

COLLECTIVE AGREEMENT

BETWEEN:



LOCAL 851

- AND -

TOWN OF SWAN RIVER

TERM OF AGREEMENT:

JANUARY 1, 2020 TO DECEMBER 31, 2024

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AGREEMENT made this 12th day of APRIL, 2023.

BETWEEN: MUNICIPAL CORPORATION OF THE TOWN OF SWAN RIVER, Manitoba, the Party of the First Part, hereinafter called "The Town",

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 851, CLC, the Party of the Second Part, hereinafter called "The Union".

ARTICLE 1 – PURPOSE

- 1.01 It is the desire and purpose of both parties to this collective agreement to:
- (a) improve relations between the Town and its employees;
 - (b) recognize the principles of joint discussion and negotiations pertaining to wage rates, hours of work and other conditions;
 - (c) promote and encourage efficient service up to a high standard; and
 - (d) to promote the morale, well being and security of all employees covered by this Agreement by promptly and earnestly attempting to resolve all disputes that arise between the Town and the Union during the term of this Agreement.

ARTICLE 2 – DEFINITIONS

- 2.01 Seasonal Employee - A "seasonal employee" means any employee who is hired on either a full-time or part-time basis to work in a position required only during a portion of the year, but who is subject to being laid off in accordance with this Agreement. All seasonal

employees will be laid off at the end of the season but (subject to operational needs) will be offered a recall based on seniority, provided there has not been a break in service of more than one (1) year.

A seasonal employee may bid for a posted full-time or part-time position and his seniority will be taken into account.

2.02 A "full-time employee" means an employee of the Town who is employed continuously throughout the year and scheduled on a continuous basis to work (35) thirty-five or (40) forty hours per week (depending on the classification) but who is subject to being laid off in accordance with this Agreement.

2.03 A "part-time" employee means an employee who is employed continuously throughout the year, but who has less than guaranteed full-time hours.

A part-time employee shall be scheduled on a continuous basis for a minimum of one (1) shift per week in their classification.

Such shifts shall be scheduled in accordance with Article 20 and wherever operationally possible, shall be scheduled based on employees' stated availability.

Part time availability: Employees shall provide an up to date availability sheet to the Employer at least once per month indicating the days/shifts the employee is available or interested in working. Any additional shifts available shall be offered based on this availability. Availability indicates a willingness to be called for an available shift, subject to acceptance of the shift by the employee at time of call.

Sign ups for available shifts: Predicted need available shifts will be posted four (4) weeks in advance and will remain posted for one (1) week. Shifts will be awarded as equitably as possible in accordance with Article 8.13.

A part-time employee is subject to being laid off in accordance with this Agreement.

- 2.04 A "term-employee" means an employee who is employed in a term position. Term employees will be recognized as having full-time or part-time status for the duration of their term. A term employee is subject to being laid off in accordance with this Agreement. A term employee has no right of recall.
- 2.05 Term Position - A "term position" is any position posted with regular, scheduled hours, and for a defined term of employment which may be based on time, the duration of a project or the duration of leave of absence. A term position will be of a maximum duration of one (1) year unless this period is extended with the agreement of the Union.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

An existing employee (other than casual) awarded a term position shall not be subject to a trial period as per this Agreement. A new hire or casual employee shall be subject to a probationary period as per this Agreement.

Where the Employer deems a term position to be of an indefinite length due to illness or injury, or for such other reason as indicated by the Employer and discussed with the Union, the term position shall be posted as "indefinite term".

Employees returning early from a leave necessitating a term position of defined length will provide the Employer with a minimum of two (2) weeks' notice.

Employees returning early from a leave necessitating a term position of indefinite length will provide the Employer with as much notice as possible.

Any employee filling a term position who is being displaced by a returning employee, shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

Term positions shall be posted and filled in accordance with Article 8 of this Agreement. If the successful applicant is not a new hire, upon

completion of the term position, that employee shall return to her former position.

- 2.06 A "casual employee" means an employee who is not scheduled on a continuous basis to work, but rather is offered work on an "as needed" basis with no regularly scheduled hours but who is subject to being laid off in accordance with this Agreement. A casual employee may refuse a call to work, but once a casual employee has accepted a shift (subject to being unable to work due to illness, or other reasons which would entitle him to leave under this Agreement) he is accountable to attend for the accepted shift. Any casual employee who does not work at least one (1) shift in twelve (12) months may be removed from the list of casual employees.

ARTICLE 3 – RECOGNITION

- 3.01 The Town recognizes the Union as the sole agency for the purpose of collective bargaining for all persons employed by the Town of Swan River except: the Chief Administrative Officer (**Town Manager**), **Assistant Chief Administrative Officer**, Chief Financial Officer (**Director of Finance**), **Director of Works**, Superintendent of Works, Assistant Superintendent of Works, Town Foreman, Safety Officer, **Director of Recreation**, **Hall Manager/Recreation Programmer**, Fire Chief, Fire Fighters and Contractors and their employees and those excluded by the *Labour Relations Act*.

The Union recognizes that from time to time the Town receives the benefit of work performed by workers engaged through programs funded by the Provincial, **Metis or First Nation Governments** or Federal Government. The Union agrees that it will not advance any position to the effect that such work as historically has been performed should be considered as "contracting out".

- 3.02 The Town agrees to recognize the Representatives of the Canadian Union of Public Employees to assist in negotiations, grievances or discussions between the parties.

ARTICLE 4 – DURATION

- 4.01 This Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2024 and shall continue from year to year thereafter unless either party gives to the other party notice in writing as per Article 4.02.
- 4.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiry date or the anniversary of such expiry date from year to year thereafter. Within thirty (30) calendar days of the receipt of such notice, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formulation of a new Agreement.

ARTICLE 5 - CHECK-OFF

- 5.01 The Town agrees to deduct from the wages of each employee covered by this Agreement such dues as are authorized in writing by the Union.
- 5.02 These dues shall be deducted from each employee's bi-weekly wages and forwarded to the Secretary-Treasurer of the Union together with a list of the employees from whose wages deductions have been made.
- 5.03 The Union agrees to indemnify and save the Town harmless against any claim or liability arising out of the application of this Article.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Subject to the terms of this Agreement, all rights and prerogatives of management are retained by the Town and remain exclusively and without limitation within the rights of the Town and its management. Without limiting the generality of the foregoing, the Town's rights shall include:

- (a) the right: to maintain order, discipline, and efficiency; to make alter and enforce, from time to time, rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;
- (b) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit;
- (c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and service; whether to make or buy goods and services; the schedules of work and of service, the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; the number of employees needed by the Town at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting time; and generally the right to manage the business affairs of the Municipal Corporation of the Town of Swan River shall be the right of the Town.

6.02 In the administration of this Agreement, the Town and the Union shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

6.03 No employee within the bargaining unit shall be terminated, laid off, or have hours reduced as a result of non-bargaining unit employees doing bargaining unit work. Non-bargaining unit employees may perform jobs which are included in the bargaining unit in cases of emergency, for purposes of instruction, confidentiality and/or whenever regular employees are not available in any capacity to perform the work.

It is understood that non-bargaining unit employees may briefly perform basic bargaining unit tasks on a non-regular basis, when employees are not immediately available to perform the work.

- 6.04 No full-time or part-time employee shall lose his job as a result of contracting out of services. Except in cases of emergency, the Employer will notify and consult with the Union as soon as a possibility of contracting out arises in order to consider alternatives prior to any contracting out.

ARTICLE 7 – WAGES

- 7.01 Employees shall be paid the rates of pay outlined in Schedule "A" attached to and forming part of this Agreement.
- 7.02 Payroll will be bi-weekly by direct deposit. Statements will be issued in a sealed envelope. If the Town moves to an electronic system, statements may instead be emailed upon mutual agreement with the employee.
- 7.03 Any employee who is designated by the Town and assigned, for a minimum of one (1) consecutive hour, to perform the duties of a higher paid classification shall be paid the rate of pay for that higher classification for all hours worked within the classification, only while performing the duties as assigned by the Town.
- Any periods less than one (1) full hour but of thirty (30) minutes duration or longer, shall be added cumulatively throughout the day, and if they equal at least one (1) hour in duration, this article will be deemed to apply.
- 7.04 If the Town agrees to any retroactive payments, it shall use its best efforts to make them within thirty (30) calendar days of the signing of the agreement requiring them.**

ARTICLE 8 - SENIORITY, LAY-OFF/RECALL AND JOB POSTING

8.01 Seniority

Seniority is defined as the total number of accumulated straight time paid hours in the bargaining unit since the employee last entered the service of the Employer.

Casual employee seniority will be tracked separately and shall only be utilized in relation to other casual employees.

Should a term, casual or seasonal employee become a regular full-time or part-time employee without a consecutive break in service greater than one hundred and eighty (180) calendar days, his seniority as a term, casual or seasonal employee will be credited towards him.

Any employee who is off on a maternity leave, parental leave, adoption leave, a medical leave (paid or unpaid) or any paid leave of absence, shall have that time credited when determining seniority. For an employee who is not full-time that shall be done based on his accumulated hours in the previous twelve (12) months (or portion thereof).

Seniority shall not be earned during periods of lay off.

8.02 An employee shall lose his seniority and his employment shall cease for any one (1) or more of the following reasons:

- (a) the employee resigns; or
- (b) the employee is discharged for just cause by the Town; or
- (c) the employee has been on layoff continuously for twelve (12) months if a seasonal employee or for twenty-four (24) months if a permanent employee; or
- (d) the employee fails to return to work after being recalled in accordance with Article 8.09; or

- (e) the employee is absent from work without an explanation acceptable to the Town for a period of two (2) or more working days; or
- (f) the employee fails to return to work on the day specified in accordance with an approved leave of absence; or
- (g) the employee, in a work related context, commits an act of theft, violence or wilfully destroys the property of others.

8.03

- (a) The Town agrees to supply the Union Local President in January of each year with a seniority listing of all employees showing their names, classifications and date of hire, and hours of seniority. Where two (2) or more employees have the same seniority date, the employee who had most recently made written application for employment with the Town shall be deemed to be the least senior of those employees.
- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union agrees to have in place reasonable safeguards for maintaining the security of the information provided.

8.04

Layoff/Recall

- (a) In the event of the layoff of a full-time or part-time employee, he shall be given fourteen (14) calendar days advance notice.
- (b) In the event of the layoff of any other employee, he shall be given two (2) working days advance notice.

8.05

In lieu of the appropriate period of notice in 8.04, the Town shall pay the employee for the number of days he would have worked in the notice period.

8.06

When reducing staff, senior employees will be retained providing they have the necessary knowledge, skills and abilities and they are capable, in the opinion of the Town, to perform the required work.

- 8.07 Employees will be recalled to work in order of their seniority providing they have the necessary knowledge, skills and abilities and they are capable, in the opinion of the Town, to perform the required work.
- 8.08 No new employee will be hired until those qualified employees on layoff have been given an opportunity of recall.
- 8.09 Notification of recall shall be done either by registered letter to the employee's last known address on file with the Town or by direct contact with a management representative of the Town. Failure to be available for work within fourteen (14) calendar days of receipt of notification of recall shall result in loss of seniority and any further right of recall and termination.
- 8.10 The Town may proceed to recall the next most senior employee where the most senior employee is unable to report to work immediately as required by the Town.
- 8.11 Job Postings
- The Town will post a notice of vacant positions on the bulletin boards for a minimum of seven (7) calendar days. Such notice shall contain the following information: the classification of the position, the general duties, the qualifications required including necessary knowledge, education, skills and abilities, the wage rate, shift and other pertinent information which the Town may deem necessary
- 8.12 When a job vacancy occurs or when a new position is created, the Town shall notify the Union in writing. Where the Town determines there is adequate work to justify the posting and filling of a position, the Town shall make such posting and fill the position as soon as is reasonably practicable.
- When the Town creates a new classification, it shall immediately notify the Union in writing and the parties shall negotiate in good faith and attempt to reach agreement on the compensation and other relevant terms and conditions of employment for the classification. If they cannot agree, then the matter may be referred to arbitration under

this Agreement and the Arbitrator shall have the jurisdiction to set the compensation and other relevant terms and conditions of employment for the classification. Such award shall be retroactive to the date the classification was introduced.

8.13 Employees who indicate in writing to the Town that they wish to work additional hours shall be offered such work when available providing they have the required qualifications, the ability to perform the work and have been orientated to the department. Such additional hours shall be offered to such employees on the basis of seniority (provided no overtime is incurred) as follows:

- (a) First, among part-time employees from the classification where the shift is available;
- (b) Second, among casual employees within that classification;
- (c) Third, among part-time employees from other classification;
- (d) Fourth, among casual employees from other classifications.

If after going through the above process there is still the need to assign additional hours, they will be offered to full-time employees at overtime rates, in the classification in order of seniority, and then, if need be, to full-time employees from other classifications, and then in accordance with this list at applicable overtime rate as per Article 21.

8.14 The Town may run coincidental outside advertisements for any vacant position. External applicants will be considered only after internal applicants have been given consideration.

8.15 Both parties recognize that promotional opportunity for qualified employees should increase in proportion to length of seniority. Where knowledge, skills, abilities and performance records of employee applicants are relatively equal, seniority shall be the deciding factor.

The sole judge of the qualifications and suitability of any employee applying for a vacant position shall be determined by the Town whose decision shall be final in each and every instance, provided that it

shall not exercise this power in a way which is arbitrary, discriminatory or in bad faith.

For promotions outside the bargaining unit an employee shall maintain their seniority during the trial period. Upon completion of the trial period, should the employee be remaining in the position, they shall lose their seniority within the bargaining unit. This period shall be subject to Article 8.16.

8.16 An employee who has been promoted or transferred will be allowed a trial period of up to one hundred (100) calendar days to prove his competence in the new position. During this trial period, should the employee prove to be unsatisfactory in the new position, the Town may remove the employee from the position and return him to his former position and wage rate without any loss of seniority. Alternatively, during this trial period or the employee may voluntarily return to his former position. Other employees affected shall be returned to their former positions as required, without loss of seniority, with as much notice as possible. After the successful completion of the trial period, the transfer or promotion shall be considered permanent.

8.17 Any employee covered by this Agreement who has given good and faithful service to the Town, who through advancing years or temporary disablement, is unable to perform his regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he is assigned. The Town shall not be required to create a position or to create work in the foregoing situations but may rebundle job tasks. In all cases the Town, the Union and all employees shall make all reasonable efforts to accommodate the employee to the point of undue hardship.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 New full-time employees shall serve a probation period of six (6) months.

New employees other than full-time shall serve a probation period of one thousand and forty (1040) hours worked, or one calendar (1) year from the employee's start date, whichever is less.

- 9.02 Neither the Union nor the employee shall challenge the termination of an employee during their probation period, except on the basis that the termination was arbitrary, discriminatory or in bad faith.
- 9.03 Where an employee successfully completes their probationary period, they shall then obtain seniority back to their last date of hire.
- 9.04 A probationary employee may be required to successfully pass a medical examination by a qualified physician to determine the employee's fitness to perform the work for which he was hired. Failure to obtain an appropriate medical certificate of his fitness for work shall result in a probationary employee's termination of employment.

ARTICLE 10 - JOINT ADVISORY COMMITTEE

- 10.01 A Labour Management Committee shall operate during the term of this Agreement consisting of not more than four (4) employees and an equal number of Town/Representatives who shall meet at least once every six (6) months to discuss working conditions, economy of operation, quality, and quantity of service, and other matters to promote a more harmonious relationship between the Town and its employees. The Labour Management Committee shall meet at the request of either party, and more frequently as needed on the request of either party with at least four (4) weeks' notice to the other party. Either party may invite the other to have in attendance certain persons who particularly would be relevant to the matters to be discussed, and if so, the parties shall make best efforts to schedule the meeting so that such person(s) can attend.

ARTICLE 11 – DISCIPLINE

- 11.01 An employee, other than a probationary employee, may be disciplined, suspended or discharged only for just cause.

11.02 An employee shall be advised promptly in writing by the Town of the reasons for his discipline, suspension or discharge. The Union shall be provided a copy by the Town.

11.03 An employee required to attend a disciplinary meeting shall be informed of the right to Union Representation and may elect to have a representative from the Local Union attend. At any other meeting with the Employer an employee may request and be entitled to Union Representation if they choose.

The Union shall supply the Employer with an up to date list of Union Representatives who shall be able to attend meetings with the Employer. In no case shall the Employer unreasonably deny an employee access to a particular Union Representative. In no case shall the availability of Union representation unreasonably deny a meeting with an employee.

The employee shall receive a copy of any disciplinary notice, and the Union shall receive a copy.

11.04 If any employee feels that he has been unjustly suspended or discharged (including probationary employees, subject to Article 9.02) he shall have the right to file a grievance with the assistance of the Union. Such grievance must be filed in writing with the Town Council (Step Two) within seven (7) calendar days of the employee being first notified of his suspension or discharge. If the employee does not file the grievance within the time limit, the right to grieve that issue shall be lost unless the parties have agreed in writing to extend the time limits.

11.05 In the event an employee is discharged, he will be paid his wages and vacation pay owing to him by the Town within five (5) office working days.

ARTICLE 12 - GROUP BENEFIT PLANS

12.01 Pension Plan

Every eligible employee, as a condition of employment shall join the Pension Plan provided by the Town. Both the employee and Town shall make contributions in accordance with the provisions of the Plan. The parties agree that eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

12.02 Life Insurance Plan

Subject to eligibility under the Plan text the Town agrees to make premium payments to the carrier of the Group Life Policy which provides benefits to an employee's beneficiary in the amount of one (1) or two (2) times an employee's annual regular earnings. Fifty percent (50%) of the premiums shall be deducted from the wages of covered employees. The parties agree that eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

12.03 Long-Term Disability

Subject to eligibility under the Plan text the Town agrees to make one hundred percent (100%) of the premium payments to the carrier of the Long Term Disability Plan. The parties agree that eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

12.04 Dental Plan

Subject to eligibility under the Plan text the Town agrees to make one hundred percent (100%) of the premium payments to the carrier of the Dental Plan. The parties agree that eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

12.05 Extended Health Plan

Subject to eligibility under the Plan text the Town agrees to make one hundred percent (100%) of the premium payments to the carrier of the Extended Health Plan which includes a Pay Direct Drug Card. The parties agree that eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

12.06 Health Spending Account

A Health Spending Account (HSA) shall be made available for all employees. The purpose of the HSA shall be to top up existing benefits provided within the plan, and to cover medical needs and services not covered within the plan including but not limited to such things as Massage, Orthotics, medical supplies, etc.

The annual HSA benefit shall be effective January 1, 2022, and onward.

**\$500.00 for full-time employees
\$250.00 for part-time employees**

For the purpose of the HSA, an employee is deemed to qualify for full-time benefit if they have been paid for a minimum of one thousand five hundred (1500) hours in the previous calendar year.

ARTICLE 13 - ANNUAL VACATION

13.01 A permanent employee shall earn paid vacation as follows:

- (a) two (2) weeks after one (1) complete continuous year of service; or
- (b) three (3) weeks after two (2) complete continuous years of service; or

- (c) four (4) weeks after eight (8) complete continuous years of service; or
- (d) five (5) weeks after fifteen (15) complete continuous years of service; or
- (e) six (6) weeks after twenty (20) complete continuous years of service.

13.02 No vacation shall be earned during periods of unpaid leave of absence.

13.03 Where a full-time or part-time employee is hospitalized during his scheduled vacation period, he is eligible to claim sick leave and have the balance of his vacation reinstated for use at a later date. The employee must provide proof of hospitalization in order to utilize his sick leave.

13.04 For clarity, only full-time and part-time employees will receive scheduled vacation time off based on years of service. All other employees shall receive vacation pay on each cheque (4%, 6%, 8%, 10%, 12%) as the case may be based on years of service.

Full-time and part time employees will have vacation pay banked on an ongoing basis and be paid when they take vacation as per 13.01.

Part-time employees shall earn vacation pay on a pro rata basis in accordance with hours worked at straight time.

Vacation pay shall be calculated on all straight time hours worked.

13.05 The vacation year shall be from January to December.

ARTICLE 14 - GENERAL HOLIDAYS

14.01 The following days shall be observed as paid general holidays:
New Year's Day Labour Day
Good Friday Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Louis Riel Day
Truth and Reconciliation Day	

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday, provided that where any of the said days fall on a Saturday or Sunday the following working day shall be observed as the holiday.

- 14.02 An employee is entitled to his regular pay for a general holiday on which he does not work in accordance with the *Employment Standards Code*.
- 14.03 An employee required to work on a general holiday will, in addition to general holiday pay, be paid one and one-half (1½) times his regular pay for such time worked.
- 14.04 Part time and Seasonal Employees shall be paid for general holidays in accordance with Section 23 (2) of the *Employment Standards Code*.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 Where any unpaid leave of absence is for a period in excess of thirty (30) calendar days, vacation and sick leave shall not accumulate for an employee's utilization. Where any unpaid leave of absence is for a period in excess of ninety (90) calendar days, the employee is responsible to pay for 100% of the premiums for the Group Benefits Plan.
- 15.02 General Leave
- (a) Where the requirements of the Town operations permit, an employee will be granted a leave of absence without pay for good and sufficient reasons providing the employee makes application in writing to the Town stating the length of absence including the date of return to work and the reason for the leave

at least five (5) calendar days in advance of the start of the requested leave.

- (b) An employee shall utilize all accumulated vacation credits prior to commencing any general leave of absence.
- (c) No leave of absence shall be sought or granted where the purpose enables an employee to accept temporary work elsewhere. Any infraction of this provision shall result in the employee's loss of seniority and termination of employment.

15.03 Union Leave

Employees authorized to be absent from work on approved Union business shall continue to be paid by the Town as follows:

- (a) One (1) employee may attend a grievance meeting to represent the grieving employee's interests without loss of regular pay;
- (b) Three (3) employees may attend negotiations or conciliation meetings without loss of regular pay.

15.04 The Town shall grant a leave of absence without loss of pay, benefits, or seniority, for Union Business where it receives a written request from the employee or the Union at least fourteen (14) calendar days in advance of the requested leave. Such Union Leave shall be granted whenever operationally feasible and shall not be unreasonably denied. Where the Town pays an employee for leave under this provision, the Union agrees to reimburse the Town 125% of the wages paid to the employee for all hours when the employee was absent from work on the Union leave.

15.05 A Shop Steward shall limit his activities to such time periods so that they do not interfere with or disrupt the operation of the Town. The Town will normally permit the Shop Steward to conduct Union business during his working hours providing the Shop Steward has requested permission from the Town prior to conducting the Union business and subject to the request being for a reasonable period of time in the opinion of the Town.

15.06 An employee who is elected or selected for a full-time paid position with the Union or an organization to which the Union is affiliated shall be granted a leave of absence without pay or loss of seniority for a period of one (1) year. Such leave may be renewed each year on written request from the employee during his approved leave of absence.

15.07 Public Office Leave

The Town recognizes the right of an employee to participate in public affairs. The Town shall allow a leave of absence of up to eight (8) weeks without pay or loss of seniority so that the employee may be a candidate in a federal, provincial or municipal election.

15.08 Maternity, Paternity and Adoption Leave

The Town agrees to grant leaves of absence for maternity, paternity, and adoption in accordance with the *Manitoba Employment Standards Code*, Division 9.

15.09 Bereavement Leave

- (a) Where there is a death in the immediate family of an employee, **they** shall be granted bereavement leave pursuant to sub-articles (b), (c), (d), (e), (f) and/or (g).
- (b) For the purposes of this Article, immediate family shall mean spouse, common-law spouse, father, mother, step-father, step-mother, brother, sister, child, **niece, nephew**, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, **grandparent-in-law**, grandchild, or **any other person the employee considers to be like a close relative**.
- (c) In the case of death of a spouse, common-law spouse, child or grandchild, **full-time employees shall be entitled to five (5) consecutive working days including the day of the funeral. Part-time employees shall be entitled to the shifts for which**

they are scheduled within the five (5) day period including the day of the funeral, but not less than two (2) days without loss of regular pay.

- (d) In the case of death of any other member of his immediate family, **full-time employees shall be entitled to three (3) consecutive working days including the day of the funeral without loss of regular pay. Part-time employees shall be entitled to the shifts for which they are scheduled within the three (3) day period including the day of the funeral, without loss of regular pay.**
- (e) Where an employee is required to attend a funeral as a pallbearer for someone other than an immediate family member, he shall be granted up to one (1) day without loss of regular pay at the discretion of the Town.

Where an employee wishes to attend a funeral as a mourner leave may be taken utilizing banked time or vacation time, or the employee may request an unpaid leave of absence, to be granted at the discretion of the Town.

- (f) One (1) bereavement leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date. This day must be used within one (1) year.
- (g) **Should the bereavement include the employee attending a funeral, or memorial service, held a distance of four hundred (400) kilometers or greater from the Town of Swan River, the employee may request an extra day for travel from banked time or vacation time, or the employee may request an unpaid leave of absence, to be granted at the discretion of the Town.**

Additional bereavement leave without pay may be granted at the discretion of the Town.

15.10 Jury or Court Duty Leave

The Town shall grant leave of absence with pay to an employee who is subpoenaed as a court witness or summoned for jury duty providing the employee is not appearing as a witness in his own personal matters. The employee shall remit to the Town all witness fees or jurors fees, excluding payment for travelling, meals and other expenses together with proof of service and the amount of pay received.

ARTICLE 16 - SICK LEAVE

16.01 An employee is permitted to be absent from work on sick leave only by reason of being unable to perform the duties of his position due to illness or injury. The employee shall be paid for such absences only on his scheduled days of work and providing he has accumulated sick leave credits. Paid absences on sick leave shall be deducted from sick leave credits.

16.02 Sick leave credits shall accumulate at the rate of two (2) days per month (20 to 25 working days) worked to a maximum of one hundred and twenty (120) working days for full-time employees. Part-time employees accumulate sick leave credits on a pro-rata basis.

Only permanent and part-time employees shall accumulate sick leave credits. Casual employees do not have sick time or sick leave credits. Richardson Recreation and Wellness Centre employees who had sick leave accumulated before joining the bargaining unit will carry it forward under this agreement.

16.03 The Town and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse shall result in severe disciplinary action. The Union also agrees to assist the Town to the fullest extent to ensure that there shall be no abuse of sick leave.

16.04 The Town may require an employee to produce a medical certificate or report as proof of the validity of his claim for sick leave. Failure to

provide adequate proof of illness shall disqualify an employee from receiving paid sick leave and may result in disciplinary action.

- 16.05 Sick leave utilization is permitted for an employee's attendance at a medical, dental, chiropractic, or optometric examination or treatment providing the Town has granted prior approval.
- 16.06 Up to **eight (8)** days per year may be used of employee's sick leave for attending to a sick family member. Definition of family shall be:
- (a) **a brother, sister, stepbrother, stepsister, uncle, aunt, nephew, niece, grandchild, or grandparent of the employee or of the employee's spouse or common-law partner; or**
 - (b) **a parent of the employee's spouse or common-law partner; or**
 - (c) **a current or former foster parent of the employee or of the employee's spouse or common-law partner; or**
 - (d) **a current or former foster child, ward, or guardian of the employee or of the employee's spouse or common-law partner; or**
 - (e) **the spouse or common-law partner of a person mentioned in any of clauses (a) to (d); or**
 - (f) **any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage, or common-law relationship.**

ARTICLE 17 - WORKERS' COMPENSATION

- 17.01 When an employee is involved in an accident in the course of his duties, he must report the accident immediately to the Town.
- 17.02 If the accident results in an absence from work, the employee must provide a medical certificate from his physician.

- 17.03 Any entitlement to Workers' Compensation benefits shall be paid directly to the employee by the Workers Compensation Board.
- 17.04 The Town agrees to supplement the payment the employee receives from the Workers' Compensation Board for a maximum of fourteen (14) months so that the employee maintains his regular net pay at the time of the accident. The employee is responsible to maintain payment on all required employee contributions towards the Group Benefit Plans.
- 17.05 During the period an employee is claiming Workers' Compensation benefits, he shall contact the Town to advise the Town of his date of return to work.

ARTICLE 18 - PRE-RETIREMENT BONUS

- 18.01 Permanent employees retiring at age 55, or over, with at least five (5) years of seniority shall be paid a pre-retirement bonus on the basis of four (4) days per year of seniority.
- 18.02 Calculation of pre-retirement bonus entitlement shall be based on the employee's seniority on the date of retirement.
- 18.03 Seasonal employees shall be paid a pre-retirement bonus as specified above on a pro-rata basis. Calculation will be based on the following formula:

$$\frac{\text{Average Annual Hours actually Worked from Last day of Employment}}{\text{Annual Full Time Hours}} \times \text{Entitlement of a Permanent Employee}$$

- 18.04 Payment shall be made in a lump sum on retirement or termination.
- 18.05 This benefit shall accumulate to a maximum of twenty-five (25) years of seniority (100 days) and is only paid upon the employee's death, retirement, or termination of service.

ARTICLE 19 - GRIEVANCE AND ARBITRATION PROCEDURE

- 19.01 A grievance shall be defined as an allegation by an employee, the Union, or the Town that there has been a violation or misinterpretation of this Agreement. The parties agree to make an earnest effort to settle grievances.
- 19.02 Step One: The grievor will first submit the grievance to a Shop Steward or Union Representative who shall then submit the grievance in writing to the appropriate Department Head of the Town within fourteen (14) calendar days of the event giving rise to the grievance. The written grievance shall set forth the nature of the grievance, the article(s) of the Agreement allegedly violated, and the remedy or correction required. The Department Head shall respond within seven (7) calendar days of receiving the written grievance.
- 19.03 Step Two: If the matter is not resolved in Step One, the grievance must be submitted to the Town Council within seven (7) calendar days. The Town Council or a designated committee shall meet with the employee and Shop Steward or Union Representative to discuss the grievance within seven (7) calendar days. Following such a meeting, the Town Council shall respond within seven (7) calendar days.
- 19.04 The Town or the Union may initiate a grievance within fourteen (14) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to Step Three.
- 19.05 Step Three: If a grievance is not resolved under the foregoing it must be submitted to an Arbitrator acceptable to both parties, unless the Union elects not to proceed.
- 19.06 Where the parties are unable to agree upon an Arbitrator within twenty (20) calendar days, the Manitoba Labour Board shall be requested to make an appointment.

- 19.07 In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render his decision within thirty (30) calendar days from the last day of the hearing. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.
- 19.08 The decision of the Arbitrator shall be final, binding and enforceable on both parties and on any employee affected by it. The Arbitrator's expenses shall be borne one-half by the Town and one-half by the Union.
- 19.09 Unless a request to initiate or process a grievance is made within the mandatory time limits stated above, the grievance shall be deemed to be settled on the basis of the Town's reply or the Union's reply. The time limits stated above may be extended only by the mutual written consent of the parties.

ARTICLE 20 - HOURS OF WORK

- 20.01 (a) The normal hours of work for full-time non-clerical employees shall be eight (8) hours per day and forty (40) hours per week. The normal hours of work for full-time clerical employees shall be seven (7) hours per day and thirty-five (35) hours per week.
- (b) The normal workday for non-clerical employees shall start at 7:30 a.m. and end at 4:30 p.m. from Monday to Friday inclusive. The normal workday for clerical employees shall start at 8:30 a.m. and end at 4:30 p.m. from Monday to Friday inclusive.
- (c) Clerical employees in the R.C.M.P. office shall have three (3) work periods. The first work period is 8:00 a.m. until 4:00 p.m.; the second work period is 9:00 a.m. until 5:00 p.m. and the third work period is 4:00 p.m. until midnight. In each work period there shall be one (1) hour interval for lunch and two (2) fifteen (15) minute rest breaks. The normal hours of work shall be seven (7) hours per day from Monday to Saturday. Such

clerical employees shall be paid the same shift premium as other clerical employees in the R.C.M.P. office are being paid.

(d) Hours of work for Richardson Recreation and Wellness Centre employees, are as follows:

i. Pool Operator

The normal hours of work for the pool operator shall be five (5) consecutive shifts of eight (8) hour shifts that fall between one-half ($\frac{1}{2}$) hour before opening and one-half ($\frac{1}{2}$) hour after closing, normally with a weekend day off. A one-half ($\frac{1}{2}$) hour unpaid lunch break will be taken such that the normal hours of work will be eight (8) consecutive hours per day and forty (40) hours per week.

ii. Deck Supervisors

The normal hours of work for the deck supervisors shall consist of five (5) consecutive shifts of eight (8) consecutive hours, exclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch break, between one-half ($\frac{1}{2}$) hour before opening and one-half ($\frac{1}{2}$) hour after closing, normally with a weekend day off. The normal hours of work will be eight (8) hours per day and forty (40) hours per week.

iii. Customer Service Representatives

The normal hours of work for full-time customer service representatives shall consist of five (5) consecutive shifts of eight (8) consecutive hours, between one-half ($\frac{1}{2}$) hour before opening and one-half ($\frac{1}{2}$) hour after closing, normally with a weekend day off. A running paid lunch shall be part of the eight (8) hour shift.

Part-time customer service representatives shall be scheduled for shifts of no more than eight (8) hours. A half hour paid running lunch shall be part of the shift.

iv. Lifeguards

The normal hours of work for full-time lifeguards will be five (5) consecutive shifts of eight (8) hours, exclusive of a one-half ($\frac{1}{2}$) hour unpaid lunch for five (5) days in a week. The shifts shall be scheduled between one-half ($\frac{1}{2}$) hour before opening and one-half ($\frac{1}{2}$) hour after closing, normally with a weekend day off.

Part-time lifeguards shall work regularly scheduled shifts with no shifts being less than three (3) hours unless the lifeguard agrees to a shorter scheduled shift.

(c) **Hours of work for Arena and Parks employees, are as follows:**

- i. **The normal hours of work for full-time employees will be eight and one-half (8½) hours, with an unpaid one-half ($\frac{1}{2}$) hour lunch. Scheduling of all hours will be dependent on needs and will include evening and weekend shifts. For Arena work, during evening (any shift that starts at noon or later), and weekend shifts (any shift that starts between noon Friday and midnight Sunday), the shifts will be eight (8) hours, with a one-half ($\frac{1}{2}$) hour paid lunch included, during which the employees must remain at the facility and be available for work, if needed.**
- ii. **Casual employees will be scheduled based on operational requirements.**

- (f) The Town reserves the right to temporarily change the normal starting time, the normal finishing time and the normal days of work where there is a special demand for services which includes but is not limited to snow ploughing, snow removal, sanding operations, street sweeping, road repair, flooding emergencies, or essential services. The above changes may be made upon eight (8) hours prior notice to the employees

concerned without any requirements for the Town to pay overtime to such employees.

20.02 A rest period of fifteen (15) minutes with pay will be provided to each employee who works a shift of at least three (3) hours. Where the employee is working a shift of at least seven (7) hours, he shall be entitled to a second rest period of fifteen (15) minutes with pay.

Notwithstanding Article 20.01, a permanent employee who reports for work as scheduled, but is unable to commence or continue his duties for reasons beyond his control and is sent home, shall receive a minimum of three (3) hours pay at his regular hourly rate.

20.03 Scheduling and Shift Changes for Richardson Recreation and Wellness Centre Employees and Arena and Parks employees, are as follows:

- (a) The Employer shall post a schedule including start time and finish time of all employees a minimum of two (2) weeks in advance, subject to change when unexpected events occur.
- (b) The Employer agrees to provide twenty-four (24) hours' notice when requesting a change in the schedule.
- (c) Mutual agreement between employees to a shift change of shifts of equal value shall be allowed if prior written consent of the **Director of Recreation** has been obtained. Once such a shift exchange has been approved, the employee accepting the shift is responsible for attendance as if it were their own shift.
- (d) Part-time employees will be scheduled as equitably as reasonable taking into account seniority, willingness to work and the desire to spread hours among all the employees willing to work.
- (e) Casual employees will be scheduled based on operational requirements.

20.04 A utility employee who is required to be on-call outside of normal hours of work will be paid one (1) hour at their current rate for every 8 hours that they are on-call. Instead of cash payment, the utility employee may receive time off at the rate of one (1) hour for every eight (8) hours that they are on call. This time off will be requested by the utility employee and mutually agreed upon by the employer and the utility employee.

A utility employee who is required to be on-call will carry the water treatment plant cell phone and shall remain within cell phone range or set up call forwarding to a landline where the utility employee is residing. The utility employee will answer all calls to the cell phone and shall remain within a twenty-five (25) minute drive of the Water Treatment Plant at all times. If the utility employee is required to work while they are on-call, they will be paid according to Article 21 of the Collective Bargaining Agreement.

20.05 A "flex time" approach to the daily work is recognized as sometimes necessary to complete tasks while allowing flexibility. Employees and the Employer may establish flexible work hours, which are to be recorded in a format designed and approved by the immediate supervisor or designate.

Conditions of flex time are:

- (a) Mutual agreement between the employee and Employer;
- (b) There would be no disruption of work.

ARTICLE 21 – OVERTIME

21.01 Overtime shall be all authorized hours worked in excess of the normal daily or weekly hours of work.

21.02 Overtime work shall be **allocated as set out below, except in cases of emergency:**

If overtime is “same day” employees working on a project shall be allowed to continue to work on that project, in the same position, to completion of the available hours of overtime work.

If there is “same day” overtime available where no one is currently working management will offer the overtime hours for that vacancy first to the department personnel, starting with the highest seniority that is capable of performing the work, and continuing down the list until the vacancy is filled.

If the entire seniority list for the department has been gone through then it will be offered to employees of other Town departments, starting with the highest seniority that is capable of performing the work.

Any overtime that does not immediately follow regular working hours will be offered to employees of the department, starting with the highest seniority that is capable of performing the work. In the case that no one on the seniority list of the department who is capable of performing the work where the work is available takes the overtime, it will be offered to other Town departments starting with the highest seniority and capable of performing the work.

Capability to perform the work shall be determined by the Town, acting reasonably.

21.03 All time worked in excess of the normal hours of work shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate for the first four (4) hours and at two (2) times thereafter for time worked on the same day, except that all overtime worked on a Sunday shall be paid for at the rate of two (2) times the employee's regular hourly rate.

Instead of cash payment for overtime, an employee may receive time off at the overtime rate at a time requested by the employee and mutually agreed upon by the employer and the employee. Maximum accumulation annually of such bank time is eighty (80) hours.

Any such request for bank utilization time off should be requested at least seven (7) calendar days before the time off date that is requested, unless an emergency situation arises, at which time every effort will be made by the employer to accommodate the employee.

The yearly banked overtime period shall be considered to be January 1, to December 31 in a calendar year.

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.

Banked time is not 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.

For the period of June 15 to September 15 any requests for time off as subject to a requirement to first utilize remaining unscheduled vacation time before banked time is accessed, unless otherwise mutually agreed. It is understood that any request for time off of one (1) day or less shall not be subject to this requirement.

- 21.04 Overtime worked on a general holiday shall be paid for at the rate of two (2) times the employee's regular hourly rate for all hours worked.
- 21.05 If an employee has left his place of work and he is called in for overtime, he shall be paid for all such time at the rate of one and one-half (1½) times the employee's regular hourly rate, provided the employee shall be paid for a minimum of two (2) hours.

- 21.06 An employee required to work three (3) hours or more of unscheduled overtime, on a normal workday, shall be provided with a meal.

ARTICLE 22 - SHIFT PREMIUM

- 22.01 Employees, other than R.C.M.P. Clerical employees, and employees working in Recreation or Parks shall receive a shift premium of one dollar and twenty-five cents (\$1.25) per hour in addition to their regular hourly rate for all hours worked other than the regular working hours from 7:30 a.m. to 4:30 p.m.

- 22.02 For Richardson Recreation and Wellness Centre employees the premium wage rate for teaching Aqua Fit and Advanced Aquatic instruction is \$21.

- 22.03 A Lifeguard/Instructor acting as supervisor when a Deck Supervisor, Recreation Operations Coordinator or General Manager of Recreation is not available shall receive a shift premium equal to one-half (1/2) of the difference between the rate of the Lifeguard/Instructor and that of the Deck Supervisor in addition to their regular rate of pay.

The Lifeguard shall only be required to perform the basic duties of the Deck Supervisor such as directing workflow while receiving this premium. Should additional duties beyond the basic duties be required, they shall be paid in accordance with Article 7.03 for all time worked while acting in that capacity.

For Richardson Recreation and Wellness Centre employees prep time of thirty (30) minutes for each session of classes and a further thirty (30) minutes for each class within each session is to be recognized as paid work time.

- 22.04 Employees shall not be paid shift premium for hours when they are receiving overtime rates.

ARTICLE 23 - UNION SECURITY

- 23.01 The Town and the Union agree that there will be no discrimination or harassment against any employee as defined by the Manitoba *Human Rights Code* and/or the *Labour Relations Act*, and it is further agreed that both parties will work together in recognizing and dealing with such problems whenever they arise.
- 23.02 Copies of all resolutions of Town Council which affect this Agreement are to be:
- (a) forwarded to the President of the Local Union and
 - (b) posted on bulletin boards in the work location affected.
- 23.03 A Union Representative must seek and obtain the prior approval of a management representative of the Town before speaking with any employee during that employee's working hours.
- 23.04 The Town shall not unreasonably deny access to a Union Representative for the purpose of brief conversation with any employee.
- 23.05 A copy of all letters of hire, layoff, discipline and termination will be provided to the Union.
- 23.06 A bulletin board will be available in the Town shop, the Town office, the Town arena and the Richardson Recreation and Wellness Centre, on which the Union will be entitled to post appropriate communications to its pool members.

ARTICLE 24 - SAFETY

- 24.01 The Town and the Union shall co-operate in ensuring safe working conditions as set out by the Manitoba *Workplace Safety and Health Act* and its Regulations.

24.02 The Town will supply hard hats, gloves, protective clothing and rubber boots to employees engaged in the oiling or asphaltting of the streets and to employees engaged in outside service work with the proviso that such equipment is required. This equipment shall be deemed sufficient for the period of operation or season with the exception of higher grade rain gear provided to permanent employees. This rain gear is to be totally maintained by the employee and will not be eligible for replacement by the Town of Swan River for five (5) years from the date of issue. During that five (5) year period, if an incident occurs beyond the employee's control that unexpectedly damages the rain gear, or if through regular and appropriate usage, the gear degrades and is no longer serviceable, the Town will provide replacement gear, upon return of the damaged gear, and the five (5) year period runs from the time of replacement.

- (a) **Every five (5) years two (2) pairs of High-Grade Overalls to be provided to each employee in the Utility I and Utility II positions, or who regularly perform the duties of those positions, subject to the same wording as in Article 24.02 allowing for earlier replacement in certain circumstances.**
- (b) **Every five (5) years four (4) pairs of High-Grade Overalls to be provided to each employee in the Mechanic I and Mechanic II positions, or who regularly perform the duties of those positions, subject to the same wording as in Article 24.02 allowing for earlier replacement in certain circumstances.**

Any full-time employee whose classification requires the wearing of protective winter clothing shall be reimbursed up to one hundred and fifty dollars (\$150.00) each year upon the submission of a receipt for the purchase of a winter jacket and/or insulated coveralls **and/or winter gloves**. An employee shall be permitted to carry over **any unused portion** of this allowance up to two (2) consecutive years to a maximum entitlement of four hundred and fifty dollars (\$450.00) after three (3) years.

24.03 Where an employee is involved in an accident which has caused damage to any equipment or property, the employee shall complete an incident report and submit the report to the Town.

24.04 Any employee who is required to wear CSA approved safety footwear will be reimbursed up to one hundred and seventy-five dollars (\$175.00) each year upon the submission of a receipt.

Any employee who is other than full-time who is required to wear CSA approved safety footwear will after one (1) year of employment be reimbursed a prorated amount based on his regular hours worked in the previous calendar year.

24.05 An employee shall be permitted to carry over this safety footwear allowance in Article 24.04 above for a one (1) year period to a maximum of three hundred and fifty dollars (\$350.00).

24.06 **The Town shall use its best efforts to make payments to employees as provided for under this Article within thirty (30) calendar days of the Town receiving all required documentation.**

ARTICLE 25 - JOB DESCRIPTIONS

25.01 The Town agrees to provide the Union with current job descriptions for all classifications contained in Schedule "A" of this Agreement within thirty (30) calendar days of the signing of this Agreement and at least six (6) months prior to the expiry of the Collective Agreement.

The Employer may make changes to job descriptions after reasonable consultation with the Union.

The Employer shall prepare job descriptions for new classifications after reasonable consultation with the Union.

Should there be a disagreement over any new or changing job description, the issue will be brought to the Labour Management Committee in an attempt to resolve the issue.

In case of the actual creation of a new classification or should any change(s) be so significant as to effectively amount to the creation of

a new classification, the rate of pay for the new classification shall be the subject of negotiations between the parties.

The Employer shall have the right to temporarily establish an hourly rate to be paid until the regular hourly rate of pay for this new classification has been agreed upon. If the Employer and the Union cannot reach an Agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

Should the parties negotiate, or should an Arbitrator award a wage higher than was established by the Employer, it shall be retroactive to the date the employee first worked in the classification.

ARTICLE 26 - NO STRIKES OR LOCK OUTS

- 26.01 The Union and all its Representatives agree that there shall be no strikes, picketing, sit down, slowdown, or any suspension of, or stoppage of, or interference with work during the term of this Agreement.
- 26.02 The Town agrees that it will not engage in any lock out during the term of this Agreement.
- 26.03 In the event that any employee strikes or takes any action contrary to 26.01 above then the Union shall instruct said employee to return to work and perform his usual duties.

ARTICLE 27 - NOTICE FOR OVERNIGHT TRIPS

- 27.01 Whenever it is necessary for employees to work outside the Town limits and remain overnight, those employees shall be given at least

The Employer will also provide all Lifeguard/Instructors and Deck Supervisors with an annual swimsuit allowance of seventy-five dollars (\$75.00) upon the submission of a receipt.

ARTICLE 30 - WELLNESS CENTRE CERTIFICATION

30.01 The Employer will pay for required recertification for employees who have worked a minimum of one hundred (100) hours in the previous twelve (12) month period. Where required, these costs may include travel, lodging and meals in accordance with the Town's travel policy, and registration/course fees, with no loss of wages if the employee attends all scheduled courses. Additional certification and upgrading/training expenses are at the discretion of the Town. Once approved the expenses will be covered as above.

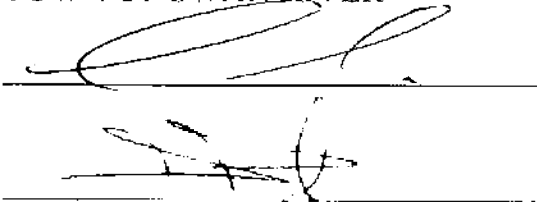
Any employee who is off on a maternity leave, parental leave, adoption leave, a medical leave (paid or unpaid) or any paid leave of absence, shall have that time credited when determining hours worked for the purpose of this article. For an employee who is not full-time that shall be done based on his accumulated hours in the previous twelve (12) months (or portion thereof).

ARTICLE 31 – CELL PHONE COMPENSATION

31.01 **Should an employee and the Employer mutually agree that utilization of cell phone technology is mutually beneficial for ease or convenience of work function, they may mutually agree to such usage of the device for the purposes of conducting business only, during the regular hours of the employee's daily shift, and, in such cases, the Employer shall provide compensation to the employee of twenty dollars (\$20.00) per month.**

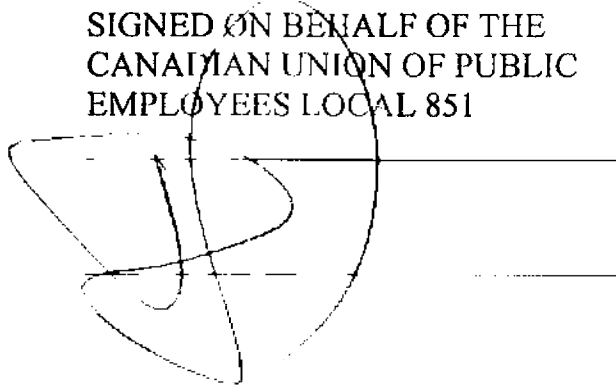
IN WITNESS WHEREOF the parties have caused there presents to be executed
this 2 day of April, 2023

SIGNED ON BEHALF OF
TOWN OF SWAN RIVER



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 851



A handwritten signature in black ink, featuring a large, stylized 'J' or 'D' shape with a vertical line through it, positioned above a horizontal line.

LOCAL851
SCHEDULE "A"

	Jan 1, 2020 1.75%	Jan 1, 2021 1.75%	Jan 1, 2022 2.50%	Jan 1, 2023 3%	Jan 1, 2024 3%
Non-Clerical Employees					
Sub-Foreman	\$24.67	\$25.11	\$25.73	\$26.51	\$27.30
Mechanic II	\$27.47	\$27.95	\$28.65	\$29.51	\$30.40
Mechanic I	\$25.42	\$25.86	\$26.51	\$27.30	\$28.12
Operator III	\$23.24	\$23.65	\$24.24	\$24.96	\$25.71
Operator II	\$22.51	\$22.90	\$23.47	\$24.18	\$24.90
Operator I	\$22.19	\$22.58	\$23.14	\$23.84	\$24.55
Skilled Labour III	\$23.24	\$23.65	\$24.24	\$24.96	\$25.71
Skilled Labour II	\$22.51	\$22.90	\$23.47	\$24.18	\$24.90
Skilled Labour I	\$22.19	\$22.58	\$23.14	\$23.84	\$24.55
Utility II	\$25.37	\$25.81	\$26.46	\$27.25	\$28.07
Utility I	\$24.44	\$24.87	\$25.49	\$26.25	\$27.04
Engineering Clerk					
First 6 months work	\$17.89	\$18.20	\$18.66	\$19.22	\$19.79
After 6 months work	\$19.43	\$19.77	\$20.27	\$20.88	\$21.50
After 12 months work	\$21.36	\$21.73	\$22.27	\$22.94	\$23.63
After 24 months work	\$23.44	\$23.85	\$24.45	\$25.18	\$25.94
Labourer					
First 6 months work	\$17.54	\$17.85	\$18.29	\$18.84	\$19.41
After 6 months work	\$19.38	\$19.72	\$20.22	\$20.82	\$21.45
After 12 months work	\$21.56	\$21.94	\$22.49	\$23.16	\$23.86
Clerical Employees (Clerk Steno)					
First 6 months work	\$17.89	\$18.20	\$18.66	\$19.22	\$19.79
After 6 months work	\$19.43	\$19.77	\$20.27	\$20.88	\$21.50
After 12 months work	\$21.36	\$21.73	\$22.27	\$22.94	\$23.63
After 24 months work	\$23.44	\$23.85	\$24.45	\$25.18	\$25.94
Richardson Recreation and Wellness Centre Employees					
Customer Service Representative	\$18.26	\$18.58	\$19.05	\$19.62	\$20.21
Deck Supervisor	\$21.81	\$22.19	\$22.74	\$23.42	\$24.13
Lifeguard/Instructor	\$19.94	\$20.29	\$20.80	\$21.42	\$22.07
Pool Operator	\$25.35	\$25.79	\$26.43	\$27.23	\$28.04
RCMP Clerk*					
First 6 months work	\$18.91	\$19.24	\$20.22	\$21.07	\$21.96
After 6 months work	\$20.45	\$20.81	\$21.83	\$22.73	\$23.67
After 12 months work	\$22.37	\$22.77	\$23.84	\$24.80	\$25.79
After 24 months work	\$24.46	\$24.89	\$26.01	\$27.04	\$28.10

* *RCMP Clerk market adjustment of 2022 - \$0.50, 2023 - \$0.25 and 2024 - \$0.25*

Wage rates for Students shall remain at the Provincial Minimum wage during this entire Agreement.

Note: retroactive for all employees employed as at the date of ratification (December 14, 2021)

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 851**

AND

TOWN OF SWAN RIVER

RE: NEW IN SCOPE POSITIONS

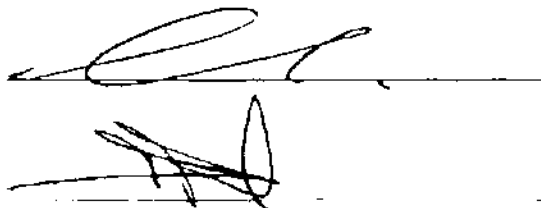
The parties hereby agree that they shall reconvene within ninety (90) calendar days of the signing of this agreement to identify, discuss, and negotiate any specific issues requiring alteration or inclusion within this agreement as relate to the addition of previously out of scope positions to the Local 851.

Specifically, but not limited to Arena and Parks staff, Bylaw Enforcement Officer, and Handi-van Driver.

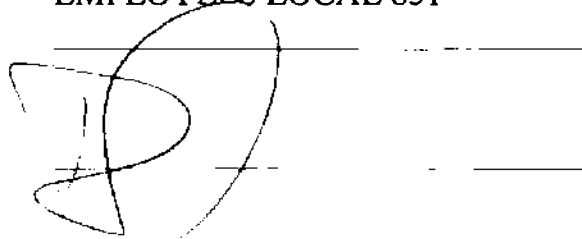
It is understood that these positions will be deemed in scope as of ratification of this agreement, and that any issues that arise prior finalization of discussion will be dealt with on a case-by-case basis under this agreement.

IN WITNESS WHEREOF the parties have caused there presents to be executed this 12 day of April, 2023

SIGNED ON BEHALF OF
TOWN OF SWAN RIVER



SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 851



LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 851**

AND

TOWN OF SWAN RIVER

RE: PRE-RETIREMENT BONUS

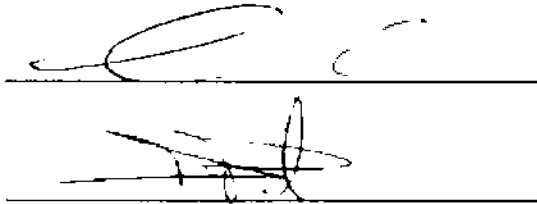
With the deletion of Article 18.02, the Town will grandfather this benefit for certain permanent employees employed as at January 1, 2022 as follows:

- 1. Those having ten (10) years or more of seniority as at January 1, 2022 who resign or have their employment terminated without cause before they reach age 55 will receive the number of years seniority they have as at January 1, 2022 x four (4) days pay.**

- 2. Those having at least five (5) years seniority but less than ten (10) years seniority as at January 1, 2022 who resign or have their employment terminated without cause before they reach age 55, and who have at least ten (10) years seniority as at the date of their resignation or termination, will receive ten (10) x four (4) days pay.**

DATED this 17 day of April, 2023.

**SIGNED ON BEHALF OF
TOWN OF SWAN RIVER**



Handwritten signature of a representative of the Town of Swan River, written over two horizontal lines.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 851**



Handwritten signature of a representative of the Canadian Union of Public Employees Local 851, written over two horizontal lines.

Town of Swan River
PO Box 879, Manitoba, R0L 1Z0
Tel. (204) 734-4586
www.swanrivermanitoba.ca

11 April, 2023

RESOLUTION

Resolution # 2023-0152

Moved by: Don Bobick

Seconded by: Duane Whyte

RESOLVED that Mayor Lance Jacobson and Chief Administrative Officer Derek Poole be authorized to sign the Collective Bargaining Agreement with CUPE Local 851.

Carried

I, Derek Poole, CAO of the Town of Swan River, hereby certify that this is a true and correct copy.

