

Mamawi Nuskomowin

oko

Opeepunapewin Ihtawin Othasowethiniwak

Opeepunapewinihk Ohchi

(ekwanik oko ka-itihchik “othasowethinwak”)

nistum oko

mena

Manitoba Okimawihi-Otatoskewak Mamawihitowin

(oko oma ka-itwanik “mamawihitowin”)

okwanik oko kotukuk

Oma *28th* kakimiht *February*, 2005.

Collective Agreement

between

**The South Indian Lake Community Council
of South Indian Lake**

(hereinafter referred to as the “Council”)

of the first part

and

The Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

This *28th* day of *February*, 2005.

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*All changes are in **bold**.

Article 1 - Purpose of Agreement

- 1:01** The purpose of this Collective Agreement is to establish and maintain rates of pay, hours of work, other working conditions and conditions of employment, and to provide appropriate procedures for the prompt resolution of grievances and problems and to recognize the mutual value of joint discussions and negotiations during the term of the Agreement.

Article 2 - Duration of Agreement

- 2:01** This Agreement shall become effective from and including the first day of April, 2003 and shall continue in effect up to and including the thirty-first day of March, 2005. During the period required to negotiate a renewal or revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect.

Article 3 - Notice for Collective Bargaining

- 3:01** Not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of this Agreement either party to this Agreement may, by written notice, serve to inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement or the conclusion of a new Collective Agreement.
- 3:02** Where a party to this Agreement has given notice under 3:01 above, to the other party of this Agreement, the parties, within fifteen (15) calendar days commencing from and including the first day after the day upon receipt of the proposals for a renewal or revision and renewal of the Collective Agreement or for the conclusion of a new Collective Agreement, shall meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision and renewal of the Collective Agreement or a new Collective Agreement.

Article 4 - Recognition and Scope of Bargaining Agent

- 4:01** The Council recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, except those listed in Appendix "B".
- 4:02** The Council recognizes the right of the Union in all matters pertaining to any revision in any form of this Agreement.
- 4:03** The Council shall submit any and all proposals for any revision of this Agreement in writing to the Union and further shall not place any proposals before any employee or group of employees prior to negotiations between the parties hereto.

Article 5 - Definitions

- 5:01** “Classification” means a group of positions which are sufficiently similar in duties, abilities, skills and responsibilities as are written in the job description so as to permit the use of the same title and to be paid a rate of compensation within the same salary range.
- 5:02** “Position” means a job within a classification of the total permanent staff establishment of the Council.
- 5:03** “Promotion” means the change from one classification to another having a higher maximum salary.
- 5:04** “Overtime” means time worked in excess of an employee’s normal work hours, which has been authorized by an Administrator.
- 5:05** “Employee” means a person employed by the Council.
- 5:06** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be and whose work follows an ongoing schedule of work on a regular and recurring basis. Normally, to be considered part-time, an employee must work once in each bi-weekly pay period.
- 5:07** “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be and whose work is irregular or non-recurring or does not follow an ongoing schedule of work on a regular and recurring basis.
- 5:08** (a) “Term Employee” means an employee hired for a specified term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- (b) Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (i) The Council shall not be required to give any notice or payment in lieu thereof.
 - (ii) The employee shall not be required to give any notice of resignation.
- (c) Where a term employee is laid off, then the following shall apply:
- (i) If the layoff is at the end of a specific term of employment, no notice of layoff is required.

- (ii) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (aa) Thirty (30) days notice to an employee with one (1) or more years of full-time continuous service, or
 - (bb) Two (2) weeks notice to an employee with less than one (1) year of full-time continuous service.
 - (d) Where a term employee is employed in the same position performing the same function for a period of more than twelve (12) continuous months and where the need for the function is expected to continue, the Council will convert the position to regular status. As such an employee would not normally remain in term status for more than twelve (12) continuous months where the employee is performing a continuing function.
- 5:09** “Transfer” means the movement within the employee’s classification from one position to another or from one work location to another.
- 5:10** “Fiscal Year” means the period from and including April 1st up to and including March 31st.
- 5:11** “Work Location” means any location where employees are required to report as a base of operations.
- 5:12** “Demotion” means one of:
- (a) the change from one classification to another having a lower maximum salary, or
 - (b) the downward adjustment of an employee’s salary.

Article 6 - Interpretation

- 6:01** Wherever the singular or masculine gender is used in this Agreement the same shall be construed as meaning the plural or feminine gender where the context so admits or requires.

Article 7 - Part-time Employees

- 7:01** Benefits as detailed in this Agreement shall be provided on a pro-rated basis depending on the number of hours worked.
- 7:02** Where otherwise specifically provided in this Agreement, 7:01 above shall not apply.

7:03 Eligibility for merit increases will be based on five (5) years of accumulated service provided the employee has received pay for at least three hundred and seventy-seven (377) hours exclusive of overtime.

7:04 Both classification and service seniority are based on accumulated service.

Article 8 - Employee's Rights

8:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, sexual orientation, creed, colour, ethnic or national origin, political or religious affiliation, membership in the Union or activities in the Union.

8:02 No employee shall be disciplined, in any matter, or dismissed without just cause.

Article 9 - Management Rights

9:01 All the functions, rights, personnel pay practices, powers and authority which the Council has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Council.

9:02 In administering this Agreement, the Council shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 10 - Hours of Work

10:01 The hours of work for all employees covered by this Agreement shall be thirty-five (35) hours, thirty-seven and one-half (37.5) hours and forty (40) hours per week.

10:02 Normal daily hours for those working in :01 shall be eight (8) hours, seven and one-half (7.5) hours and seven (7) hours. These hours are exclusive of meal breaks.

10:03 Any variations to a work day or work week, other than those described in this Article, shall only be instituted with the mutual consent of the parties to this Agreement.

10:04 Employees shall be entitled to two (2) rest periods of fifteen (15) minutes each per full working day.

10:05 It is recognized that twenty-four (24) hour and/or seven (7) days a week operations are needed in certain units. Therefore, both parties agree to negotiate necessary shift arrangements. Failing agreement, the Council may institute new or changed shift schedules subject to Step 3 of the grievance process.

Article 11 - Overtime and Premium Pay

- 11:01** Where an employee is required to work overtime, overtime work shall be offered to employees who normally perform the work on the basis of seniority.
- 11:02** All time worked in excess of seven and one-quarter ($7\frac{1}{4}$) hours in one (1) day and thirty-six and one-quarter ($36\frac{1}{4}$) hours in one (1) week shall be considered overtime. Overtime for any work day shall be at one and one-half times ($1\frac{1}{2}x$).
- 11:03** (a) An employee who is not at work and who is called in to work outside his regularly scheduled hours shall be paid a minimum of three (3) hours pay at the applicable overtime rate. For purposes of clarity, this shall not apply to employees who work overtime by reporting for work before the commencement of their normal shift or to employees who work at a time immediately following their normal shift.
- (b) Notwithstanding Article 11:03 (a), the following shall apply to the Community Constable, Public Works Supervisor and the Recreation Director. Call outs for one (1) hour or less, shall be paid a minimum of one (1) hour, and call outs for greater than one (1) hour, employees in this category shall receive a minimum of two (2) hours, or if greater than two (2) hours, shall receive compensation for the hours worked at the applicable overtime rate.
- 11:04** (a) With the agreement of the employee and Council, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- (b) With respect to the Community Constable, Public Works Supervisor and the Recreation Director, any overtime worked beyond eight (8) hours in a bi-weekly pay period, shall be granted as time off in lieu thereof at the rate earned.
- 11:05** All overtime must be authorized by the Administrator.
- 11:06** Where an employee has elected compensation in time for overtime worked, compensatory time earned must be taken within ninety (90) days. Any extension of this time must be approved in writing by the Administrator.
- 11:07** Employees required to work on the employees day of rest shall be entitled to compensation at one and one-half time ($1\frac{1}{2}x$) for all hours worked.

Article 12 - Union Business

- 12:01** The Council recognizes the Union's right to select Stewards to represent their membership within the workplace. The Union agrees to provide the Council with the names of these Stewards.

- 12:02** The duties and responsibilities of Union Stewards shall include the following activities:
- (a) Investigation of complaints, grievances and/or disputes including the making of presentations to the Council as required.
 - (b) The transmission of Union's bulletins and/or notices by posting.
 - (c) Participation in collective bargaining as a member of the Union's bargaining team, when required by the Union.
 - (d) Participation in arbitration proceedings when required by the Union.
 - (e) Participation in the administration of the Union as may be required for the Component Executive meetings and Steward meetings.
- 12:03** The Steward shall obtain permission of the Administrator or his/her designate before leaving his/her work to perform his/her duties as a Steward. Such permission shall not be unreasonably sought or withheld.
- 12:04** A Steward shall conduct his/her duties as a Steward within his/her own designated area and providing the Steward has received the proper authorization, such leave will be regarded as leave of absence with pay.
- 12:05** The Union agrees that the activities of its Stewards will be strictly limited during working hours while on the Council's premises, to representing their members on matters related to this Agreement.
- 12:06** At the written request of the Union, the Council shall grant leave of absence with pay to Union Officers, who are employees of the Council, for the purpose of carrying on the necessary business of the Union, provided such leave does not place an undue load on the Council's routine activities. The Union will notify those Union Officers requested to attend Union business to confirm approval with their Administrator.
- 12:07** Where leave of absence has been granted under Article 12:06, the Union shall reimburse the Council one hundred percent (100%) of the wages paid to such employees for the period of absence. Such leave shall not normally exceed fifty (50) person days per year.
- 12:08** With respect to the collective bargaining process, the Council agrees to provide a leave of absence, during regular working hours, with pay, to members who are employees of the Council and who form part of the Union's bargaining team. This leave of absence will only cover up to three (3) members and will include any reasonable period required by them to cover traveling. The Council further agrees to allow employees who are Joint Committee members leave of absence with pay for Joint Committees that may be established during the life of this Agreement. The payment for leave of absence will not be applicable during any period of work stoppage by strike or similar action.

- 12:09** The Council and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced by reason of membership or activity in the Union.
- 12:10** It is agreed that the Council will provide notice boards for the use of the official Union members in suitable locations accessible to the employees for the purpose of posting notices of interest to the Union.
- 12:11** The Union agrees that any of their representatives, other than those with specific duties with respect to the administration of this Agreement, will not engage in any Union activities on the premises of the Council without first having obtained the consent of the Council.
- 12:12** Employees elected or appointed to full-time Union positions shall be granted leave of absence without pay on request. Time spent with the Union will be considered as service with the Council and the employee will continue to accrue seniority with the Council during such periods. Employees on such leave will, at their option, continue to participate in all Council welfare and pension plans provided the Union reimburses the Council on a monthly basis for the cost of such premiums. Upon application to the Council, such employees will be re-employed by the Council at the same position or like position at the same step in the pay range at which the employee left to work for the Union.
- 12:13** Upon twenty-four (24) hours notice, the Council will allow and provide a suitable area for employee information sessions at various work locations, as long as such sessions are not during hours of work and not interfering with other work activities of the Council.

Article 13 - Safety and Health

- 13:01** The Council shall make all reasonable provisions for the Safety and Health of employees during working hours in accordance with the requirements of the Workplace Health & Safety Act.
- 13:02** The Council agrees to provide all available information required by the Union Health & Safety Committee in carrying out its duties.
- 13:03** The Union agrees to provide the Council with written notification of elected/appointed worker safety and health representatives.

Article 14 - Seniority/Probation

- 14:01** Except as modified in this Agreement, seniority shall be determined as length of continuous service with the Council provided the employee is eligible for membership in the Union.
- 14:02** New employees, hired under the terms of this Agreement, will be on probation for six (6) months.
- 14:03** The Council will provide the Union with a seniority list in January of each year.
- 14:04** Employees shall lose their seniority only if they:
- (a) resign from the employ of the Council;
 - (b) are discharged for just cause or terminated pursuant to proper application of this Agreement;
 - (c) are laid off for a period exceeding twenty-four (24) continuous months; and
 - (d) accept or transfer to a position with the Council which is outside the bargaining unit; except that upon returning to a position within the bargaining unit they will be credited with such seniority as had previously been attained in the bargaining unit.
- 14:05** Employees laid off and placed on the recall list shall continue to accrue seniority up to twenty-four (24) months during such period of layoff.
- 14:06** Employees on full Long Term Disability benefit shall continue to accrue seniority for a period up to twenty-four (24) months following the date on which they became eligible for the benefit.
- 14:07** Employees on approved maternity leave shall continue to accrue seniority.

Article 15 - Vacancies, Change in Employee Status and Transfers

- 15:01** When a new position is created or when a vacancy occurs in the bargaining unit, the Council shall post notice of the position on all bulletin boards for a minimum of one (1) week. Positions shall be advertised within one (1) week of vacancy whenever possible. This shall also include vacancies arising from retirement. Such notice shall contain the following information: nature of position, qualifications, required knowledge, education and skills.
- 15:02** In filling vacancies, if qualifications and ability are relatively equal, seniority shall be the governing factor.

- 15:03** Nothing contained herein shall restrict the Council from advertising for a position outside of the bargaining unit; or from considering applications for a position from outside of the bargaining unit. In the event that no applicant from within the bargaining unit has the required qualifications, or ability, the Council shall be free to hire employees from outside the bargaining unit.
- 15:04** No employee shall be promoted to a position outside the bargaining unit without the employee's consent. An employee shall have the right to return and the Council shall have the right to return the employee to a position in the bargaining unit during the trial period, which shall be a maximum of sixty (60) days.
- 15:05** An employee who is notified that he/she is an unsuccessful applicant for a vacant position or new position shall be supplied, upon request, with the reasons for non-acceptance in writing, within ten (10) days of such a request.
- 15:06** The Council may transfer an employee into a vacant position, bypassing the normal posting and selection procedures, if same is agreed upon by the Council and the Union.

Article 16 - Medical Fitness

- 16:01** An employee may be required by the Council to have a medical examination from a duly qualified medical practitioner acceptable to or appointed by the Council. The Council shall pay the cost of the medical examination if the cost is not covered by the Manitoba Health Services Commission.

Article 17 - Holidays

- 17:01** The following holidays shall be observed:

- | | |
|--------------------|--|
| (a) New Year's Day | (h) Thanksgiving Day |
| (b) Good Friday | (i) Remembrance Day |
| (c) Easter Monday | (j) Christmas Day |
| (d) Victoria Day | (k) Boxing Day |
| (e) Canada Day | (l) Aboriginal Day |
| (f) Civic Holiday | (m) Any other holiday proclaimed by
Federal or Provincial Statute |
| (g) Labour Day | |

Provided that where any of the said days falls on a Saturday the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in this Subsection shall prohibit the parties to this Agreement from altering the date of the observance of any of the above holidays.

On December 24th, employees shall be required to work until 1:00 p.m., which shall be considered a full working day for purposes of calculation.

Where employees are required to work on December 24th, and said day falls on Monday through Friday, such employee shall be granted one-half (½) day of Compensatory Leave with pay to a maximum of four (4) hours.

- 17:02** An employee is entitled to pay for a holiday on which he/she does not work provided:
- (a) he/she did not fail to report for work after having been called to work on the day of the holiday; and
 - (b) he/she did not absent himself/herself from work without the Council's consent on either the regular working day immediately preceding or following the holiday, unless his/her absence is by reason of established illness.
- 17:03** Notwithstanding 17:02(b), an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his or her regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.
- 17:04** If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section 17:02 does work on the holiday, the employee shall be paid wages equivalent to double (2X) his or her regular rate for the time worked on that day.
- 17:05** An employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled, compensation based on one and one-half (1 ½X) times the employee's regular rate of pay for all overtime worked on the holiday.
- 17:06** Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.
- 17:07** Upon receipt of the written approval of his/her Administrator at least two (2) weeks in advance, an employee who observes other religious holidays shall be allowed to substitute vacation time or compensatory time in order that he/she may have this time off.

Article 18 - Vacation

- 18:01** For purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

- 18:02** Employees shall earn vacation leave credits on the following basis:
- (a) Employees who have completed one (1) year service shall earn vacation credits one-half ($\frac{1}{2}$) days per bi-weekly pay period, and quarterly one (1) extra day to a maximum of fifteen (15) days in a vacation year, and less than (1) year shall be prorated based on one (1) year of service.
 - (b) Employees who have completed five (5) years of continuous service, vacation credits shall accumulate at a rate of seventy-five cents (\$0.75) day per bi-weekly pay period.
 - (c) Commencing from the beginning of the vacation year in which ten (10) years of service will be completed, accumulation of twenty-four/twenty-fifths ($\frac{24}{25}$) days per bi-weekly pay period, and quarterly twenty-four/twenty-fifths ($\frac{24}{25}$) to a maximum of twenty-five (25) days in a vacation year.
 - (d) Notwithstanding Subsections (a) and (b), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out on the rate of accumulation.
- 18:03** Such vacation will be pro-rated for seasonal employees on the basis of the applicable rate as set out in Section :02 for each period of regular hours worked, exclusive of overtime, equivalent to one hundred and fifty-two and one-quarter ($152 \frac{1}{4}$) hours or twenty-one (21) working days.
- 18:04** The rate of pay for vacation time for daily and hourly paid employees shall be the current rate for that type of work which the employee would have been doing had the employee not been on vacation, as determined by the Administrator. Where the type of work and/or rate of pay could be expected to vary during the period of vacation, the rate or rates of pay for vacation may also vary, with their distribution during the period being according to the judgment of the Administrator, having in mind the employee's immediately preceding similar period of employment and/or the rate distribution of the substitute employee during the employee's vacation, etc.
- 18:05** An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.
- 18:06** When computing vacation leave:
- (a) any fraction of a day equal to or greater than one-half ($\frac{1}{2}$) shall be computed as one-half ($\frac{1}{2}$) day; and
 - (b) any fraction of a day less than one-half ($\frac{1}{2}$) shall be computed as nothing.

- 18:07** (a) With the exception of the conditions referred to in Subsection (b), vacation leave may not be taken in advance of when it is earned.
- (b) With the approval of the Council, vacation leave up to a maximum of five (5) working days may be granted in advance to an employee in his/her first twelve (12) months of service.
- (c) Where operational requirements permit, vacation leave may be taken subject to the approval of the employing authority.
- (d) The Council may authorize vacation to commence on any day.
- (e) Subject to Subsections (b) and (f), vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
- (f) The Council may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.
- (g) The Council may authorize an employee to take vacation leave in two (2) or more periods.
- (h) The Council, if it finds necessary, may require an employee to take vacation leave in two (2) or more periods. Normally any such periods shall not be less than one (1) week in length.
- 18:08** Where Council has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Council may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.
- 18:09** Subject to the requirements of personnel in a branch of a department, vacation leave shall be rotated regardless of seniority of employment.
- 18:10** Where for any reason other than death, an employee leaves employment after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the Council all salary paid for such excess period of leave.
- 18:11** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.

- 18:12** Where an employee is moved from one department to another, the employee's accumulated vacation leave is a charge against the department to which the employee is moved unless the department to which the employee is moved requires the employee to take the accumulated vacation leave before the date of the move.
- 18:13** Where an employee is absent on leave without pay for a period of one (1) year or a portion thereof greater than one-half ($\frac{1}{2}$), vacation leave credits shall no longer accumulate.

Article 19 - Compassionate Leave

- 19:01** An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 19:02** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of the employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.
- 19:03** An employee who is entitled to compassionate leave under Sections :01 and :02 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 19:04** Provided an employee has not received compassionate leave for the death in question, the employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 19:05** An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.

Article 20 - Sick Leave

- 20:01** An employee shall accumulate one-half ($\frac{1}{2}$) working day sick leave for each bi-weekly pay period per year, one (1) additional day every three (3) months for a maximum of fifteen (15) working days per year, and a carry over for one (1) year to a maximum of thirty (30) days.
- 20:02** After five (5) years of service, the rate of accumulation will be one (1) day per bi-weekly pay period.

- 20:03** A medical certificate may be requested from the attending physician after one (1) sick leave day have been taken.
- 20:04** If an employee is sick while on his/her normal vacation for a period of five (5) or more consecutive normal working days, on written confirmation of the attending physician and provided the employee notifies the Council, the Council shall allow the period of sickness to be charged to any existing unused sick leave credits. Extension of the approved vacation period, to compensate for the sick time, is at the discretion of the Council.
- 20:05** Credit is given for any unused portion of sick leave upon termination, resignation or layoff.
- 20:06** Up to fifteen (15) days of sick leave to be used for immediate family related illnesses. An employee's sick leave accumulation under Article 20 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Any leave, which may be granted to an employee in accordance with this Section, will be deducted from the employee's sick leave credits in the following sequence:

- (a) sick leave credits accumulated in previous years;
- (b) sick leave credits accumulated in the current year;
- (c) sick leave credits advanced to an employee.

Article 21 - Maternity Leave

- 21:01** In order to qualify, a pregnant employee must:
- (a) have completed twelve (12) continuous months of employment for or with the Council;
 - (b) submit to the Administrator an application in writing for leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) provide the Administrator with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 21:02** An employee who qualifies is entitled to and shall be granted maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Article 21:01(c), or
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Article 21:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- (c) the Council may vary the length of maternity leave upon proper certification by the attending physician.

21:03 In cases of pregnancy, an employee who provides the Council with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to Section 30, Unemployment Insurance Act 1971, shall be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan. The allowance paid shall be the difference between the E.I. benefits and any other earnings and ninety-three percent (93%) of the employee's weekly earnings, for a fifteen (15) week period. The employee will continue to receive full accumulation of seniority. Council benefits will remain in effect for the seventeen (17) week period of maternity leave. This leave may be extended by mutual agreement and such leave granted shall be considered a leave of absence.

21:04 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) working days of her accumulated sick leave against the Unemployment Insurance waiting period.

21:05 Upon request, a male employee shall be granted leave up to a maximum of ten (10) days of his accumulated sick leave for needs directly related to the birth of his child.

Article 22 - Adoptive Leave

22:01 In order to qualify for Adoptive Leave, in the case of adoption of a child less than twelve (12) years old or an individual under mental or physical disability, an employee must:

- (a) have completed twelve (12) continuous months of employment for or with the Council;
- (b) submit to the Administrator an application in writing for leave at least four (4) weeks before the date the employee intends to commence such leave; and
- (c) provide the Administrator with confirmation of adoption from the appropriate authority.

- 22:02** An employee who qualifies is entitled to and shall be granted adoptive leave for a period not exceeding seventeen (17) weeks. The employee may elect to commence the adoptive leave:
- (a) from the day the child comes into the employee's actual care and custody;
 - (b) at any time during or on the expiry date of any leave of absence taken by another person in respect of the child; or
 - (c) at any time during the ninety (90) days after the child comes into the employee's actual care and custody.
- 22:03** An employee who has been granted adoptive leave shall be permitted to apply up to a maximum of ten (10) days of his/her accumulated sick leave against the Employment Insurance waiting period.

Article 23 - Performance Appraisal/Personnel File

- 23:01** Where a formal assessment of an employee's job performance is made, the employee concerned shall be given an opportunity to sign the assessment upon its completion to indicate that its contents have been read. The employee shall be entitled to place his/her own comments on the assessment where such space is provided or append his/her comments to the assessment where no such space is provided. An employee, upon request, shall receive a copy of the assessment at the time of signing. Performance appraisals shall be completed by December of each year.
- 23:02** An employee shall be permitted to examine his/her personnel file at three (3) month intervals after having submitted a written request to the Administrator on each occasion.

Job description, shall be written and copies supplied to the Union.

Article 24 - Layoff and Recall

- 24:01** (a) Subject to the abilities and prior work performance of the employees concerned, employees shall be laid off in reverse order of seniority. Layoff means reduction in hours of work for a full-time employee or removal from a position of employment of an employee due to a shortage of work or funds.
- (b) Seniority rights can be used across classifications with minimal training.
- 24:02** Except in circumstances beyond the control of the Council, an employee shall receive a minimum of one (1) full pay period notice of a layoff or pay in lieu thereof.

- 24:03** In the event of the permanent closure of a work place the affected employees shall receive a minimum of two (2) full pay periods notice of the closure or pay in lieu thereof.
- 24:04** Employees laid off shall be placed on a re-employment list with a copy being provided to the Union. Laid off employees shall be called back in reverse order of layoff starting with the most recently laid off employee and continue in descending order to the first employee laid off in the classification from which the employees were laid off. Provided the employee possesses the necessary qualifications of the work to be done, a laid off employee shall be given first opportunity for any available position(s).
- 24:05** Notice of recall to an employee who has been laid off shall be made to the last known address filed by the employee with the Council.
- 24:06** An employee on continuous layoff for a period of twenty-four (24) months shall, at the end of that period, be considered terminated and his/her name shall be removed from the re-employment list.
- 24:07** Employee's laid off due to downsizing and/or reorganization, shall be required to give one hundred and twenty (120) working days notice, or pay in lieu of notice.

Article 25 - Severance Pay

- 25:01** A retiring employee who is over 55 years of age and has at least five (5) years' service with the Council shall receive severance pay upon retirement in the amount of one (1) week's salary (at the final rate of pay) for each year of service to a maximum of fifteen (15) weeks' salary.
- 25:02** An active employee who meets the age and service requirements outlined above and who dies while in the service of the Council shall receive severance pay calculated as in 25:01.
- 25:03** An employee permanently laid off, regardless of age or years of service, shall receive severance pay calculated as in 25:01 above. In the event that such an employee is subsequently rehired by the Council within fifty-two (52) pay periods, she/he shall, as a condition of employment, reimburse the Council for all monies received under the terms of this Article. This Article does not apply to seasonal layoffs.

Article 26 - Grievance Procedure

- 26:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

- 26:02** A grievance is defined as a complaint in writing concerning:
- (a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (b) the dismissal, suspension, demotion or written reprimand of an employee.
- 26:03** Notwithstanding 26:02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 3 of the Grievance Procedure. The decision at Step 3 shall be final for such grievances.
- 26:04**
- (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees in more than one (1) department; and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Section :02(a). A group grievance shall be presented directly to the Administrator within ten (10) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.
 - (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance.
 - (c) Where the parties fail to resolve a grievance under :04(a) or :04(b), either party may refer the grievance to Step 3 of the Grievance Procedure. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- 26:05** If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Council fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Official Grievance Form or for failure to quote the Article in dispute.
- 26:06** Grievances as defined in :02 and :03 shall be dealt with within ten (10) working days of the occurrence in the following manner:

- (a) Step 1
The employee concerned or the Union's Steward or representative may submit a grievance in writing to the appropriate Supervisor who shall reply in writing within ten (10) working days after receipt of the grievance.
- (b) Step 2
Failing a settlement at Step 1, the grievance may be resubmitted within ten (10) working days. Submit the grievance in writing to the Administrator who shall render his/her decision in writing within five (5) working days after receipt of the grievance.
- (c) Step 3
Failing satisfactory settlement at Step 2, the grievance may be resubmitted to arbitration by the employer or the Union within twenty (20) working days after receipt of the grievance decision.

- 26:07** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 26:08** Grievances concerning job vacancies or promotions or transfers and new positions shall be commenced at Step 2 of the grievance procedure within four (4) days of the employee being notified of the Council's decision.
- 26:09** An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Council. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 27 - Arbitration

- 27:01** Where a grievance is to be referred to arbitration, the following procedure shall apply:
- (a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the Arbitration Board;
 - (b) within five (5) working days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board;
 - (c) the two appointees so selected shall, within ten (10) working days after receipt of notice of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board;

- (d) if the recipient of the notice fails to name an appointee or if the two appointees fail to agree upon a Chairperson within ten (10) working days, the appointment may be made by the Chief Justice for the Province of Manitoba or, in his/her absence, the Chief Justice of the Court of Queen's Bench upon request of either party.

27:02 Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Subsection :01(a) shall so state.

- (a) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
- (b) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the Board in accordance with Section :03(c) within ten (10) working days.
- (c) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

27:03 Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within ten (10) working days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.

27:04 The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.

27:05 Associated cost of arbitration shall be equally shared between the parties hereto.

Article 28 - No Contracting Out

28:01 The Council agrees that there will be no contracting out except in situations where as the Council do not have the expertise and/or equipment. If a decision is made by Council to contract out, the Union will be notified immediately in order that both parties can meet to explore other options and/or impact on the bargaining unit.

Article 29 - Technological Change

29:01 The provisions of this Article are intended to assist employees affected by technological change, and Sections 83, 84 & 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 30 - Resignations

30:01 An employee wishing to resign shall provide the Council with two (2) weeks' notice.

30:02 The effective date of resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.

30:03 An employee may withdraw the notice of resignation within a forty-eight (48) hour period.

Article 31 - Disciplinary Action

31:01 An employee shall only be disciplined for just cause.

31:02 A hearing shall be held with the employee prior to making a determination to suspend or dismiss an employee. The employee shall have the right to have Union Representation present.

31:03 Where a written report recommending disciplinary action is to be placed on an employees' file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing, the employee shall receive a copy of such a report.

31:04 Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary.

31:05 An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 3 of the Grievance Procedure.

Article 32 - Uniforms and Protective Clothing

32:01 Where the Council determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.

- 32:02** Where uniforms and protective clothing are supplied, the Council agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 32:03** The Council Health and Safety Committee shall develop a policy on Uniforms and Protective Clothing and said policy shall be applicable to this Agreement. Until such time as said policy is developed by the Committee and implemented by the Council, the policy on Uniforms and Protective Clothing as specified in the Province of Manitoba General Manual of Administration shall be applicable to this Agreement. Where the provisions of the Council policy on Uniforms and Protective Clothing, or the General Manual of Administration conflict with this Article, this Article shall prevail.
- 32:04** Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article the employee may file a grievance in accordance with the Grievance Procedure.

Article 33 - No Discrimination

- 33:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, sexual orientation, marital status, race, colour, creed, ethnic or national origin, political or religious affiliation membership in the Union or activities in the Union.

Article 34 - Sexual Harassment

- 34:01** The "Council" agrees to investigate allegations of sexual harassment and shall endeavor to resolve them in an expeditious manner.
- 34:02** The employee may forward a written complaint alleging sexual harassment directly to the Administrator.
- 34:03** If the complaint is against the Administrator, then it shall be directed to the Council.
- The Union will be notified of all complaints.

Article 35 - Labour/Management Committee

- 35:01** A Joint Consultation Committee will be established. The Committee shall consist of no more than three (3) representatives of the Council and three (3) representatives of the Union. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Committee.

35:02 The Committee may make recommendations to the Union and the Council with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee does not have the power to bind either the Union or its members or the Council to its decisions or conclusions.

Article 36 - Disposable Income Policies

36:01 It is agreed that the conditions contained within the Agreement listed below between the Government and The Manitoba Government and General Employees' Union will apply to employees of the Council, except where otherwise specified in this Agreement:

- (a) Remoteness Allowance, as in the Government Employees' Master Agreement, including two (2) special travel days.
- (b) Travel and Related Expenses, Privately Owned Vehicles. (as per G.E.M.A.)
- (c) Travel and Related Expenses, Meals and Miscellaneous Expenses. (as per G.E.M.A.)
- (d) Long Term Disability (as per M.E.B.B.)
- (e) Pension Plan (as per M.E.B.B.)

36:02 It is further agreed that any revision to the above plans shall apply simultaneously to employees of the Council.

Article 37 - Employee Assistance Program

37:01 The Council agrees to explore the availability of such a plan and its administration.

Article 38 - Workers Compensation

38:01 Where an employee is unable to return to his/her position of employment, because he/she is physically or mentally unable to carry out the former duties, then the Council in consultation with the Union, shall endeavor to place such employee in a comparable job and/or provide training and assistance that may enable the affected employee to acquire another job within the Council.

38:02 When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of his duties, the employee may elect to be paid an additional amount which when combined with the compensation

allowance shall ensure the maintenance of gross salary. Such additional amount shall be chargeable to the employees' sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted.

- 38:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 38:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 38:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expenses of the Council if it is not covered by a medical plan.

Article 39 - Court Leave

- 39:01** An employee who is summoned for jury duty or who received a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by employee's own affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Council.

Article 40 - Civil Liability

- 40:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the Council of any such notification or legal process;
 - (b) The Council shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - (c) The Council shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the Council before the same is finalized; provided the

conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;

- (d) Upon the employee notifying the Council in accordance with paragraph (a) above, the Council and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Council shall unilaterally appoint counsel. The Council accepts full responsibility for the conduct of the action and the employee agrees to cooperate fully with appointed counsel.

Article 41 - Merit Increase

- 41:01** "Merit Increase" means an increase in the rate of pay of an employee for recognition of satisfactory service, after completion of five (5) calendar years of service.

Article 42 - Past Practice

- 42:01** All working conditions relating to the operations of the South Indian Lake Community Council, now established by practice and now in effect shall remain in force. However, the parties hereto this Agreement, may by mutual consent, agree to change, modify or discontinue any such working conditions during the life of this Agreement.

Article 43 - Video Display Terminals

- 43:01** A VDT Operator who is required to work at a Video Display Terminal (VDT) for twenty-five percent (25%) or more of the normal work week shall upon request have his or her eyes examined by an Optometrist once per year. The Optometrist shall be selected by the Council or an Optometrist of the employee's choice acceptable to the Council. The Council shall pay the costs of such examinations or tests where not covered by a medical plan.
- 43:02** A pregnant VDT Operator may request a job re-assignment for the period of pregnancy by forwarding a written request to the Administrator along with a certificate from a duly qualified medical practitioner certifying she is pregnant. Upon receipt of the request, the Administrator, where possible, will assign the VDT Operator to an alternative position and/or classification or to alternate duties within five (5) working days of the request. Where the Administrator is unable to accomplish this, the Administrator will notify the Union and the parties will meet without delay in an effort to resolve the matter.
- 43:03** Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Council will endeavor to design the job of the Operator in a manner that will, wherever possible, permit an Operator to

be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

Article 44 - Education Leave

44:01 The Council agrees to grant, in writing, leave of absence with pay for a specific period of up to two (2) years to an employee for job related reasons, and the Council shall absorb the costs and remainder. By mutual agreement, such leave may be extended. An employee granted such a leave of absence shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained and at the prevailing rate of pay when the leave commenced subject to general increases as negotiated. This clause shall only apply to employees who have been employed for three (3) full years of more with the Council, subject to completion of the course.

An employee will not accumulate vacation or sick leave benefits during the approved leave of absence.

Article 45 - Leave of Absence

45:01 Employees shall be granted ten (10) days leave with pay to perform work directly related to Council.

Article 46 - Acting Status

46:01 Where an employing authority or designate directs an employee in one (1) position to temporarily take over the duties and responsibilities of some other position within the bargaining unit, and/or excluded position as mentioned in Appendix "B" shall receive the rate of pay of the other position occupying said position, effective from day one.

Appendix "A"**Annual Salaries****Effective April 1, 2003 to March 31, 2005**

	<u>Year 1</u>	<u>Year 2</u>
Housekeeping	12.58	12.83
Groundskeeper & Housekeeping	15.56	15.87
Community Health Representative	18.60	18.97
Community Council Public Works I	11.72	11.95
Community Council Public Works II	12.02	12.26
Community Council Public Works III	12.30	12.55
Community Council Public Works IV Supervisor	14.54	14.83
Senior Clerk	11.48	11.71
Junior Clerk	9.83	10.03
Recreation Director	9.29	9.48
Community Constable	11.48	11.71
Chief Community Constable - <i>Special</i>	14.68	14.97
Training & Employment Services Officer	13.13	13.39
Probations Worker	8.31	8.48

2% increase - Year 2 across the board.**2% increase for employees' with five (5) or more years of service.**

Remoteness Allowance effective March 20, 2004:	\$276.39	Dependants
	\$159.42	Single

Remoteness Allowance effective March 19, 2005:	Increase as per CPI.
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Appendix “B”

The parties to this Agreement agree the following classifications are excluded from the Agreement:

- (a) Council Members
- (b) Administrator

This Agreement signed this *28th* day of *February*, 2005.

Signed

On Behalf of the Manitoba Government
and General Employees' Union

Signed

On Behalf of the South Indian Lake
Community Council

Signed

On Behalf of the Manitoba Government
and General Employees' Union

Signed

On Behalf of the South Indian Lake
Community Council