification to Employee and Union

The Union shall be notified in writing of all hiring, layoffs, recalls, permanent classification changes and terminations of employment within seven (7) calendar days of occurrence or notification of same.

ARTICLE 5 – RATES OF PAY

5.01 No employee will receive less than he is receiving at present due to settling of new salary schedules.

5.02 The Town agrees to pay the rates of pay in accordance with the wage schedule attached hereto and forming part of this Agreement.

5.03 All wages proposed under this Agreement are to be retroactive to or effective the first date specified in Article 1.01 except the market rate adjustment which shall be effective the day the agreement is ratified. Retroactive wages shall be issued by separate cheque and paid within **forty-five** (45) calendar days of ratification.

5.04 All pay periods are biweekly.

5.05 Long Service Pay

Employees shall receive long service pay of twenty cents (20¢) per hour commencing their sixth (6th) year of service (employee's anniversary dates). An additional **twenty-five** (25¢) cents per hour commencing the eleventh (11th) year of service and an additional **twenty-five** (25¢) cents per hour commencing their sixteenth (16th) year of service. This long service pay shall not be received by any employee hired after the date of signing of this Collective Agreement in 1996.

5.06 Temporary Assignment

Regular employees shall be eligible to be reassigned prior to casual employees being called into the department.

- a. Employees temporarily assigned to a higher rated classification shall be paid the applicable wage rate for **all hours worked in the higher classification for any one (1) day.**
- b. Employees temporarily assigned to a lower rated classification shall continue to receive the rate of pay of the former higher paid position
- c. Employees temporarily assigned to assume the majority of the duties for an out-of-scope position shall be paid eighty percent (80%) of the supervisor's hourly rate during the assignment.

ARTICLE 6 – HOURS OF WORK

6.01 In the event of any employee reporting for work in any day and being sent home, he shall be paid for a minimum of three (3) hours at his standard rate of pay.

6.02 Shift and/or Work Schedules

The hours and days of work of all employees shall be posted in an appropriate place at least two (2) weeks in advance. The Town shall, after agreement with the Union, set forth the working schedule of each component, in which case five (5) calendar days advance notice must be given to affected employees and the Union. Should an employee's schedule be changed by the Town without five (5) calendar day's notice, he shall receive payment at the applicable overtime rate for all such hours worked. There shall be no split shifts.

6.03 Shift Exchanges

- a. Shift exchanges between two (2) employees shall be allowed, provided that:
 - i) there is mutual agreement between the two (2) employees;

- ii) the shifts to be exchanged are within fourteen (14) calendar days;
 - iii) the employees affected are qualified to do the work required;
 - iv) and shift exchanges must be approved by the immediate supervisor prior to the exchange occurring.
- b. Employees on a shift exchange shall be paid the applicable wage rate for the classification worked.
 - c. Overtime shall not be paid as a result of employee-requested shift exchanges.

6.04 Part-time employees shall be eligible to pick up additional hours prior to casual employees being called.

Part-time employees shall be offered additional hours in their department, in order of seniority, providing they are qualified to perform the work available.

The part-time employee must be available to cover the entire available shift offered. There shall be no splitting of shifts to cover the additional hours.

Shift and Work Schedules

a. Part time schedules will be determined by the following:

Part time shifts will be shared among part time employees. Preference will be given in order of seniority to a maximum of twenty-five (25) hours with the exception of holiday coverage.

Preference will be given to the employee who is able to cover the required shift and qualified to perform the work available.

Part time Call ins and Coverage

b. Preference will be given to the part time employee that holds the most seniority. That is, call ins will be in the order of seniority.

Part time call ins and coverage will be based on departmental programming needs and will be paid at the regular rate for hours worked unless the employee is in an overtime position.

Call ins for part time staff will be based on urgency of the required shift coverage. The shift will be awarded on the first affirmative only in emergent cases.

6.05 ENGINEERING DEPARTMENT

a. The Public Works Component

The regular work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods. The hours of work shall be:

8:00 a.m. – 12:00 p.m. 1:00 p.m. – 5:00 p.m.

Effective **June 1st**, to the first Tuesday following the September general holiday, summer hours of work shall be 7:00 a.m. to 3:30 p.m., with a thirty (30) minute unpaid lunch break, and two (2) fifteen (15) minute paid rest periods during the shift.

b. Water Treatment Plant Component

i) The regular work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods. The hours of work shall be:

8:00 a.m. – 12:00 p.m. 1:00 p.m. – 5:00 p.m.

Effective **June 1st**, to the first Tuesday following the September general holiday, summer hours of work shall be 7:00 a.m. to 3:30 p.m., with a thirty (30) minute unpaid lunch break, and two (2) fifteen (15) minute paid rest periods during the shift.

Seniority in the Water Treatment Plant will govern the choice of shifts (days off).

Chief Plant Operator (work)	Mon - Fri	(off)	Sat - Sun
Operator (work)	Mon - Fri	(off)	Sat - Sun

c. Waste Disposal Component

The hours of work for the Waste Disposal site shall be from 9:00 a.m. to 1:00 p.m., and 2:00 p.m. to 6:00 p.m. with a one (1) hour unpaid lunch break from November to April. During the months of May to October the hours of work shall be 11:00 a.m. to 3:00 p.m. and 4:00 p.m. to 8:00 p.m. with a one (1) hour unpaid lunch break.

Two (2) fifteen (15) minute paid rest periods shall be scheduled during each shift.

d. Engineering Administration Component

i) Clerical Engineering

The regular work day shall not commence before 8:30 a.m. nor finish later than 4:30 p.m. No seven (7) hour shift shall be spread over a period longer than eight (8) hours with a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods.

ii) Non- Clerical Engineering

The regular work day shall not commence before 8:00 a.m. nor finish later than 4:30 p.m. No eight (8) hour shift shall be spread over a period longer than eight and one half (8½) hours with thirty (30) minute unpaid lunch break and two (2) fifteen (15) minute paid rest periods.

6.06 KELSEY RECREATION DEPARTMENT

Hours of Work

The definition of a work week is Saturday through Friday for any part time or casual employees.

a. Wellness Centre Component

Full-time employees at the Wellness Centre shall work Monday to Friday with a forty (40) hour work week of eight (8) hours per day.

Part-time employees shall be scheduled to work no more than eight (8) hours a day or forty (40) hours a week with a maximum of five (5) days per week.

i) Facility Monitors

The hours of work for full-time facility monitors shall be from 5:45 a.m. to 2:15 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) unpaid thirty (30) minute lunch break for the first shift of the day.

The second shift of the day shall be from 1:45 p.m. to 10:15 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) unpaid thirty (30) minute rest period for the second shift of the day.

ii) Front Desk Attendants

The hours of work for full-time front desk attendants shall be from 6:00 a.m. to 2:00 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) paid twenty (20) minute lunch break for the first shift of the day.

The second shift of the day shall be from 2:00 p.m. to 10:00 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) paid twenty (20) minute lunch break for the second shift of the day.

iii) Cleaners

The hours of work for full-time facility cleaning employees shall be from 7:00 a.m. to 3:00 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) paid twenty (20) minute lunch break for the first shift of the day.

The second shift of the day shall be from 3:00 p.m. to 11:00 p.m. with two (2) paid fifteen (15) minute rest periods and one (1) paid twenty (20) minute lunch break for the second shift of the day.

b. Winton Pool Component

The normal work week for full-time Winton Pool employees shall be a minimum of seven (7) hour day, five (5) consecutive days/week, a maximum of eight (8) hour/day, five (5) consecutive days/week. The time period of a shift shall be within the hours of 8:00 a.m. to 6:00 p.m. Monday to Friday. During regular shifts employees shall be entitled to two (2) paid fifteen (15) minute rest periods and a twenty (20) minute paid lunch break.

The work week for a part-time employee shall be contingent upon pool programming as assigned by the Aquatic Supervisor with a maximum of five (5) days per week and a maximum eight (8) hour shift.

c. Arena Component

i) Cashier/Ticket Taker

The hours of work shall be scheduled as needed and not more than an eight (8) hour shift or forty (40) hours per week.

6.07 MAINTENANCE DEPARTMENT

Effective **June 1st**, to the first Tuesday following the September general holiday, summer hours of work shall be 7:00 a.m. to 3:30 p.m., with a thirty (30) minute unpaid lunch break, and two (2) fifteen (15) minute paid rest periods during the shift.

a. Maintenance Component

The regular work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with a one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods. The hours of work shall be:

8:00 a.m. – 12:00 p.m. 1:00 p.m. – 5:00 p.m.

b. Arena Component

The regular work week for arena employees shall be five (5) consecutive days at eight (8) consecutive hours with a twenty (20) minute paid lunch break and two (2) paid fifteen (15) minute rest periods. The hours of work shall be:

8:00 a.m. – 4:00 p.m. 4:00 p.m. – 12:00 a.m.

c. Pool Maintenance Component

The regular work day shall not commence before 8:00 a.m. nor finish later than 5:00 p.m. No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour unpaid lunch break and two (2) fifteen (15) minute paid rest periods. The hours of work shall be:

8:00 a.m. – 12:00 p.m. 1:00 p.m. – 5:00 p.m.

6.08 ADMINISTRATION DEPARTMENT

a. Finance, Human Resources/Payroll and Administration Components

i) Clerical Employees

The hours of work shall be five (5) consecutive days, Monday to Friday at eight (8) consecutive hours with one (1) hour unpaid interval for lunch and two (2) paid fifteen (15) minute rest periods. The hours of work shall be within the time frame of 8:30 a.m. – 4:30 p.m.

ii) Purchasing

The Purchasing Agent will follow the hours of work for the Public Works Department.

b. R.C.M.P. Clerical Component

The normal work schedule for R.C.M.P. clerical employees shall be shifts of eleven (11) hours with a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute rest periods. The full shift rotation shall include one (1) pay period with eighty (80) hours, two (2) pay periods of seventy (70) hours, one (1) pay period sixty (60) hours (for an average annual total of 1820).

The Day Shift shall be from 8:00 a.m. to 7:00 p.m.

The Afternoon Shift shall be from 1:00 p. m. to midnight.

The Night Shift shall be from 5:00 p.m. to 4:00 a.m.

Overtime will be paid for any hours worked beyond ten (10) hours in one (1) shift or day, or beyond the hours of the scheduled pay period rotation.

All overtime shall be paid in accordance with Article 7, unless amended here. For the purposes of Article 7.03 the first and second day off work shall be deemed the first day of rest and the third and fourth day off work shall be deemed to be the second day of rest.

Employees working modified hours of work will have all benefits and entitlements which are expressed in terms of daily or weekly entitlement converted to produce the equivalent hours of benefits and entitlements as they would have had if the hours of work had not been modified. This will result in no loss or gain in employee benefits and entitlements.

An employee required to work on a General Holiday shall be paid for the hours worked at the rate of one and one-half (1½) times his basic pay and a full-time employee shall receive seven (7) hours off at his basic rate of pay.

Staff on an extended work day will be able to bank a general holiday (7 hours) for the purposes of taking a day in lieu of the general holiday.

c. Museum Curator

The hours of work shall be five (5) consecutive days, Monday to Friday, at eight and one half (8½) consecutive hours with one (1) hour unpaid interval for lunch and two (2) paid fifteen (15) minute rest periods. The hours of work shall be within the time frame of 8:30 a.m. – 5:00 p.m.

ARTICLE 7 – OVERTIME

- 7.01 Overtime work shall be offered based on greater seniority with first preference given to the employee who normally performs the work. Employees shall have the right to refuse overtime.
- 7.02 After an employee works the maximum scheduled daily hours or the regular weekly hours of their departmental component, all overtime will be paid for at time and one-half (1½) regular rates per hour for the first four (4) hours and two times (2x) thereafter except as provided in and 7.05.
- 7.03 If any employee has left the place of work and is called in for overtime work he shall be paid a minimum of two (2) hours pay at time and one-half (1½) and in accordance with 7.02.
- 7.04 Should no full-time or part-time employee be available; the overtime shall be offered to a casual employee.
- 7.05 Full-time employees scheduled or called in to work on their first day of rest shall receive one and one-half (1½) times the regular pay for the first four (4) hours and two (2) times the regular pay after that. Full-time employees scheduled or called in to work on their second day of rest, shall receive two (2) times their regular rate of pay for the first eight (8) hours and two and one-half (2½) times thereafter. If all efforts made by the administration to call in employees in an emergency fail, then the Town may call in an outside contractor.

- 7.06 An employee required to work two (2) hours or more overtime, on a normal work day, shall be provided with a meal, to a maximum cost of fifteen dollars (\$15.00), or an allowance of fifteen dollars (\$15.00) and a twenty (20) minute paid meal break prior to commencing the overtime work.

An employee required to work through their lunch break shall be provided an actual meal and shall have their meal on site. In this case, no meal allowance is provided.

Should there be a break in between shifts of more than thirty (30) minutes, no meal allowance shall be paid.

- 7.07 Instead of cash payment for overtime an employee may **maintain a bank of overtime hours up to a maximum of forty (40) hours in the bank at any time.**

Any overtime hours worked beyond the maximum hours having been banked, shall be paid out unless otherwise mutually agreed.

Banked hours shall be replenishable, to the bankable maximum, at the discretion of the employee, as overtime is worked.

Such **banked** time shall be accumulated at the applicable overtime rate but the time off will be taken at straight time rates. The time off may be taken with annual vacations, **if operationally feasible**, and shall not be accumulative from one calendar year to the next, **unless otherwise mutually agreed**. Any such hours not taken by calendar year end shall be paid-out.

It is understood that any request for banked hour utilization shall not be unreasonably denied, but is subject to operational requirement.

The yearly banked overtime period shall be considered to be January 1, to December 31.

- 7.08 In the event a departmental component requires overtime, employees working a regular scheduled shift in another component will not be called away from their regular duties, unless all efforts to call out employees from affected components have been exhausted and the reason for the overtime is an emergency.

ARTICLE 8 – SHIFT PREMIUM AND STANDBY PAY

- 8.01 a. A shift premium of ninety-five cents (\$0.95) per hour shall be paid to employees for any regular scheduled hours worked between 6:00 p.m. and 8:00 a.m.
- b. Such shift differential shall not be paid for overtime hours worked.
- c. A week end premium of one dollar (\$1.00) per hour shall be paid to all full-time employees for all work on a Saturday or Sunday. No week end premium shall be paid for overtime work on a Saturday or Sunday.
- 8.02 Each employee on standby duty shall be entitled to four (4) hours pay at his standard rate of pay for each full twenty-four (24) hour period the employee is required to be on standby. Standby periods of less than a full twenty-four (24) hours in succession shall be on a **pro-rated** basis (E.G. 12 hours = $12/24 \times 4 = 2$ hours), but in no case less than two (2) hours. The Town will supply a pager or cell phone for employees required to be on standby.
- 8.03 The Public Works Supervisor, when on standby, shall be entitled to an additional eight (8) hours pay for each week on standby. Standby is voluntary and will be on rotation with the two out-of-scope managers such that it is one week every three weeks.
- 8.04 **Water Treatment Plant Standby Procedure**
 The Parties agree that employees in the Water Treatment Plant may be required to be on standby outside of their regular work hours and/or on statutory holidays. Standby shall mean that the employee is to be available to immediately respond to possible emergencies and operational necessities.
1. One Water Treatment Plant employee is to be on standby at all times. Commencing the last month of the year, a schedule will be set to ensure the necessary coverage for the upcoming year.
 - a. Each employee will be entitled/required to work the same number of standby shifts in rotation.
 - b. Each employee shall work a one week shift each rotation.
 - c. Should problems or vacation scheduling for the employee on standby arise, which does not allow them to complete their

standby duties, the standby responsibility and pay is to be shifted to another employee with the approval of the Municipal Superintendent or their designate.

2. The Town will supply a cell phone which the employee on standby will be required to carry.
3. The alarms will automatically dial the cell phone first.
 - a. The employee is required to carry the phone when not at work, in order to answer alarms.
 - b. The employee is required to have the phone charged and powered on at all times while on standby.
 - c. The employee is to be able to be at the plant within twenty (20) minutes of receiving the call.
4. The employee on standby is permitted to take the WTP truck home if they will be returning to work the following morning.
5. The employee on standby will be responsible to investigate the cause of the alarm and take measures to remedy the alarm.
6. Should additional people be required, the employee on standby will try the other WTP Operators in order of seniority. A seniority list with telephone numbers will be posted in the Water Treatment Plant. Should no one be available the employee on standby will call the emergency on-call Supervisor to seek assistance from the other Public Works unionized staff.
7. The rate of pay while on standby shall be per 8.02 of the Collective Agreement.
8. When responding to a call out the rate of pay will be in accordance with Article 7.03 of the Collective Agreement.
9. Each employee shall have their stand by hours credited towards Direct Responsible Charge time for licensing purposes.

ARTICLE 9 – SENIORITY

- 9.01 a. Seniority is defined as the length of service in the bargaining unit for full time and part-time employees. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement. Seniority shall operate on a bargaining-unit wide basis. After completion of the probationary period, seniority shall be effective from the original date of employment in a permanent or term position.
- b. Term and casual employees shall accumulate seniority on the basis of time worked.
- c. Should a casual employee become a permanent employee without a break in service greater than one hundred and eighty (180) calendar days his seniority will be credited by prorating the hours worked as a casual employee. Should a term employee become a permanent employee without a break in service greater than three hundred sixty-five (365) days his seniority will be credited by prorating the hours worked as a term employee. For the purpose of this calculation, one thousand eight hundred twenty (1820) hours, nineteen hundred and fifty (1950) hours, or two thousand eighty (2080) hours, as applicable, will be considered one year.
- d. Term employees shall have the right to recall.
- e. Seniority will continue to accrue during any period of illness, accident, maternity, paternity, adoption leave and Union leave.
- 9.02 The Town shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.
- 9.03 **Loss of Seniority**
- a. An employee shall not lose seniority rights if he is absent from work because of sickness, disability, accident, layoff, maternity, paternity,

parental and adoption leave, or leave of absence approved by the Town.

No vacation or sick days shall be accumulated during this period with the exception of paid sick leave, paid leave of absence and leave on a workers compensation claim.

- b. An employee shall only lose his seniority in the event:
- i) he is discharged for just cause and is not reinstated.
 - ii) He resigns in writing and does not withdraw within two (2) day's notice (inclusive of Monday to Friday).
 - iii) He fails to return to work within fourteen (14) calendar days following a recall and after receiving notice by priority post to do so, unless through a sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer fourteen (14) calendar day's notice of termination to accept the recall.
 - iv) He has been on layoff continually for three hundred and sixty-five (365) calendar days.
 - v) He is a term employee who has not worked in the previous three hundred and sixty-five (365) calendar days.

9.04 Seniority During Transfers to Permanent Supervisory Positions

- a. The selection or appointment of employees for permanent supervisory positions or for any position not subject to this Agreement, is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back to a position which is governed by this Agreement within ninety (90) calendar days probationary period following his transfer or appointment, then the seniority which he has accumulated in such supervisory position shall be credited to the employee and he shall be placed in a job consistent with his seniority.

- b. An employee receiving a new appointment (promotion or transfer) and within ninety (90) calendar days wishes to return to his former position may do so without loss of seniority or former salary.

ARTICLE 10 – FILLING OF VACANCIES

- 10.01
- a. When a new position is created, or when a vacancy occurs, which shall include the resignation or retirement of an incumbent, the Town shall immediately notify the Union in writing. The Town shall determine when there is adequate work to justify the posting and filling of any position. If the Town decides to post and fill a position it will post notice of the position within fourteen (14) calendar days of the vacancy in the Town's offices, locker rooms, shops and on all bulletin boards for a maximum of fourteen (14) calendar days so that all members will know about the vacancy or new position.
 - b. Such notice shall contain the following information: nature of position, job classification, qualifications, required knowledge and education, ability and skills, shift and hourly wage and the phrase "This position is open to all applicants in accordance with the Human Rights Legislation of Manitoba."
 - c. Applicants for vacancies and new positions within the scope of this Agreement shall be considered in the following order:
 - i) bargaining unit employees;
 - ii) applicants from outside the bargaining unit.
 - d. Advertisements for vacancies may be simultaneously placed internally and externally but applications received from qualified employees will be given preference.

10.02 Role of Seniority in Promotions and Transfers

- a. Both parties recognize:
 - i) the principle of promotion within the service of the Town;

- ii) that job opportunity should increase in proportion to length of service.
- b. In making staff changes, transfers, or promotions, appointment shall be made to the applicant having the required qualifications and, where two (2) or more applicants have the required qualifications, to the applicant with the greatest seniority.

Interviews may be conducted on all internal postings prior to awarding the position. The Interview Committee will be composed of Management Staff as determined by the Chief Administrative Officer.

- c. Positions shall be appointed within fourteen (14) calendar days of the interview for outside applicants.

Positions awarded to internal candidates shall be filled within fourteen (14) calendar days of the interview. The successful candidate, by mutual agreement between the Town and the employee, may remain in their current position to train their successor, for a period of time not to exceed ninety (90) calendar days.

10.03 Should the Town not receive applications from qualified individuals as per 10.01, the following process shall apply:

- a. the Town will give consideration to employees who do not hold the required certificate but are writing for such certificate prior to filling the vacancy. Such employees will be given an opportunity to qualify in accordance with Article 21.02 d. and to revert to his former position if the required certificate is not obtained within such time.
- b. If no current employees are writing for the required certificate, the Town shall post for an internal expression of interest for fourteen (14) calendar days. The employees, who are willing to take the educational training required for the position, shall notify the Town within fourteen (14) calendar days. Candidates shall be chosen by seniority. An employee who does not complete the education portion, in accordance with 21.02 d. will be deemed to be laid off from the position and shall exercise their rights under Article 23.02.

10.04 Trial Period

The trial period does not apply to probationary employees.

- a. The successful applicant shall be notified within seven (7) calendar days following the end of the posting period. He shall be on a trial period for a period of sixty (60) calendar days. Conditional on satisfactory service, the employee shall be declared permanent after the period of sixty (60) calendar days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position, wage salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position, wage or salary rate, without loss of seniority.
- b. Any employee receiving a new appointment (promotion or transfer) and within sixty (60) calendar days wishes to return to his former position may do so without loss of seniority or former salary.

10.05 Term Appointments for Permanent Employees

At the discretion of the Town, permanent employees shall be allowed to accept term appointments within the bargaining unit. If the appointment is to a higher rate of classification, the employee shall be paid the applicable higher rate. If the appointment is to a lower rate of classification, the employee shall be paid at the applicable lower wage rate. At the end of the term appointment, the employee shall revert back to his former position and former wage rate. Any dispute arising out of this clause shall be referred to the Labour-Management Committee for resolution.

ARTICLE 11 – JOB CLASSIFICATIONS & DESCRIPTIONS

- 11.01 a. The Union shall be notified within seven (7) calendar days of all new positions, reclassifications, or revisions of present classifications. All new positions, reclassifications, or revisions of present classifications and rates of pay for the above shall be subject to negotiation between the Town and the Union Bargaining Committees. Failing satisfactory

settlement within **twenty-one (21)** calendar days of the Bargaining Committee meeting, the dispute may be referred by either party to the grievance and arbitration procedure outlined in this Agreement.

- b. The Town agrees that the jobs outlined in Appendix “A” are the agreed to job classifications and that no change or elimination of these classifications shall occur without consultation with the Union.
- c. Joint Job Description Committee

There shall be a Joint Job Description Committee consisting of three (3) members from each of the Parties. Subject to the following guidelines, the Parties will implement their own terms of reference for the Committee:

The Committee shall consult with the affected employee(s) and the appropriate supervisor, but the affected employee(s) and supervisor shall not have veto rights over the decision of the Committee.

Either Party may request a meeting of the Committee to review a job description.

The Committee shall convene a meeting within fourteen (14) calendar days of the request. The job description shall be reviewed and any necessary amendments made within thirty (30) calendar days of the meeting. Timelines may be extended by mutual agreement.

No employee shall have their wages reduced as a result of an amendment to a job description.

Should the Committee propose amendments to the job description, or create a new job description, the Committee members will then forward the job descriptions with their recommendation, to the Parties.

Upon agreement to the job description, the Parties will then submit the job description to their respective negotiating committees if required.

The descriptions shall become the recognized job descriptions once they have been agreed to and negotiated, if applicable, by the Parties.

Failing mutual agreement, the dispute may be referred to the grievance and arbitration procedure.

The parties agree to make a joint application for grievance mediation should the grievance procedure not result in a mutually agreeable resolve.

Should the parties disagree with a decision made by the Joint Job Description Committee, it is agreed that the Union and the Employer shall **engage the services of Conciliation Services to make a binding determination.**

ARTICLE 12 – BENEFITS PLAN

12.01 Group Life Insurance

Premiums under the Group Life Insurance Plan for all employees will be paid seventy-five percent (75%) by the Town of The Pas and twenty-five percent (25%) by the employees, with the exception of the premium for weekly indemnity, which shall be paid by the employee, effective August 1, 1996.

Included in the Group Life Insurance Plan shall be an eye glass provision, life insurance, accidental death and dismemberment, dependent life insurance, long term disability, extended health, and dental plans.

12.02 Pension Plans

- a. Under the Municipal Employees Benefits Program, The Town of The Pas shall match the employee's contribution to the plan.
- b. Under the **London Life** Group Pension Plan, The Town of The Pas shall match employees' contributions to a maximum of six percent (6%).

12.03 Employment and Family Assistance Program

The Parties agree to participate in The Pas and District Assessment and Resource Service (Employment and Family Assistance Program) with cost

sharing of the annual membership fees on a seventy-five percent (75%) Town paid and twenty-five percent (25%) employee paid.

ARTICLE 13 – VACATIONS

13.01 Vacations

a. Annual Vacations

- i) During an employee's first year of continuous service, an employee shall earn vacation at the rate of three (3) weeks per year, calculated as one and one quarter days (1.25) days per month.
- ii) After an employee's eighth (8th) year of continuous service, an employee shall earn vacation at the rate of four (4) weeks per year, calculated as one and two thirds days (1.67) days per month.
- iii) After an employee's fifteenth (15th) year of continuous service, an employee shall earn vacation at the rate of five (5) weeks per year, calculated as two point zero nine days (2.09) days per month.
- iv) After an employee's twenty-fourth (24th) year of continuous service, an employee shall earn vacation at the rate of six (6) weeks per year, calculated as two and one-half days (2.5) days per month.

- b. Part-time and casual employees shall earn vacation pay, to be paid on each cheque, in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-Time Hours}} \times \text{Entitlement of a full-time employee}$$

Actual vacation entitlement will be based on years of service and in accordance with 13.01 a.

- c. i) Term employees who are hired for a duration of one hundred and eighty (180) calendar days shall earn vacation entitlements as per 13.01 a. above.
- ii) Term employees who are hired for a duration of less than one hundred and eighty (180) calendar days shall earn vacation as per 13.01 b.

If such term employee is hired and their employment is later extended, the employee shall be given the option at that time, to continue receiving vacation as per 13.01 b. or to earn vacation as per 13.01 a.

13.02 Where the employee shall leave the employ of the Town for any reason, vacation credits shall be paid out.

13.03 Employees shall be allowed to carry over a vacation entitlement equal to their current annual entitlement, from one calendar year to the next.

The Town will schedule the vacation which is to be used prior to December 31st of that current year in sections of no less than five (5) working days and a notice of no less than ten (10) working days.

- 13.04 a. During prime holiday time, seniority will govern the holiday period. Prime holiday time will be from June 1st to September 30th. Non-prime time being from October 1st to May 31st.
- b. Employees shall be approved on a first come, first served basis for **non-prime** time vacation requests.

13.05 Upon mutual agreement, employees may choose to use vacation time on an hourly basis.

13.06 Employees shall not be permitted to use more vacation time than they have accumulated.

13.07 Vacation requests shall not be unreasonably denied.

13.08 Vacation Procedures

- a. Prime vacation time shall be from the dates of June 1st to September 30th. Prime vacation dates may not be booked prior to the February selection process, and may only be booked during the calendar year in which it is to be taken. Prime vacation dates will be assigned by seniority as follows:

No later than, the first Monday of February, a notice shall be posted in all departments notifying employees to submit their vacation requests by the third Friday of February.

Employees shall submit a selection of three (3) options for their vacation, in order of their preference. Should an employee's first preference not be available, the employee shall receive their second preference. Should the employee's second preference not be available, the employee shall receive their third preference.

Scheduled prime vacations shall be posted in all departments by the second Friday in March.

- b. Vacation requests received outside of the above dates for the current year shall be assigned on a first come first serve basis.

The employee will be notified on the status of their request, within fourteen (14) calendar days or less.

No employee shall be permitted to book non-prime vacation more than one (1) year in advance.

ARTICLE 14 – GENERAL HOLIDAYS

14.01 General Holidays

- a. The following days shall be observed as paid general holidays:

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

and all holidays proclaimed or enacted by Government of Canada, Province of Manitoba and Town of The Pas.

Should any of the above days fall on a day off, a substitute day off, with pay, shall be granted at a mutually agreed time seven (7) days prior to or following the said day.

- b. Should any of the general holidays fall within an employee's annual vacation period or other authorized leave of absence (including illness or Workers Compensation) such employee shall be paid for the general holiday.
- c. When a general holiday falls on a Saturday, then it shall be observed on the immediate preceding Friday, or the following Monday subject to mutual agreement of the Parties.
- d. When a general holiday falls on a Sunday, then it shall be observed on the immediate following Monday.

14.02 Part-time and casual employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay cheque.

14.03 An employee who works on a general holiday will be paid their general holiday pay plus:

- a. One and one-half (1½) times their regular rate of pay for the first eight (8) hours and thereafter,
- b. Two (2) times their regular rate of pay for all hours over eight (8) hours.

This rate will apply to the general holiday and not to a substitute holiday granted in lieu of. If all efforts made by the Administration to call in employees in an emergency fail, then the Town may call in an outside contractor.

ARTICLE 15 – SICK DAYS

15.01 Sick Days

- a. The Town agrees to grant **ten (10)** sick days per employee with pay annually, with an accumulation up to a maximum of **twenty-five (25)** days. Employees may use sick leave for **doctors' appointments, sickness (employee or family illnesses) and for travel to medical appointments.**
- b. Part-time employees who regularly work fifteen (15) or more hours per week shall earn sick days on a pro-rata basis in accordance with this formula:

Hours paid at regular rate x entitlement of a full-time employee
Full-time hours

Part-time employees may claim payment for sickness leave of only those hours they were scheduled to work but were unable to work due to illness.

- c. **New employees shall, after one hundred and twenty (120) days of employment, be entitled to sick leave as per the above 1501 a) and b).**
- 15.02 Employee may be required to provide a Doctor's sick slip in any year for each sick incident that occurs after sick days are used up. Employee may take an additional four (4) sick days in each year, over and above the above noted sick days, making use of either banked or vacation time. Doctor's sick slip may be required, for each of these incidents, on the day of return to work.

- 15.03 The Town agrees to pay out accumulated sick days to employees when employment with the Town ends as follows:

5 Years of service = 50%
 10 Years of service = 60%
 15 Years of service = 75%
 20 Years of service = 85%
 25 Years or more of service = 100%

- 15.04 When an employee finds it necessary to go to a specialist and provided they are referred by their physician, they shall suffer no loss of pay or benefits for one (1) working day per occurrence. **This day is not drawn from days available under Article 1501 (a).**

It is understood that any such specialist appointment, as referred by a physician for medical need shall qualify. A Specialist appointment for strictly cosmetic or elective reasons shall not be considered as qualifying but may be evaluated on an individual basis for circumstance.

- 15.05 When an employee is required to accompany a spouse or his children or parent to a specialist, he shall suffer no loss of pay or benefits for one (1) **working day per occurrence**, on the proviso that a doctor's slip is provided indicating the requirement, **and subject to the same requirements as outlined in 1505. This day is not drawn from days available under Article 1501 (a).**

15.06 Sick Leave/Town of the Pas Group Insurance Plan

- a. It is a condition of this Agreement that the following sick leave benefits will be applicable to all employees covered under The Town of The Pas Group Insurance Plan.
- i) A legitimate illness of a duration of seven (7) or more consecutive days in the **twelve-month** period from January 1st to December 31st in any **one-year** period will entitle an employee to receive seven (7) days sick leave with pay prior to receiving a weekly indemnity. The seven (7) day sick leave is not accumulative and can only be received once during each **twelve-month** period.
 - ii) If an employee is off work due to illness and Great West Life has approved the employee to receive weekly indemnity benefit, the Town will pay the employee an amount equal to their approved weekly indemnity benefit until the employee starts to receive the benefit payment from Great West Life. The employee shall sign the weekly indemnity benefit cheque(s) over to the Town.

- iii) The Town shall provide employees with a wage top up to the equivalent of regular earnings when receiving Great West Life short term disability benefits for a maximum of two (2) pay periods one (1) time in a calendar year.

ARTICLE 16 – WORKERS COMPENSATION

16.01 Workers Compensation

In all cases where compensation for loss of wages is paid by Workers Compensation Board on account of injury to the permanent regular employees, the Town will supplement such payment by an amount that provides for full replacement of the employee's regular rate of pay for a period up to one hundred and **thirty-six** (136) calendar days after which time the Town may continue this supplementary payment if circumstances warrant such action.

ARTICLE 17 – REASONABLE ACCOMMODATION

17.01 Disabled Employees' Preference

Any employee covered by this Agreement who, through temporary or permanent partial disability, is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable.

- 17.02 In the event light work is not available, the employee shall remain on the appropriate wage loss plan or be laid off until work becomes available.

- 17.03 Notice to return to work shall be given through Priority Post. Those failing to report for work within seven (7) calendar days shall lose/forfeit their seniority rights.

ARTICLE 18 – LEAVE OF ABSENCE

- 18.01 The Town may grant leave of absence, without pay, to any employee requesting such leave for good and sufficient cause, under the following conditions:

- a. Application for leave of absence shall be made in writing by the employee to his Supervisor or Department Head stating full particulars including the reason and length of leave requested. The Department Head may grant leave requests for up to and including three (3) working days. Leave requests in excess of three (3) working days shall be forwarded to the Chief Administrative Officer.

If an employee feels that he has been unjustly denied the right for a leave of absence, he shall have the right to appeal through the grievance procedure.

- b. An employee shall not lose his seniority accumulated prior to a leave of absence but his seniority shall not accumulate during the period of the leave of absence.

18.02 No leave of absence shall be granted for the purpose of seeking or accepting temporary employment and any infraction against this provision by an employee shall be considered as having terminated his employment with the exception of circumstances having an immediate impact on the community or of an emergent nature as determined by the Parties. Any leave over five (5) days would require the approval of both Parties.

18.03 Education Leave

An employee may apply to take Education Leave for up to ten (10) months at any one time provided the education is related to any full-time position within the Town. An employee must have two (2) years seniority to obtain Education Leave. Education Leave shall be limited to one (1) permanent employee at any one (1) time.

18.04 For Union Business

The Town agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Town, or with respect to grievance, they shall suffer no loss in pay for the time spent.

18.05 Union Purposes

The Town shall grant leave of absence without loss of seniority, to a maximum of three (3) employees at any one time, but no more than one employee from any departmental component, unless operational requirements can accommodate further leaves, to attend Union schools or business. Such employees shall receive his rate of pay and benefits as provided for in this Agreement. The Union shall reimburse the Town for all wages and costs of said benefits upon the receipt of a bill from the Town.

18.06 Leave for Union Officers

- a. Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated will be granted by the Town of The Pas a leave of absence, for a period of one (1) year, without pay or accumulation of seniority but without loss of seniority accumulated prior to the leave. Further leave may be granted by mutual consent of The Town and the Union.
- b. Where employees have been elected or appointed to represent the Union at Union Conventions and Conferences, leave of absence with pay and without loss of seniority shall be granted by the Town upon request, provided that such leave of absence does not interfere with the efficiency of the departmental component affected.

18.07 Family Illness

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the serious illness of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, former guardian, ward, fiancée or any other relative who has been residing in the same household, or any other relative for whom an employee is guardian. A relative shall include a person related by marriage, adoption or common-law.

Serious illness shall be defined as a life threatening or emergent medical issue.

a. Paid Bereavement Leave

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, aunt, uncle, former guardian, ward, fiancée or any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. A relative shall include a person related by marriage, adoption or common-law. If burial occurs beyond a four hundred (400) kilometre radius of the Town of The Pas, an employee may be granted up to a maximum of five (5) regularly scheduled consecutive work days leave without loss of pay or benefits dependent on circumstances.

Leave may be split if burial takes place at a later date.

b. Mourner's Leave

i) One-half ($\frac{1}{2}$) day leave shall be granted upon **twenty-four (24)** hours written notice without loss of benefits, salary or wages to attend a funeral as a mourner to a maximum of three (3) times per calendar year.

ii) One (1) day leave of absence shall be granted, upon two (2) days' notice in writing, without loss of benefits, salary or wages to attend a funeral as a pallbearer.

iii) Where the family of a deceased employee requests pallbearers from the Union, the Town shall grant the necessary leave with pay for up to six (6) pallbearers.

c. Recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Town, on request, may grant additional bereavement leave.

18.09 Jury Duty

When an employee is required to attend Court for purposes of jury duty, or where pursuant to a subpoena or summons, an employee is required to attend Court in connection with a matter in which he is not otherwise involved, then the Town shall grant leave of absence without loss of seniority benefits to such employee and the Town shall pay such employee the difference between his normal earnings and the actual monies received for jury service or witness fees upon the employee furnishing to the Town proof of such service and verification of the amount received excluding any monies paid to the employee for travelling, meals, or other expenses.

18.10 Court Time On Town Business

Time spent by an employee who is subpoenaed or otherwise required to attend Court as a witness on behalf of the Town, shall be considered as time worked and at the appropriate rate of pay.

18.11 Blood Donation

When an employee after commencing his shift is called to give blood for a transfusion and returns to work, he will not suffer any loss of pay for that shift.

18.12 Maternity Leave

- a. An employee shall be granted maternity leave in accordance with the Employment Standards Code.
- b. An extension may be granted on application but such application must be accompanied by a Doctor's certificate.

18.13 Paternity Leave

Three (3) days off with pay and benefits and without loss of seniority to include common-law relationships.

18.14 Parental Leave/Adoption Leave

Parental leave may be granted to employees on application in accordance with The Employment Standards Code.

18.15 Compassionate Care Leave

Compassionate Care leave will be granted to employees on application in accordance with The Employment Standards Code.

ARTICLE 19 – SAFETY

19.01 The Town and the Union shall cooperate in enforcing safe working conditions as set out in the Workplace Health and Safety Act of the Province.

ARTICLE 20 – WORKING CONDITIONS EQUIPMENT AND CLOTHING

20.01 Safety Equipment and Clothing

- a. The Town will supply drinking water containers, hard hats, rubber and leather gloves, rubber pants, rubber coats, rubber boots or insulated rubber boots and **two (2) pairs of coveralls** for use of those employees engaged in the oiling or asphaltting of the streets and to those employees engaged in outside service work or such similar equipment as they may require. The provision of this equipment at the beginning of such operations shall be considered sufficient for the operation period or season. In cases of replacement of workmen, the safety equipment and clothing shall be turned over to the Town Purchasing Agent with the exception of boots.
- b. Leather gloves shall be supplied as required, with replacement gloves provided upon return of the old pair.
- c. The Town shall pay one hundred percent (100%) of the cost, to a maximum of one hundred fifty dollars (\$150.00), ~~for of the initial pair~~ of standard safety boots for all permanent full-time employees who, due to the nature of their position, require such boots for their individual health and safety. Any dispute as to which employees shall

qualify shall be referred to the Joint Health and Safety Committee for final resolution.

- d. Employees shall be eligible for such payment after one (1) year of service.
- e. The cost of replacement of safety boots shall be paid yearly. **Any unused amount in a year shall be carried over for a maximum of two (2) years, not to exceed three hundred (\$300.00) dollars. Boots must be purchased through Town Purchasing Agent.**

20.02 Clothing

- a. Those employees at Winton Pool who are required to wear a bathing suit in the performance of their duties shall be supplied a bathing suit as necessary to a maximum of three (3) per year. Female staff shall also be supplied with two (2) pairs of shorts per year. The Town shall not be responsible for the cleaning of bathing suits.
- b. In the case of employees who must wear a uniform as required by the Town, the Town will furnish and supply and clean as required two (2) complete uniforms per year with accessories.
- c. The Town shall supply and clean two (2) sets of coveralls for employees of the Water Treatment Plant, garbage crew, sewer and water crew, and all mechanics and arena employees. With the exception of the mechanic coveralls, the Town shall supply washing appliances for cleaning of the coveralls.
- d. The Town agrees to supply **two (2) pair of winter** winter coveralls for employees who perform outdoor duties, according to Town policy.
- e. All clothing and personal protective equipment **provided by the town of The Pas**, must be returned upon termination, resignation, and retirement with exception of work boots.

20.03 Equipment

- a. The Town shall provide a three hundred **twenty-five-dollars** (\$325.00) tool allowance per calendar year to each Mechanic on presentation of receipts to cover such tools.
- b. The Town shall provide adequate fire and theft insurance coverage for the mechanic who is required to use his own tools.

The mechanic will provide an inventory list of these tools to the Town by January 15th of each year.

ARTICLE 21 – TRAINING

21.01 On the Job Training

The Town shall inaugurate and maintain a system of “on-the-job” training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities as time and conditions permit to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated accordingly to the seniority provisions of this Agreement. Job training shall only take place when the senior employee is instructing the trainee.

An initial evaluation shall be conducted by the instructor, trainee, and management personnel at which time it will be determined whether or not the trainee will continue in the training program.

21.02 Training Courses

- a. The Town shall post any training courses as deemed by management to be conducive to the employee’s development and/or advancement. The bulletin shall contain the following information:
 - i) Number of employees to be selected by management;

- ii) Type of course (subject and material covered); time, duration, and location of the course; minimum qualifications required for applicants.
- b. This bulletin shall be posted for a period of fourteen (14) calendar days on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.
- c.
 - i) For purposes of wages and benefits, time spent in such training shall be considered to be time worked.
 - ii) Employees attending courses for more than eight (8) hours per day shall receive pay for eight (8) hours per day. **All time above eight hours shall be banked and given as time off in lieu of pay, at straight time.**
- d. Any course or training required by the Town or required by law shall be paid for by the Town including wages lost to attend such courses or training program and associated fees. An employee will be allowed the previous noted payments for up to two (2) attempts to achieve certification in such courses or training programs. The Parties shall make every effort to ensure the employee obtains the necessary certification at the first available opportunity. Any dispute arising out of this clause shall be referred to Labour Management Committee for resolution.
- e. Time spent travelling for training on a regular day off shall be compensated at regular hours, or upon mutual agreement, employees shall be given a day in lieu.

21.03 Union Education

The Town recognizes that education is a continuing process. Accordingly, the Town shall allow the Union to sponsor education functions such as meeting, lectures, etc., to be held on the Employer's designated premises during the employee's lunch period or following the regular working day upon management's approval.

ARTICLE 22 – TECHNOLOGICAL CHANGE

22.01 Advance Notice

When the Town is considering the introduction of technological change:

- a. The Town agrees to notify the Union as far as possible in advance of their intentions and to update the information provided as new developments arise and modifications are made.

22.02 Data to be Provided

The notice mentioned in Article 22.01 shall be given in writing and shall contain pertinent data, including:

- a. the nature of the change;
- b. the date on which the Town proposes to effect the change;
- c. the approximate number, type and location of employees likely to be affected by the change.

22.03 Consultation

Technological change shall be introduced only after the Union and the Town have reached agreement through collective bargaining regarding the measures to protect the employees from any adverse effects.

- 22.04 Any permanent employee who is displaced from his job by virtue of technological changes or improvements will be given first opportunity to fill other positions, subject to the provisions of Article 10.02. In the event that the Town should introduce any methods or machinery which require new or greater skills than are presently possessed by the employee under the present methods of operation, such employee shall be given a period of ninety (90) calendar days in which to perfect or acquire the necessary skills to fulfill the new position. It is further agreed that there should be no change in salary during the training period of any such employee and further that rates in pay in relation to the new operations will be in accord with this method of determining rates of pay as provided in this Agreement.

ARTICLE 23 – LAYOFF AND RECALL

23.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

23.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right must be able to perform the duties and/or work of the less senior employee. The right to bump shall include the right to bump up. An employee who wishes to bump must give written notice of this intention within fourteen (14) calendar days of their receipt of notice of layoff.

23.03 Recall Procedure

Employees shall be recalled in the order of their seniority provided they are qualified to perform the duties of the vacant position.

23.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided the employees on layoff have the qualifications to perform the work.

23.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Town shall notify employees who are to be laid off two (2) pay periods prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this article, he shall be paid for the days for which work was not made available.

23.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

- 23.07 Employees who have successfully completed their probationary period and are laid off shall not be required to serve the probationary period on re-employment.

ARTICLE 24 – PROGRESSIVE DISCIPLINE

- 24.01 The value of progressive discipline, with the aim of being corrective in application is recognized by both Parties. Therefore, except in extreme cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (oral then written) and suspensions.
- 24.02 The Town shall notify an employee of any expression of dissatisfaction concerning his work within fourteen (14) calendar days, after knowledge of the event or the complaint, with copies of any written document, to the Union. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him in regard to discharge, discipline, promotion, demotion or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Town, whether or not it relates to his work. The employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of his record.
- 24.03 The record of an employee shall not be used against him at any time after **twenty-four (24)** months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 24.04 The Town shall have the right to suspend or discharge any employee for just cause. Probationary employees may be discharged for cause. Such employee and the representative of the Union shall be advised promptly in writing by the Town of the reason or reasons for such suspension or discharge.

- 24.05 If an employee feels that he has been unjustly suspended or discharged, he shall have the right to initiate their grievance at Step 2 of the Grievance Procedure.
- 24.06 Should it be found upon investigation that an employee has been unjustly suspended or discharged such employee shall be immediately reinstated in his former position without loss of seniority rating and shall be compensated for all time lost in the amount equal to his average earnings during the pay period next preceding such suspension or discharge.
- 24.07 No employee shall be penalized twice for the same incident.
- 24.08 Demotions shall not be used as a disciplinary measure.
- 24.09 Employees shall have the right to Union representation at disciplinary meetings, or any meeting which may lead to disciplinary action.
- 24.10 Failure to grieve previous discipline or to pursue such a grievance or arbitration shall not be considered as admission that such discipline was justified.

ARTICLE 25 – GRIEVANCE PROCEDURE

- 25.01 A maximum of three (3) Union representatives shall be present at any grievance meeting.
- 25.02 Should a dispute arise between the Town and any employee, in the bargaining unit, concerning the interpretation, application or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

Within fourteen (14) calendar days of its occurrence, a grievance shall be verbally presented, and include a statement of all particulars of the complaint and redress sought, to the Department Head by an employee accompanied by a Steward or Officer of the Union. The Department Head shall endeavour to immediately settle the grievance so presented and shall, within seven (7) calendar days of the discussion, provide a verbal reply.

Step 2

If the matter is not satisfactorily settled at Step 1, it may be submitted, with all necessary documentation, in writing, to the Chief Administrative Officer within seven (7) calendar days after the reply to Step 1 has been given to the Union. The Chief Administrative Officer shall, within seven (7) calendar days of the submission of the grievance to Step 2, hold a meeting with the employee and the Union Grievance Committee. The involved Department Head shall attend this meeting. The Chief Administrative Officer shall, within seven (7) calendar days after such meeting, state, in writing, his decision on the matter to the Union.

Step 3

After receiving the decision at Step 2, the Union may, within seven (7) calendar days, appeal, in writing, the decision to the Staff Relations Committee of Council. The Staff Relations Committee shall hear the appeal, with the employee and the Grievance Committee, within fourteen (14) calendar days after receipt of the appeal. The Staff Relations Committee shall, within seven (7) calendar days of the appeal hearing, state, in writing, its decision on the grievance to the Union.

Step 4

Failing settlement being reached at Step 3, and within twenty-one (21) calendar days after the Union is notified,

- a. either party may refer the dispute to arbitration by giving notice to the other party in writing.
- b. The Parties may jointly apply to the Minister of Labour for grievance mediation. If no settlement is reached, the Parties may then make application for arbitration.

25.03 Where a dispute involves a question of general application or interpretation, the Town and the Union may agree to bypass Step 1 of this Article.

25.04 Replies to grievances shall be in writing for Steps 2 to 4.

25.05 Grievances settled satisfactorily within the time allowed shall date from the time the grievance was first filed.

25.06 The Town will supply the necessary accommodation for grievance meetings.

25.07 Amending of Time Limits

The time limit in both the grievance and arbitration procedure may be extended by written consent of the parties of this Agreement.

25.08 Witnesses

At any stage of the grievance or arbitration procedure the Parties may have the assistance of the employees concerned as witnesses, or other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrators to have access to any part of the Town's premises in order to view any working conditions which may be relevant to the settlement.

ARTICLE 26 – ARBITRATION

26.01 Composition of Board of Arbitration

- a. When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party to the Agreement.
- b. Within **twenty-one (21)** calendar days thereafter each party shall name an arbitrator to an arbitration board and notify the other party of the name and address of the appointee. The two so named shall within **twenty-one (21)** calendar days select a third person to act as chairman of the Board of Arbitration but should they not do so within **twenty-one (21)** calendar days, either party may apply to the Labour Relations Board to appoint a person to be Chairman.

26.02 Who May be An Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- a. is acting, or has in a period of six (6) months preceding the date of this appointment, acted in the capacity of Solicitor, legal advisor, counsel or agent to either of the parties.
- b. Has any pecuniary interest in the matters referred to the Board, other than being a taxpayer of the Town of The Pas.

26.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. The Board shall commence its proceedings within one (1) month after the Chairman is appointed. It shall hear and determine the difference of allegation and render a decision within one (1) month from the date of the hearing. The decision of the majority shall be the decision of the Board.

26.04 Decision of the Board

The decision of the Board of Arbitration shall be final and binding to both parties, but in no event, shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board in order to clarify the decision, which it shall do within three (3) days.

26.05 Expenses of the Board

Each party shall be responsible for:

- a. The fees and expenses of the arbitrator it appoints.
- b. One-half ($\frac{1}{2}$) the fees and expenses of the Chairman.
- c. One-half ($\frac{1}{2}$) of the expenses of the Arbitration Board for clerical assistance, supplies and rent of place to meet.

ARTICLE 27 – PERSONNEL FILE

27.01 An employee shall have the right at any time to have access to and review his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. There shall be only one (1) personnel file kept on each employee. The employee, upon written request and at his own expense, may receive a copy of any and all documents in his personnel file.

ARTICLE 28 – CONTRACTING OUT

28.01 Restrictions on Contracting Out

The Town agrees that it is preferable to have bargaining unit work performed by employees in permanent jobs. The Town therefore agrees that it will not contract out work without considering the following and will notify the Union, in writing, prior to any contracting out taking place, subject to Article 7.05.

Contracting out will not take place when the following conditions can be satisfied:

- a. in the opinion of the Town, the skills and equipment required to perform the work are available within the organization in sufficient quantity and quality to meet the time and cost parameters offered by a Contractor, and
- b. the skills and equipment available within the organization can be so re-allocated without undue interruption to other regularly required or scheduled work.

No employee, within the bargaining unit, shall be terminated, **laid off**, or **have hours reduced** as a result of any work being contracted out.

ARTICLE 29 – LABOUR MANAGEMENT NEGOTIATIONS

29.01 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Town as appointees of the Town, and not more than five (5) members of the Union as appointees of the Union. The Union will advise the Town of the Union nominees to the Committee.

29.02 Outside Representation

Both Parties shall have the right at any time to the assistance of an additional representative when dealing or negotiating.

29.03 Meeting of Committee

In the event of either Party wishing to call a meeting of the Committee, the Parties wishing to call the meeting shall notify the other Party. The said meeting shall be held at such a time and place as shall be fixed by mutual agreement. However, such meeting must be held not later than eight (8) calendar days after such notice has been given.

29.04 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, promotion or discharge of employees, grievance procedure and other working conditions, etc. shall be referred to the Bargaining Committee for discussion and settlement.

29.05 Time Off For Meeting

Any representative of the Union on this Committee who is an employee of the Town shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration.

ARTICLE 30 – STRIKES AND LOCKOUTS

- 30.01 The Town will not institute a lockout for any cause whatsoever during the term of this Agreement or while a new agreement is being negotiated.
- 30.02
- a. The Union will not cause or endorse any strikes either sit-down, stay-in, or any other kind of strike, or any other kind of interference or stoppage, total or partial, of any of the Town's operations, for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
 - b. Employees shall have the right to refrain from crossing picket lines. To refrain from crossing a picket line shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
 - c. It is agreed that the above right will be waived when emergency conditions exist (as determined by the Town).
- 30.03 The Plant Operators shall be deemed essential service employees. The work required to be performed by the Plant Operators during a work stoppage is to maintain essential services. Essential services means services that are necessary to enable the Town to prevent:
- a. danger to life, health or safety,
 - b. the destruction or serious deterioration of machinery, equipment or premises,
 - c. serious environmental damage, or
 - d. disruption of the administration of the courts or of legislative drafting.

ARTICLE 31 – RESPECTFUL WORKPLACE

31.01 The Union and the Employer jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

31.02 The Parties agree that there shall be no discrimination based on:

- ancestry, including color and perceived race
- ethnic background or origin
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- age
- marital or family status
- sexual orientation
- physical or mental disability
- membership or activity in the Union
- place of residence

31.03 The Employer and Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in a confidential manner by the Employer, the Union and the employee(s).

31.04 The definition of harassment shall consist of the definition contained in the *Human Rights Code* and shall further include the definition of harassment set out in the Respectful Workplace Policy SR 926.

Employees are encouraged to review the Respectful Workplace Policy available through the Employer's Policy Manual. Should the employer amend the Respectful Workplace Policy, the Employer agrees to provide the Union with a copy prior to implementation of the Policy.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT

THIS 10th DAY OF October 2017.

THE MUNICIPAL CORPORATION OF TOWN OF THE PAS

THE TOWN OF THE PAS THE EMPLOYEES UNION CUPE LOCAL 745

Brian Rogue

David McDonald

for MAYOR

MEMBER BARGAINING COMMITTEE

[Signature]

[Signature]

ASSISTANT CHIEF ADMINISTRATION OFFICER

MEMBER BARGAINING COMMITTEE

SCHEDULE "A"
CURRENT ARENA SCHEDULE

Presently the shift at the arena during the winter months is on a **four (4) day on four (4) day off** 12 hour shifts rotating from mornings to evenings each week.

Hours are:

Morning Shift 6:00 a.m. – 6:00 p.m. with a **twenty (20) minute** paid lunch
Evening Shift 12:30 p.m. – 12:30 a.m. with a **twenty (20) minute** paid lunch

A season in the arena is 1280 hrs per season. Which typically runs from September to the first week of April give or take a few days.

Pay is salary based on an 80 hr pay period not actual hours worked for the shift. This is so staff are paid on a constant throughout the season due to the shifting some pays would have been less and others more. But actual hours worked for the season still remains 1280 hrs.

APPENDIX "A" SCHEDULE OF WAGES

LOCAL 745 THE TOWN OF THE PAS EMPLOYEES

Effective January 1, 2017	0%
Effective January 1, 2018	1%
Effective January 1, 2019	1%
Effective January 1, 2020	1.5%

POSITIONS	Jan 1, 2017	Jan 1, 2018	Jan 1, 2019	Jan 1, 2020
<u>ENGINEERING DEPARTMENT</u>				
<u>Public Works Component</u>				
Public Works Supervisor	32.98	33.31	33.64	34.14
Lead Mechanic	32.82	33.14	33.48	33.98
Mechanic	27.14	27.41	27.68	28.10
Mechanic Helper/ Apprentice	23.51	23.75	23.99	24.35
Carpenter (Non- Ticketed)	24.09	24.33	24.57	24.94
Operator I (Class V No Air Brakes)	23.40	23.63	23.87	24.23
Packer				
Single Axle				
Sweeper				
Sidewalk Plow				
Sander				
Operator II (Class III with Air Brakes)	23.84	24.08	24.32	24.68
Asphalt Recycler				
Single and dual axle trucks with air				
Sewer Jet				
Garbage Truck				
Operator III (Class III with Air Brakes)	24.33	24.57	24.82	25.19

Grader				
Front End Loader Backhoe				
Crawler Tractor				
Dozer				
Excavator				
Vactor Truck				
Operator IV (Class III with Air Brakes and Boiler Ticket)	25.12	25.37	25.62	26.00
Water Meter Person	23.17	23.40	23.63	23.98
Water and Sewer Leadhand	24.65	24.90	25.15	25.53
Garbage & Sanitation Labourer	23.40	23.63	23.87	24.23
Water & Sewer Labourer	23.40	23.63	23.87	24.23
General Labourer	22.57	22.80	23.03	23.38
Student Labourer	13.13	13.26	13.39	13.59
Dog Catcher	22.57	22.80	23.03	23.38
<u>Water Treatment Component</u>				
Chief Plant Operator	29.32	29.61	29.91	30.36
Plant Operator III	25.75	26.01	26.27	26.66
Plant Operator II	24.10	24.34	24.58	24.95
Operator in Training	23.60	23.84	24.08	24.44
<u>Waste Disposal Component</u>				
Garbage Dump Attendant	21.84	22.06	22.28	22.61
Scale Attendant	21.84	22.06	22.28	22.61
<u>Engineering Administration Component</u>				
Engineering clerk	23.95	24.19	24.43	24.80
Draftsperson/Engineering Aide	23.51	23.75	23.99	24.35

Engineering Tech	24.00	24.24	24.48	24.85
<u>KELSEY RECREATION DEPARTMENT</u>				
<u>Wellness Centre Component</u>				
Facility Monitors	18.22	18.40	18.58	18.86
Front Desk Attendant	18.22	18.40	18.58	18.86
Fitness Instructor	20.06	20.26	20.46	20.77
Cleaners	19.33	19.52	19.72	20.02
Personal Trainers	22.74	22.97	23.2	23.55
<u>Winton Pool Component</u>				
Aquatic Supervisor	24.07	24.31	24.55	24.92
Qualified Lifeguard PT	21.26	21.47	21.68	22.01
Instructor/Guard - Start	21.77	21.99	22.21	22.54
After 12 months	23.27	23.50	23.74	24.10
Custodian	21.77	21.99	22.21	22.54
Cashier/Custodian - PT	19.59	19.79	19.99	20.29
<u>Arena Component</u>				
Cashier Ticket Taker	19.59	19.79	19.99	20.29
<u>MAINTENANCE DEPARTMENT</u>				
<u>Maintenance Component</u>				
Maintenance Labourer I	23.27	23.50	23.74	24.10
Maintenance Labourer II	24.07	24.31	24.55	24.92
<u>Arena Component</u>				
Arena Maintenance	23.67	23.91	24.15	24.51
<u>Pool Component</u>				
Pool Maintenance	24.07	24.31	24.55	24.92

<u>ADMINISTRATION DEPARTMENT</u>				
Museum Curator	20.51	20.72	20.93	21.24
<u>Administration Component</u>				
Administration Clerk	23.95	24.19	24.43	24.80
<u>Human Resources Component</u>				
Payroll Clerk	23.95	24.19	24.43	24.80
<u>Finance Component</u>				
Accounting Clerk	23.95	24.19	24.43	24.80
Floating Permanent Relief	23.95	24.19	24.43	24.80
Purchasing Agent	25.80	26.06	26.32	26.71
<u>RCMP Component</u>				
RCMP Clerk	23.95	24.19	24.43	24.80

Those employees who possess a 5th Class Boiler Ticket, but who's job description does not state such a ticket as a requirement, shall receive an additional one dollar (\$1.00) per hour for actual time worked operating the boiler

**LETTER OF UNDERSTANDING
BETWEEN
THE MUNICIPAL CORPORATION OF THE TOWN OF THE PAS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 745**

RE: RETURN FOR SERVICE AGREEMENT

Town of The Pas is committed to investing their resources in the training and development of their employees and potential employees. As such Town of The Pas promotes the attainment of marketable skills by sponsoring eligible employees through in-house and off-site training programs.

Town of The Pas has a reasonable expectation that the employee will apply the knowledge and skills on the job, as well as share this knowledge with other employees, whenever possible, to maximize the positive impact of the learned skills in their work environment.

Considering the significant investment that training represents, Town of The Pas will seek assurances in the form of this Return for Service Agreement, to ensure that the employee will not resign and seek alternate employment before the cost of the training is amortized. The Employee as such agrees to continue their employment with Town of The Pas for a minimum period of 24 months commencing from date of training completion.

Town of The Pas does recognize that specific training can be very costly to obtain.

For the positions requiring Water and Wastewater Operator Certification, Refrigeration Operator Certification, Boiler Ticket 4th/5th/Special, where the employer has covered the costs associated with training, the employee agrees to remain in the associated position for a period of at least 24 months. In the event the employee voluntarily leaves the position, they agree to repayment of training costs (tuition, books, travel expenses, meals, and accommodations) in accordance with the following table:

Repayment Terms

If an employee voluntarily leaves the organization for any reason other than death or disability, within 24 months of completion of training, the employee will be required to re-pay the cost of training on a pro-rated basis.

Be it understood that the amount of the agreement will not exceed the cost of the training program. Town of The Pas will reduce the value of the return for service at fixed intervals as the employee works off his or her obligations during the post-training period as outlined below.

Employment Interval:	Percentage of Repayment
6 months of employment	100% of amount
12 months of employment	75% of amount
18 months of employment	50% of amount
24 months of employment	25% of amount

Where sequential levels of training are required, the repayment terms reset and re-commence at the completion of the most recent training. Cost is defined as the cost of the most recent training session.

Where an employee undertakes training, and is unsuccessful and as a result cannot remain in their current position, as related to the training undertaken, the Return for Service Article is not Applicable.

In the event the employment relationship ends prior to the completion of 24 months of service, the employer reserves the right to deduct any monies owing related to this Article from the employee's final pay.

Where changes to Legislation or Regulation introduce the requirement for additional Certifications or License, this article will apply to the relevant positions.

I, (Employee Name), acknowledge that I have read and understand the terms and conditions of this Return for Service Agreement.

I shall indemnify Town of The Pas in the case of leaving the employment before the minimum period of service agreed upon in this agreement.

Furthermore, I, (Employee Name) agree that in the event that our employment relation is severed for any reason, other than death or disability, before the remaining balance of any monies owing in relation to this advancement for training is repaid, then the amount owing will be deducted from any severance/notice payments, with any remainder being pursued through legal means.

This 10th day of October 2017.

**THE MUNICIPAL CORPORATION
OF THE TOWN OF THE PAS**

**EMPLOYEES UNION
CUPE LOCAL 745**

Brian Boyle

for **MAYOR**

April McDonald

**MEMBER BARGAINING
COMMITTEE**

[Signature]

**ASSISTANT CHIEF
ADMINISTRATIVE OFFICER**

[Signature]

**MEMBER BARGAINING
COMMITTEE**

LETTER OF UNDERSTANDING
BETWEEN
THE MUNICIPAL CORPORATION OF THE TOWN OF THE PAS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 745

RE: BENEFIT REVIEW COMMITTEE

The Parties agree to form a Benefit Review Committee. The Committee will consist of no more than three members per Party.

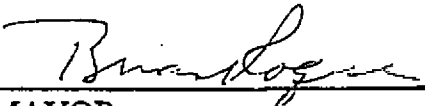
The Committee will compare different benefit carriers and options with the intent of looking for benefit plans where improvements to insurance and benefits could be achieved without incurred costs, or to obtain a lower rate on current or improved coverage. Such committee would complete its review and make recommendations to the Parties within one year of the ratification of the Agreement.

No changes to the benefit package, as a result of the Committee review, would be implemented without mutual agreement by the Parties through their individual ratification processes.

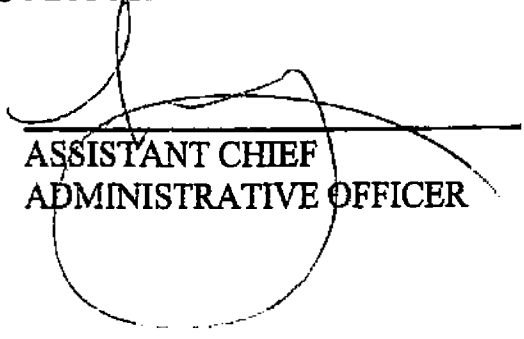
The Parties will review the Employee Family Assistance program/plan as part of the benefit review.

This 10th day of October 2017.

THE MUNICIPAL CORPORATION
OF THE TOWN OF THE PAS

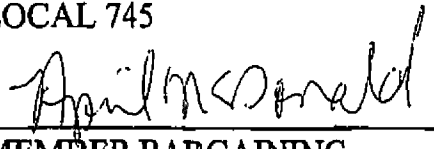


for MAYOR



ASSISTANT CHIEF
ADMINISTRATIVE OFFICER

THE TOWN OF THE PAS
EMPLOYEES UNION CUPE
LOCAL 745



MEMBER BARGAINING
COMMITTEE



MEMBER BARGAINING
COMMITTEE

LETTER OF UNDERSTANDING
BETWEEN
THE MUNICIPAL CORPORATION OF THE TOWN OF THE PAS
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 745

RE: EXPRESSION OF INTEREST – ARENA OPERATOR TRAINING

The Parties have discussed the above noted Expression of Interest in regards to the training to be provided for the Arena Operator position requirements.

It is further agreed that the number of Employees to participate in this training is a maximum of three (3).

The training period will follow the guidelines of Articles 3.09 and 10.03 within the Collective Agreement.

Due to the nature of the training, it has been agreed that the hourly rate for this training position will be \$22.57 per hour. This rate is currently the rate agreed to for the General Labourer position and will increase to \$22.80 effective January 1, 2017.

This 10th day of October 2017.

THE MUNICIPAL CORPORATION OF
THE TOWN OF THE PAS

THE TOWN OF THE PAS
EMPLOYEES UNION CUPE
LOCAL 745

Brian Payne

MAYOR

April McDonald

MEMBER BARGAINING
COMMITTEE

[Signature]

ASSISTANT CHIEF
ADMINISTRATIVE OFFICER

Clayton Rall

MEMBER BARGAINING
COMMITTEE

