

Collective Agreement

Between

Municipality of WestLake Gladstone

And

Manitoba Government and General Employees' Union

Local 454

April 1, 2021 to March 31, 2024

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Article 1 Definitions

- 1:01** “Agreement” means this agreement.
- 1:02** “authorized overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “authorized overtime”
- 1:03** “casual” means an employee who works an irregular schedule and who is not guaranteed a minimum number of hours per day or per week. A casual employee is one who is employed sporadically or for short periods of time often to replace an absent employee or to meet peak service or workload demands.
- 1:04** “continuous service” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination or permanent lay-off of the employee.
- 1:05** “dismissal” means the removal for disciplinary reasons from a position of employment for just cause.
- 1:06** “employee” means a person employed in a position in the bargaining unit.
- 1:07** “Employer” means the Municipality of WestLake-Gladstone.
- 1:08** “full-time employee” means an employee who regularly works the full daily and weekly hours of their classification.
- 1:09** “part-time employee” means an employee who is scheduled to work less than the full daily or weekly hours of their classification on a pre-determined and recurring basis.
- 1:10** “position” means a position of employment with the Employer.
- 1:11** “promotion” means a change in employment from one (1) position to another having a higher maximum salary.

- 1:12** “seasonal employee” means an employee who is hired to perform work which is seasonal or variable in nature. Where employment of a seasonal employee terminates at the end of a specified term, the Employer will not be required to provide any notice or payment in lieu thereof. In the event the employment of a seasonal employee is being terminated prior to the end of the term, other than for cause, the Employer shall grant one (1) week of notice or pay in lieu thereof.
- 1:13** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, and employee or both.
- 1:14** “term employee” means an employee hired for a specific period or duration of employment.
- 1:15** “Union” means the Manitoba Government and General Employees’ Union.
- 1:16** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine, masculine or the neuter where the context so admits or requires and the converse shall hold true as applicable. Definitions

Article 2 Recognition

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit, defined in the Manitoba Labour Board Certificate MLB-7350 or subsequent amendments thereto except Public Works Foreperson, or as may be granted voluntary recognition by the Employer.
- 2:02** The Terms of this Agreement shall not apply to:
- Chief Administrative Officer
 - Assistant Chief Administrative Officer
 - Director of Operations
 - Public Works Foreperson

The Public Works Foreperson shall not perform jobs on a regular basis which have been determined as being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case and instances of; training or demonstration or as required to maintain competency, trying out new or modified processes or equipment, troubleshooting or helping to correct difficulties with equipment, machinery or processes, as per past practice where qualified regular employees are not readily available and the employer has determined the work cannot reasonably wait, or emergency circumstances which may arise from time to time. It is agreed that the performance of the activities listed herein by the Public Works Foreperson shall not directly result in the layoff of members of the bargaining unit.

2:03 The parties agree that the terms of this Agreement shall:

- (a) not apply to high school or post secondary education students. For the purposes of this article, students are defined as high school students or post-secondary education students hired for a period of not more than eighteen (18) weeks and not earlier than May 1st and whose employment terminated not later than September 10th.
- (b) apply to casual employees effective the start of the bi-weekly period following the completion of two hundred (200) hours of work. The only provisions of the Agreement which apply to casual employees are those listed in Appendix "A" – Casual Employees.

2:04 If the Employer and the Union disagree as to whether a person is an employee within the terms of the Manitoba Labour Relations Act and appropriate for inclusion within this Agreement, then either or both parties may refer the matter to the Manitoba Labour Board for ruling.

2:05 If the Manitoba Labour Board rules that such person is an employee within the terms of the Manitoba Labour Relations Act, and appropriate for inclusion in this Agreement, then the Employer and the Union agree to meet forthwith to negotiate the classification and salary schedule for that employee, for inclusion in this Agreement. If the Employer and the Union are unable to

reach an agreement on the classification and/or salary schedule, either party may refer the matter to arbitration in accordance with Article 18.

- 2:06** No employee shall enter into any separate agreement which conflicts with the provisions hereof.

Article 3 Union Security

- 3:01** During the term of this Agreement, employees covered by this agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 3:02** The Employer shall forward to the Union the amount of the dues deducted under Article 3:01 above on a monthly basis per each applicable bi-weekly pay period.
- 3:03** The Employer shall provide to the Union on a monthly basis per each applicable biweekly pay period system, the names of the employees from whose wage dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 3:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 3:05** The Union and its members agree to observe all reasonable rules and regulations of the Employer which may be in force or which may, at the discretion of management be put into effect after the signing of this collective agreement provided such rules and regulations shall not conflict with any of the provisions of this agreement.

3:06 Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union, the following:

- (a) the name of each employee;
- (b) the classification of each employee; and
- (c) the current rate of pay of each employee.

Article 4 Representation and Union Business

4:01 The Employer recognizes the Union's right to select stewards to represent employees.

4:02 The Union shall determine the number of stewards and the jurisdictions of each steward having regard to the plan of organization, the distribution of employees at the workplace, and the administrative structure implied by the Grievance Procedure.

4:03 The Union agrees to provide the Employer with a list of stewards and other elected representatives immediately after any changes, new elections, and pursuant to the ratification of this Agreement and the Employer shall be required to recognize only those stewards and staff representatives of whom it has notice.

4:04 The Employer agrees to provide a suitable bulletin board for postings by the Union at each work location. The Employer reserves the right to request the removal of posted material if considered damaging to the Employer and the Union agrees to comply with this request

4:05 A representative of the Union will be granted up to fifteen (15) minutes to familiarize a new employee with the Union and this Agreement during the period of orientation.

4:06 The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform

their duties under this Agreement. Therefore no Steward shall leave their work without obtaining the permission of their supervisor, which such permission shall not be unreasonably withheld

- 4:07** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure. If an employee's individual request for assistance in resolving a conflict does not result in a resolution with the assistance of their supervisor, the Steward shall assist in resolving differences which may arise out of the interpretation, application, operation or alleged violation of a provision of this Agreement, as outlined in the Grievance Procedure.
- 4:08** For complaints of an urgent nature, a steward shall first obtain the permission of their immediate supervisor before leaving their work to investigate such complaint with the employee and supervisor concerned. Such permission shall not be unreasonably sought or withheld. On resuming their normal duties, the steward shall notify their supervisor.
- 4:09** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and employee shall notify their supervisor(s).
- 4:10** Stewards and employees shall not normally conduct Union business during their working time. Should it be necessary to conduct Union business during normal working hours and subject to operational requirements, they shall be allowed time off on a wage recovery basis subject to Union approval.

Article 5 Management Rights

- 5:01** The Union recognizes and acknowledges that the management of the Municipality and direction of the working forces are fixed exclusively in the Employer and that the Employer retains all the rights and functions of

management that it has by law and without limiting the generality of the foregoing, the Employer, subject to such modification or limitation as appear elsewhere in the Agreement, shall have the right to:

- (a) maintain order, discipline and efficiency and, in connection therewith, make, alter and enforce, from time to time, reasonable rules and regulations, and to discipline or discharge employees for just cause;
- (b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off or recall employees, subject to the terms of this Agreement and the competency of the employee;
- (c) determine the location of the operations and their expansion or curtailment; determine the methods, processes and means of operation; establish the number of employees, the schedule of operations, and the number of shifts of work needed at any time; determine the content of jobs and the qualifications and competence required of employees to perform their work; direct the workforce and establish work or job assignments, determine the financial policies, including general accounting procedures;
- (d) introduce and use new and different methods and equipment;
- (e) exercise sole and exclusive jurisdiction over all operations, buildings, equipment and employees; and exercise its residual management rights effectively save only insofar as they are specifically modified by this Agreement.

5:02 Policies, procedures, rules and regulations of the Employer which are pertinent to the bargaining unit will be made accessible to Employees in written form. When new policies, procedures, rules, or regulations are to be implemented, or amendments are made, the Employer agrees to discuss these with the Union prior to implementation, but shall retain the right to implement at its sole discretion.

5:03 The Employer agrees that management rights will not be exercised in a manner inconsistent with the express provisions of this Agreement. Nothing in this Article shall, however, deprive an employee from exercising their full rights under the grievance procedure as set out in this Agreement.

Article 6 Contracting Out

6:01 The Employer has, does, and will continue to use the services of contractors to carry out certain of its activities. However, the Employer agrees not to contract our work for which current employees are capable, equipped and competent, if such contracting out directly results in the layoff of bargaining unit employees.

Article 7 Seniority

7:01 “Seniority” means the period of unbroken service with the Employer following the employee’s date of hire.

7:02 A seniority list will be posted as soon as possible after the signing of this Agreement and shall be revised annually on or about December 31st of each year. A copy will be posted on each bulletin board, and a copy will be provided to the Union’s Portage la Prairie office.

An employee may challenge the accuracy of the seniority list within the first ten (10) working days from the date the list is posted. If no challenge is made, the employee’s standing will be deemed to be correct. In the event the employee is not at work when the list is posted, the objection must be made within four (4) working days from the time of returning to work.

7:03 Seniority shall include:

- (a) all service for which the employee has received regular pay, including regular hours worked and approved leaves of absence where regular pay is maintained;

- (b) any sick leave without pay necessary to satisfy the elimination period for the LTD plan, and periods of leave while on the LTD plan;
- (c) periods of workers compensation;
- (d) periods of maternity leave and/or parental leave;
- (e) any other approved leaves without pay to a maximum accumulation of twenty (20) working days in a given year.

7:04 An employee will lose all seniority when the employee:

- (a) resigns;
- (b) retires;
- (c) is dismissed and not reinstated;
- (d) dies;
- (e) is permanently laid-off or laid-off for greater than six (6) months;
- (f) fails to return to work after having been recalled in accordance with applicable provisions of this Agreement;
- (g) is terminated at the expiry of the employee's term of employment;
- (h) is deemed to have abandoned their position and not reinstated.

Article 8 Vacancies, Transfers and Promotions

8:01 In the event that a new position or vacancy occurs in a classification and/or position covered by this Agreement, and provided the Employer decides to fill the vacancy, the Employer will post the new position or vacancy at each work location a minimum of fourteen (14) calendar days and accept applications from appropriately skilled, able, and qualified employees in an attempt to fill the vacancy or position.

The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the

skills, qualifications and experience required and the salary range / regular wage rate. The Employer will advise the Union of a new position or vacancy, and upon request will provide the Union with a copy of the applicable bulletin.

- 8:02** The Employer will provide the position first to an internal applicant within the bargaining unit prior to considering external applicants for the position provided the internal applicant possesses the skills, ability, and qualifications for the vacancy. Where the Employer determines that there is more than one skilled, qualified / experienced internal applicant, all things equal, then seniority will apply.
- 8:03** Notwithstanding Article 8:02 and subject to Article 8:05, first consideration for filling vacancies or new positions shall be given to qualified employees on the Employer's recall list.
- 8:04** If, in the opinion of the Employer, any or all of the applicants who apply from within the bargaining unit do not have the skills, ability, required qualifications, the applicants will be notified by the Employer as to why their application was unsuccessful including the skills the applicant would need to obtain or upgrade in order to qualify for consideration within seven (7) days. An employee who has been given the reasons for non-acceptance verbally, may then request that the reasons be provided in writing and the reasons shall be provided in writing by the Employer.
- 8:05** Posting of vacancy will not be required:
- (a) when a vacant or new position is to be filled on a temporary basis of one hundred and twenty (120) working days or less;
 - (b) when a sick leave of absence is filled for up to one hundred and twenty (120) working days;
 - (c) when a vacant or new position is to be filled by the recall of a laid-off employee(s);

- (d) when an employee is transferred to a vacant or new position for reasons of accommodation;
- (e) where a subsequent vacancy has occurred in a position posted within the previous one hundred and twenty (120) working days.

8:06 If an Employee is transferred by the Employer to replace an employee of a lower wage classification, their regular wage rate shall not be reduced as a result of that transfer.

If an Employee is promoted or transferred to replace an employee in a higher wage classification or new position, they shall receive the regular wage rate at the Step of the higher classification which provides an increase. This shall apply to temporary transfers to a higher classification or new position of greater than or equal to one full working day in duration. Temporary transfers to a higher classification or new position of less than one full working day in duration will be paid at the regular wage rate of the employee's permanent position.

If an Employee requests a move to a different classification the regular wage rate and applicable step at that classification shall prevail. Wages are to be paid according to the regular wage rate as outlined in this Agreement.

Article 9 Merit Increases

9:01 A full-time, part-time, or casual employee who is not at the maximum pay step for their classification is eligible to be granted one (1) merit increment step in their pay scale effective the pay period following satisfactory completion of one (1) year's accumulated service, in their classification since the employee's last increment or since the date of employee's start of employment.

9:02 Where for any reason(s) the Employer withholds an employee's merit increase on the date the employee becomes eligible, the employee shall be given written notice stating the reason(s) for which the merit step increase is being withheld.

- 9:03** If subsequent to a merit increase being withheld, the reason(s) for withholding the increase are remedied, the increment may be granted no earlier than ninety (90) working days but not after one hundred and eighty (180) working days from the date it was withheld.
- 9:04** Should an employee not be granted a merit increase in recognition of satisfactory work performance as mentioned herein, the employee can grieve the matter in accordance with the grievance procedure.

Article 10 Probationary Period

- 10:01** It is understood that all new employees are employed on a probationary period of six (6) months, during which the Employer can release an employee from employment at its discretion. For greater certainty, the just cause standard does not apply to probationary employees.
- 10:02** The Employer may extend the probationary period by up to six (6) additional months upon written notification to the employee and the Union outlining the reasons why it is being extended.

Article 11 Lay-off and Recall

- 11:01** Where by reason of a shortage of work or funds, or the abolition of a position or material change in duties or organization the Employer determines that a layoff(s) is required the Employer shall provide notice of layoff as set forth herein. In the event the Employer implements non-operational days during the Christmas break, such day(s) shall not be considered a layoff for purposes of this agreement.
- 11:02** Employees shall be laid-off in reverse order of seniority provided always that the employees retained possess the seniority, skills, ability, qualifications, and demonstrated performance to satisfactorily perform the remaining work.
- 11:03** Full-time employees who are laid-off, including seasonal employees, shall be placed on a recall list. Employees placed on the recall list shall be called back in reverse order of lay-off starting with the most recently laid-off employee

and proceeding in descending order to the first employee laid off in the classification from which the employee was laid-off, provided that such employees possess, the ability, and qualifications to perform the work. Seasonal employees who are laid off are to be provided first right of refusal for any subsequent seasonal work only.

11:04 Notification of recall following a lay-off shall be sent by certified letter or courier with certified delivery to the last reported address of the employee. The employee is responsible to provide the employer with any updates or changes to their address and may provide a current email address and phone number during the period the employee remains eligible for recall. An employee who is recalled from layoff shall be required to indicate within three (3) working days of receipt of recall their intention to return to work. The employee shall be required to return to work within seven (7) calendar days.

11:05 No new employee shall be hired until those laid-off who meet the requirements of the job have been given an opportunity of recall.

11:06 Employer shall give a full-time employee written notice of the date upon which the employee is to be laid off two (2) weeks before the date on which the employee is to be laid-off if the employee has more than one (1) year of service, and one (1) week if the employee to be laid off has one (1) year or less of service. If and to the extent that such above notice is not given, the employee shall receive pay in lieu thereof.

Where a seasonal or term employee is being laid-off at the end of a specific season or term of employment for which the employee was specifically employed, no additional notice of lay-off is required.

11:07 Employees on continuous layoff for a period of six (6) months shall, at the end of that period, be considered terminated, and their names shall be removed from the recall list.

11:08 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

- 11:09** When an employee is to be laid-off, the employee shall be allowed up to thirty (30) minutes to attend to any personnel or pay related matters that may be outstanding. No request will be unreasonably denied.
- 11:10** An employee who is laid-off shall maintain their Health and Dental benefit coverage to the end of the month of layoff excluding long-term disability coverage which ceases immediately unless the employee otherwise is eligible to purchase extended benefit coverage during the lay-off period. All other benefits cease upon date of layoff.
- 11:11** To the extent that permanent layoffs may occur, the parties agree to meet one (1) week before the anticipated lay-off notice(s) are to be issued to full-time and part-time employees to plan for resultant change, with the exception of an emergency situation.

Article 12 Personnel File

- 12:01** All documents relating to an employee's disciplinary or employment records shall be retained on file in an appropriate and secure manner at the administrative office of the Employer.
- 12:02** Within one (1) week of making a written request, an employee shall have the right to have access to and review his/her personnel file and shall have the right to initial and date all documents on file. Such reply shall become part of the permanent record.
- 12:03** Any disagreement regarding disciplinary information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's file.
- 12:04** The Employer shall have the right to have its representative present when the employee is examining his/her personnel file. The employee may have a Union representative of his/her choice present for the examination.

12:05 An employee shall have the right to make a reasonable number of copies of training, performance and disciplinary documents from his/her personnel file.

Article 13 Performance Review

13:01 A performance review shall be conducted annually not later than one (1) month before the anniversary of the employee's date of hire.

13:02 Where a formal performance review is made, the employee concerned shall have the opportunity to review the report and shall have the opportunity to indicate their agreement or disagreement in whole or in part with the review but must sign acknowledging that they have received and read the report. The employee shall have the right to place their own comments on the form and/or append comments to the form. An employee shall receive a copy of the performance review document when all appropriate parties have signed the report.

Article 14 Resignations

14:01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform the employee's regular duties.

14:02 Employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.

Article 15 Abandonment of Employment

15:01 Where an employee is absent without leave for a period of three (3) scheduled working days, the employee shall be considered to have abandoned their position and shall be deemed to have been terminated on the last day on

which the employee was present at work and performed the employee's regular duties.

Where the absence is due to inability to attend work due to illness or injury, the employee will not be considered to have abandoned their position and will be reinstated accordingly provided the employee, at their own cost, supplies the Employer a medical certificate that substantiates the inability to report to work due to illness or injury.

Article 16 Disciplinary Action

- 16:01** An employee shall only be disciplined for just cause. Unless otherwise provided in this Agreement, an employee shall only be terminated for just cause.
- 16:02** Where the Employer schedules an investigatory meeting regarding an employee's conduct, the employee shall be advised that their conduct is the subject of the investigation. The employee will be provided with reasonable notice of the meeting and advised of their right to have a recognized steward or staff representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 16:03** Where the Employer schedules a meeting to impose disciplinary action, the employee, shall be advised that the meeting is a disciplinary meeting and shall be provided with reasonable notice of the meeting. The employee will be provided reasonable notice of the meeting and advised of their right to have a steward or staff representative attend the meeting. It is the employee's responsibility to arrange attendance by a representative of the Union.
- 16:04** Where the Employer issues disciplinary action in writing, the Employer shall normally meet with the employee to communicate the areas of concern and the remedial action expected. Where the written disciplinary action is provided to the employee in a meeting, the employee shall sign a copy of the document only to confirm receipt of the disciplinary action. All disciplinary

actions which are confirmed in writing shall be placed on the employee's file. A copy of the disciplinary action shall also be provided to the employee.

- 16:05** An employee may grieve any disciplinary action according to the grievance procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 16:06** No notice or payment in lieu thereof is required where an employee is dismissed for just cause.

Article 17 Grievance Procedure

- 17:01** The Employer and the Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and the supervisor, and both the Employer and the Union shall encourage employees to discuss their complaints with their supervisors to resolve differences quickly without necessarily having to resort to the following formal process.
- 17:02** An employee, a steward or a staff representative of the Union shall be allowed to attend meetings scheduled by the Employer during working hours for the purpose of settlement of a grievance without loss of remuneration.
- 17:03** When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 17:04** A grievance is defined as an unresolved difference in writing concerning the application, interpretation, or alleged violation of this Agreement.
- (a) Where either party to the Agreement disputes the general application, interpretation, or alleged violation of this Agreement, either party may initiate a policy grievance. Such grievances initiated by the Union shall be made to the Chief Administrative Officer or their designate, and such grievances initiated by the Employer shall be made to the Staff Representative located out of the Union's Portage la Prairie office, in which a copy thereof will be emailed to the Unions Resource Centre

(resourcecentre@mgeu.mb.ca), and in either case shall be within fifteen (15) working days from the date upon which the initiating party was notified orally or in writing, or on which it became aware, or ought to have become aware of the action or circumstances giving rise to the grievance.

- (b) The Employer or the Union, as appropriate, will provide the other a written reply to the policy grievance within fifteen working days of receipt of a policy grievance. Failing settlement of the policy grievance within fifteen (15) working days after receipt of the reply to the policy grievance, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

17:05 If an employee or 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 Employer fails to reply to a grievance within the prescribed time limits, the employee and/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.

17:06 An employee or Union policy grievance shall be presented on an official grievance form. The written description of the nature of the grievance, the article violated, and the redress requested shall be sufficiently clear on the form.

17:07 **Discussion Stage:**

In accordance with Article 17:01 above, and within ten (10) calendar days of occurrence of the grievance, the employee assisted by their Union representative if requested shall attempt to resolve the dispute with their immediate supervisor who is outside of the bargaining unit.

Step One:

If the discussion stage is unsuccessful in resolving the dispute, the grievance can be submitted in writing within fourteen (14) calendar days from the time the grievance was discussed with the immediate supervisor. The grievor and the Union representative may within the ensuing fourteen (14) calendar days submit the grievance in writing to the employee's immediate supervisor who is outside of the bargaining unit. The Union shall present the grievance with the redress requested to the immediate supervisor who shall issue a decision in writing to the employee and to the Union within fourteen (14) calendar days.

Step Two:

Failing settlement of the grievance and within fourteen (14) calendar days after submission under Step One, the Union may submit the grievance in writing to the Chief Administrative Officer (CAO) or designate. The Union shall present the grievance with the redress requested to the CAO or designate who shall issue a decision in writing to the employee and to the Union within fourteen (14) calendar days.

Step Three:

Failing settlement of the grievance within fourteen (14) calendar days after submission at Step Two, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

- 17:08** Any of the time limits referred to above may be extended by mutual agreement of the parties hereto. An extension, if requested, shall not be unreasonably withheld.

Article 18 Arbitration Procedure

- 18:01** Effective from the date of the signing of the Agreement and restricted to grievances which occurred and were initiated after that date, unresolved grievances shall be submitted to arbitration in accordance with the procedure set forth in this Article. In the spirit of co-operation and in the interest of

minimizing costs, both parties express preference for a single arbitrator, but retain the right to choose a panel.

- 18:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Either of the parties shall, within thirty (30) working days from the receipt of the decision at Step 2 of the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration, and said notice shall contain the first party's appointee to the Arbitration Board and a request to proceed to a single arbitrator if desired.
 - (b) The party who receives notice shall, within ten (10) working days of receiving the notice either agree to proceed to a single arbitrator or decline and name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - (c) In the event the parties agree to a single arbitrator the Employer and the Union shall attempt to name and secure a person acceptable to both parties. Failure to do so within thirty (30) days or a decline by either party will result in the formulation of the Arbitration Board. The two (2) members of the Arbitration Board named by the parties shall within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the chairman thereof.
 - (d) If the party receiving the notice fails to name an appointee or if the two (2) appointees fail to agree upon a chairperson within the time limit specified, the appointment shall be made by the Minister of Labour.
 - (e) The Arbitration Board, or single arbitrator, shall hear and determine the difference or allegation and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee affected by it.

- (f) The Arbitration Board, or single arbitrator, may summon before it any witnesses and may require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board, or single arbitrator, deems requisite to the full investigation and consideration of the matters referred to it.
- (g) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.
- (h) The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall be the decision of the Board.
- (i) The Arbitration Board, or single arbitrator, shall not have the power to add to, subtract from or modify or alter in any way the provisions of the Agreement.
- (j) The Arbitration Board, or single arbitrator, shall expressly confined itself to the precise issue submitted to it, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- (k) Where the Arbitration Board, or single arbitrator, determines that an employee has been dismissed or otherwise disciplined by the Employer for cause, and provided the Collective Agreement does not provide a specific remedy or penalty for the cause of the dismissal or disciplinary action, the Arbitration Board, or single arbitrator may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.

18:03 Should the parties disagree as to the meaning of the Board's decision, within thirty (30) days of receipt of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision.

18:04 Each party shall pay the fees and expenses of the arbitrator it appoints, and one-half (1/2) of the fees and expenses of the chairman.

Article 19 Technological Change

19:01 “Technological Change” means the introduction of equipment or material which is likely to affect the security of employment of a member of the bargaining unit.

19:02 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) the Employer will provide the Union with at least ninety (90) days notice prior to the date the change is to be effective;
- (b) during this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
- (c) where retraining is to be provided, it shall be provided during the employee’s normal working hours except where the retraining is not available during the employee’s normal working hours;
- (d) at the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of the two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

19:03 The provisions of this Article are intended to assist employees affected by the technological change and Sections 83, 84 and 85 of *The Labour Relations Act* do not apply during the term of this Agreement.

Article 20 Hours of Work and Overtime

20:01 The parties recognize the need for reasonable flexibility in establishing hours of work to ensure effective service delivery.

20:02 Administrative Office Employees Hours of Work and Overtime

- (a) The regular workday shall be seven (7) consecutive hours exclusive of meal periods and the regular work week shall be thirty-five (35) hours scheduled Monday to Friday inclusive. Meal breaks shall be one (1) hour unpaid per workday. Rest periods shall include two paid fifteen (15) minute periods per workday.
- (b) Administrative Office regular shift start, and end times as set by the Employer shall be between 7:30am and 5:00pm from Monday to Friday inclusive.
- (c) Administrative Office employees will receive overtime pay at the rate of time and one-half (1.5 x) the employee's regular rate of pay after working greater than eight (8) hours in a regular workday or forty (40) hours in a regular work week.
- (d) Administrative Office employees hired following the date of ratification of this agreement, may be assigned to a work week consisting of five consecutive days not restricted to Monday to Friday, and shift start, and end times not restricted to between 7:30am and 5:00pm. These employees shall have two consecutive days off as rest. Overtime shall be paid in accordance with Article 20:02 (c).
- (e) Where requested and mutually agreed, by the employee and the Employer, temporary changes to the employee's regular shift start and end times that are outside of the regular hours established in paragraph (b) above may be made. Where such change requested extends beyond five (5) consecutive working days Article 20:06 applies.

In instances other than the temporary changes noted herein the Employer will provide employees with two (2) weeks' notice of changes to employee shift start and end times and once such notice is given a change to the employee shift start and end times can commence during the two week period if mutually agreed by the employee and the Employer.

20:03 Landfill Attendants Hours of Work and Overtime

- (a) Landfill Attendants hours of work shall be set by the Employer based on required operating hours for each respective waste disposal area.
- (b) If scheduled to work greater than five (5) consecutive hours Landfill Attendants will be entitled to a one-half (1/2) hour paid meal break and one paid rest period of fifteen (15) minutes, to be taken during the shift when time permits.
- (c) Landfill Attendants will receive overtime pay at the rate of time and one-half (1.5) x the employee's regular rate of pay after working greater than eight (8) hours in a day or forty (40) hours in a week.
- (d) The Employer will provide employees with two (2) weeks' notice of changes to employee shift start and end times. Where mutually agreed between the employee and their supervisor, a change to an employee's hours of work may be implemented in less than the two (2) weeks noted herein to accommodate an employee's request or for operational requirements.

20:04 Public Works and Utility Employees

- (a) The regular workday shall be nine (9) consecutive hours inclusive of meal periods and the regular work week shall be forty-five (45) hours scheduled Monday to Friday inclusive. Meal periods must be taken approximately at the midpoint of the shift and shall not exceed thirty (30) minutes. Rest periods shall include two paid fifteen (15) minute periods per workday.
- (b) Public Works and Utility employee regular shift start, and end times as set by the Employer shall be between 7:00am and 5:30pm from Monday to Friday inclusive.
- (c) Public Works and Utility employees will receive overtime pay at the rate of time and one-half (1.5 x) the employee's regular rate of pay after working greater than ten (10) hours in a regular workday or fifty (50) hours in a regular work week. The Employer agrees not to schedule or

require Public Works and Utility employees to work beyond the regular workday of nine (9) consecutive hours inclusive of meal periods on a regular basis excepting; in conjunction with overtime work, or when the Employer requires work to be completed within the same day, or in emergency situations.

- (d) Public Works and Utility employees hired following the date of ratification of this agreement, may be assigned to a work week consisting of five consecutive days not restricted to Monday to Friday, and shift start, and end times not restricted to between 7:00am and 5:30pm. These employees shall have paired days off as rest. Overtime shall be paid in accordance with 20:04(c).
- (e) Where requested and mutually agreed, by the employee and the Employer, temporary changes to the employee's regular shift start and end times that are outside of the regular hours established in paragraph (b) above may be made. Where such change requested extends beyond five (5) consecutive working days Article 20:06 applies.

In instances other than the temporary changes noted herein the Employer will provide employees with two (2) weeks' notice of changes to employee shift start and end times and once such notice is given a change to the employee, shift start and end times can commence during the two week period if mutually agreed by the employee and the Employer.

- 20:05** Where an employee works more than ten (10) consecutive hours, they will be provided a third fifteen (15) minute paid rest period.
- 20:06** Any variations to regular workday or work week other than those described in Article 20- Hours of Work and Overtime, 20:01 to 20:04 shall be instituted by mutual consent of the parties hereto.
- 20:07** In the event of adverse weather, including severe storms, employees are expected to make every reasonable effort to report for work as scheduled. In the event the employee is unable to report for work due to adverse weather,

the employee may request to use their vacation leave and/or banked overtime for any such absence and the Employer will not unreasonably deny such request.

In the event the CAO or designate authorizes a temporary closure or early closure of a facility or workplace due to equipment or process breakdown or other unforeseen event, and work is temporarily unavailable, such temporary closure or early closure will not be considered a layoff and the Employer will endeavour to provide employees alternate work where reasonably able to do so. Where such alternate work is provided employees will be required to perform such work. Where the Employer does not provide the employee advance notice of the temporary closure prior to the employee reporting to work, the Employer shall pay the Employee for the first three (3) hours of their shift during which time the employee may be provided alternate work to perform for the three (3) hour period. At the employee's request, the Employer will apply an employee's banked overtime or vacation, if any, to such hours of closure beyond the first three (3) hours.

Article 21 Overtime

21:01 Overtime shall mean all time worked in excess of the regular hours of work, daily or weekly, as set out in Article 20- Hours of Work and Overtime which is authorized by the employee's supervisor.

Every reasonable effort will be made to ensure that all overtime work is distributed equitably amongst employees who are able to perform the required duties.

21:02 An employee who is required to work overtime on the employee's regularly scheduled work day shall receive compensation at time and one-half (1.5x) for all overtime worked in accordance with the provisions of Article 20 – Hours of Work and Overtime herein.

21:03 An employee who is required to work on the employee's day of rest is entitled to compensation at time and one-half (1.5x).

21:04 All overtime worked by employees may be banked up to a maximum of five (5) regular workdays at any given time. Any overtime worked that exceeds this maximum limit will be paid to the employee the following pay period.

Notwithstanding the above, an employee may request in writing any and all banked overtime be paid in lieu of time off. Such pay out request shall be processed and paid to the employee at the employee's current rate of pay and provided by the next pay period in which it was requested.

21:05 All time off for banked overtime shall be granted at a time mutually agreeable to the employee and the Employer and shall be paid at the employee's current rate of pay when the time off is taken.

21:06 Banked time earned the prior calendar year must be used in full by April 1st of the subsequent calendar year. In the absence of an agreement regarding the time for any banked overtime to be taken as time off, it will be paid out to the employee.

Article 22 Utility Department On-Call Duty and Call Out Pay

22:01 Utility Department on-call duty shall be assigned by the Employer during which an employee is required to be available to report for work without delay and physically capable of performing the duties which may be required. The schedule for the utilities weekend duties and weeknight on-call will be set out by December 1st, when possible, for the following calendar year. Schedule is subject to employee changes due to training and turnover and/or operational requirements, and the Employer will provide as much advance notice of any changes to the schedule as is reasonably possible under the circumstances. Employees may request for their scheduled on-call duty assignments to be switched amongst themselves, in which such requests are subject to the approval of the Employer and shall not be unreasonably denied.

22:02 A Utility employee who is assigned by the Employer to be on on-call duty shall be compensated forty dollars (\$40) for each on-call duty availability from

the end of the employee's shift to the beginning of the employee's shift the following calendar day.

- 22:03** The Utility Department on-call duty payment includes the responsibility to respond to phone calls and other forms of electronic communications without delay which do not involve a return to work. If such calls individually or in total exceed thirty (30) minutes, the employee is entitled to claim overtime for the period beyond thirty (30) minutes at the applicable overtime rate(s).
- 22:04** A Utility employee who is scheduled to perform the Daily Utility Task List on their scheduled day of rest will be paid the sum of one hundred and fifty dollars (\$150) per day. For the period when the swimming pool is operating the \$150 dollar per day amount will be increased to \$170 per day. If they are called to perform tasks that are over and above the Task List items, the utility employee would be paid for such hours at their applicable overtime rate.
- 22:05** A Utility employee if called out to work additional hours, shall receive for such work, pay for a minimum of three (3) hours at the applicable overtime rate provided that the period of the call out is not contiguous to the employee's scheduled working hours. A meal break shall not be regarded as affecting contiguity. If the work the employee has been called in to perform is completed and other work is available within the period of three (3) hours and within the employee's capabilities, the employee will perform that work as directed.

Article 23 Flex Time

- 23:01** Employees may vary hours worked as mutually agreed between the employee and the Employer, to be used as needed or to be banked at straight time, to attend to necessary appointments and/or family emergencies.
- 23:02** Requests shall not be unreasonably refused and are subject to operational requirements.

Article 24 Pay

- 24:01** An employee shall be paid the current hourly rate for all hours worked in the employee's classification contained within the Agreement. Wages shall be paid biweekly on Thursdays, by direct deposit.
- 24:02** The Employer shall provide to all employees an electronic pay statement indicating the dates of the pay period, the number of hours paid at regular time, the number of hours paid at overtime, other earnings, gross earnings, deductions and reasons therefore, net pay and the names of the Employer and the respective employee. On a separate statement, no less than once a month, the Employer will provide each employee accumulated banks and what they have used for paid leaves, by each type of leave.
- 24:03** Where an employee is promoted to another classification with a higher maximum rate of pay, if possible, the employee will be placed at the Step in the Salary Schedule at the rate of pay closest to but not less than their current rate of pay.

Article 25 Pay Day

- 25:01** Pay day shall be at least once every two weeks no later than the fifth work day following the end of the Employer's weekly payroll period. Employees are to be paid by direct deposit to the Employee's bank account. When Employees are laid off or discharged, they shall be paid all wages and vacation pay due on the next available pay day.

Article 26 Job Descriptions

- 26:01** The Employer agrees to provide the Union with a copy of the most recent position description of a position within the bargaining unit upon request. The Employer shall also provide each employee an updated copy of the position description for their respective position. The Employer will identify and review any changes or amendments to a job description with the incumbent employee(s) and the Union.

Article 27 Amendment to the Salary Schedule

- 27:01** When the Employer creates a new classification within the bargaining unit that is not presently listed in the Salary Schedule, the Employer will notify the Union of the new classification. The salary for any such new classification shall be determined through negotiation between the parties hereto.
- 27:02** When the Employer determines it is necessary for the purpose of recruitment and retention to effect an upward adjustment to the pay range for an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

Article 28 Bereavement Leave

- 28:01** An employee shall be entitled to bereavement leave of five (5) consecutive working days, unless otherwise agreed, without loss of salary in the event of the death of a parent, step-parent, spouse, child or step-child, grandchild, ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 28:02** An employee shall be entitled to bereavement leave of three (3) consecutive working days, unless otherwise agreed, without loss of salary in the event of the death of the employee's grandparent, brother, step-brother, sister, step-sister.
- 28:03** An employee shall be entitled to bereavement leave of one (1) working day without loss of salary in the event of the death of the employee's, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, niece, nephew, aunt or uncle.
- 28:04** An employee who is entitled to bereavement leave under Articles 28:01, 28:02, and 28:03 during vacation leave shall receive vacation days equal to the number of days of bereavement leave granted.

- 28:05** Provided an employee has not received bereavement leave for the day in question in accordance with Articles 28:01, 28:02, and 28:03, the employee shall be entitled to bereavement leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer or to perform a eulogy.
- 28:06** If an employee qualifies for bereavement leave without loss of pay pursuant to the foregoing provisions, the employee may request additional days of leave without pay for the purposes of attending a funeral and that request shall not be unreasonably denied by the Employer.

Article 29 Maternity Leave

- 29:01** In order to qualify for maternity leave, a pregnant employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer;
 - (b) Submit to the Employer 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 Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.
- 29:02** An employee who qualifies is entitled to and shall be granted maternity leave without pay 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 29:01(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 29:01(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

29:03 An employee who has been granted maternity leave shall be permitted to apply up to a maximum of five (5) days of her accumulated sick leave against the Employment Insurance waiting period provided they have the days accumulated in their bank.

Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the employee shall compensate the Employer for the balance of the outstanding days at the time of termination.

Approved sick leave with pay granted during the period of return shall be counted as days worked.

Article 30 Parental Leave

30:01 In order to qualify for parental leave, an employee must:

- (a) be the natural mother of a child; or
- (b) be the natural father of a child; or
- (c) adopt a child under the law of a province.

30:02 An employee who qualifies under Section: 01 must:

- (a) have completed seven (7) continuous months of employment; and
- (b) submit to the employing authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

30:03 An employee who qualifies in accordance with Articles 30:01 and 30:02 is entitled to parental leave without pay for a continuous period of up to sixty-two (62) weeks. (Note: This represents the extended parental leave of 61 weeks plus the 1 week wait period).

- 30:04** Subject to Article 30:05, parental leave must commence no later than seventy-eight (78) weeks after the date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee. NOTE: This change represents 1 week wait period + 15 weeks maternity leave + 1 week wait for parental leave + 61 weeks parental leave = 78 weeks
- 30:05** Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the employing authority.

Article 31 Court Leave

31:01 **Jury Duty**

All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury service and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from jury duty for the rest of the day or days and fails to report back to work, or if jury duty occurs on the employee's day off.

31:02 **Witness Fees**

Employees subpoenaed to appear in court as a witness or employees appearing on behalf of the Employer, will be paid wages amounting to the difference between the amount paid to them for witness fees and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from court for the rest of the day or days and failed to report back to work, or if the case occurs on the employee's scheduled day or days off. The employee subpoenaed shall cooperate with the Employer to minimize time from work.

Article 32 Holidays

- 32:01** The following holidays shall be observed:

- New Year's Day
- Louis Riel Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day (only when it falls on a working day)
- Christmas Day
- Boxing Day
- National Day for Truth and Reconciliation
- Any other holiday proclaimed by federal or provincial statute.

32:02 A recognized holiday falling outside of the employee's regular work week will be observed on the regularly scheduled workday after the holiday, excluding Remembrance Day which will only be observed if the employee's regularly scheduled workday falls on November 11th.

- 32:03**
- (a) Full-time employees, including seasonal and term employees working full time hours, required to work on a holiday shall be paid at the rate of double time (2x) their regular hourly rate of pay plus another day off with pay to be banked or paid out to the employee.
 - (b) Part-time, seasonal, term, and casual employees, whether or not they are scheduled to work on the holiday, shall receive statutory holiday pay of five percent (5%) of all regular earnings for the four (4) week period prior to the holiday. Part-time, seasonal, term and casual employees required to work on a holiday shall be paid at the rate of one and one-half times (1.5x) their regular hourly rate of pay for all hours worked.
 - (c) Utility Department On-Call employees who are scheduled to perform the weekend utilities checklist will receive compensation provided under Article 22– On-Call Duty and Call Out Pay, and such payment will be provided in addition to the employee's regular pay for a holiday.

32:04 An employee is entitled to the employee's regular pay for a holiday on which the employee does not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the holiday,
- (b) has not been absent from work without the consent of the Employer on their regular working day immediately preceding or following the holiday unless the absence is by reason of illness or injury. The employer may require the employee to provide a certificate from a medical practitioner confirming the employee's inability to attend work due to illness or injury on such days which the cost thereof shall be reimbursed by the Employer.

32:05 Where a holiday falls within the vacation period of an employee, the holiday will not be considered a vacation day.

Article 33 Vacation Leave

33:01 For purposes of this Agreement, a vacation year is the period beginning on January 1st and ending on December 31st of the same year.

33:02 Vacation leave is to be calculated based on all hours for which an employee has received regular pay, including regular hours worked and approved leaves of absence where regular pay is maintained.

33:03 Under no circumstances can an employee earn more than the maximum vacation leave that can be accumulated in any vacation year; i.e. fifteen (15), twenty (20), twenty five (25), or thirty (30) vacation days per vacation year.

33:04 Permanent full-time employees shall accumulate vacation from the date of commencement of employment and earn vacation leave during each vacation year on the following basis:

- (a) employees with one (1) year or more of continuous service will be entitled to an annual vacation of fifteen (15) days.

- (b) employees with at least nine (9) years of continuous service will be entitled to an annual vacation of twenty (20) days.
- (c) employees with at least fifteen (15) years of continuous service will be entitled to an annual vacation of twenty five (25) days.
- (d) employees with at least twenty (20) years of continuous service will be entitled to an annual vacation of thirty (30) days.

Vacation entitlement will be taken in the vacation year after the year in which it was earned. However, with the approval of the Employer and in extenuating circumstances, vacation that has been earned in a vacation year may be taken in that vacation year.

33:05 Seasonal, casual, term and Part-time employees shall receive vacation pay on each pay cheque in the following amounts:

- (a) employees with less than four (4) years of continuous service will be provided four percent (4%) of regular pay.
- (b) employees with four (4) years or more of continuous service will be provided six percent (6%) of regular pay.
- (c) employees with twelve (12) years or more of continuous service will be provided eight percent (8%) of regular pay.

33:06 Where operational requirements permit, vacation leave may be taken subject to the approval of the Employer. Employees requesting vacation must adhere to the following procedure:

- (a) The employee must submit the request in writing on a “Vacation Request” form to the employee’s supervisor. Vacation will be approved or denied within five (5) working days. No request will be unreasonably denied.
- (b) Multiple requests may not be possible. Vacation will be granted on a first come first served basis if not mutually decided by the employees.

33:07 Vacation Carry-Over

An employee may request to carry-over up to five (5) days' vacation leave to the following year to supplement the vacation period in that year shall not be unreasonably denied by the Employer. Any such request must be made to the Employer not later than September 30th.

33:08 Where an Employer 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 Employer may authorize vacation carry-over of up to five (5) days' vacation or payment in lieu of vacation.

33:09 If a mutually acceptable time for vacation cannot be found, the Employer reserves the right to schedule vacations for employees as a method of ensuring that accrued vacation time is utilized prior to year-end. The employee will receive at least fifteen (15) days written notice of the start date of their vacation.

Article 34 Pre-Retirement Leave

34:01 An employee shall be entitled to one (1) day's leave every three (3) years to attend retirement seminars sponsored by the Municipal Employees Benefits Program (MEBP) or attending and meeting with a financial planner for the purposes of determining retirement benefits.

34:02 Employees shall be eligible for pre-retirement leave provided they meet one of the following criteria:

- (a) are within five (5) years of meeting their "Rule of 80" for retirement purposes;
- (b) have been invited or received a letter from the MEBP to attend a pre-retirement seminar;
- (c) have reached the age of fifty-five (55) in the year of the requested leave.

Article 35 Safety & Health

- 35:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in all operations and that these activities require the combined efforts of the Employer, employees, and the Union.
- 35:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- The Employer shall continue to supply heated flush or chemical toilets, wash-up facilities and shall supply hand cleaner and hand wipes at each work location.
- 35:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 35:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures to protect the employee's safety and health and the safety and health of any other persons who may be affected by the employee's acts or omissions at work.
- 35:05** The parties will maintain a joint employee / employer Workplace Safety and Health Committee in accordance with prevailing legislation and regulatory requirements with a goal being to enhance the ability of workers and employers to resolve safety and health concerns reasonably and cooperatively.
- 35:06** Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.
- 35:07** (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to the employee's safety or health in the performance of the employee's work, or to the safety or health of

another worker or another person, the employee shall report the refusal and the reasons to the employee's supervisor;

- (b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. The worker co-chairperson or worker member of the Committee may be asked to participate;
- (c) If the dangerous condition is not remedied under (b) any of the persons present during the inspection may notify a Workplace Safety Officer of the refusal of work and the reason.
- (d) If the employee refuses to work because of the employee's belief that the condition is dangerous, the employee must be available to perform other work assigned.

35:08 Where an employee has refused to perform work in accordance with Article 35:07, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal in accordance with Section 43 of The Workplace Safety and Health Act.

35:09 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Article 35:06 and 35:07.

35:10 Disciplinary action shall not be taken against an employee solely for the reason that the employee:

- (a) made a report under Article 35:07; and
- (b) refused to work or continue to work under the conditions described under Article 35:07 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to the employee's safety or health.

- 35:11** Where an employee willfully takes unfair advantage of the provisions described in Article 35:07, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 36 Workers Compensation

- 36:01** Where an employee is unable to work as a result of an injury incurred in the course of performing regular duties, that employee shall apply for Workers Compensation benefits.
- 36:02** 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 injury occurs.
- 36:03** 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 expense of the Employer if it is not covered by a medical plan.
- 36:04** Where an employee is in receipt of Workers Compensation as a result of an injury incurred in the course of the performance of the employee's duties and is absent from work as a result, such absence shall not be considered to be part of the employee's personal culpable absenteeism record.

Article 37 Purchasing of Supplies, Equipment, Fuel and

- 37:01** Where an Employee is required or directed to purchase supplies, equipment, fuel, and/or other miscellaneous items required in the performance of his/her duties and responsibilities and/or requested by the Employer, the employee is not required to use his/her own money or other credit to purchase same. The Employer will make the necessary arrangements for the purchase and payment of such items. Notwithstanding, in circumstances where an employee agrees to pay for such items out-of-pocket, the Employer shall reimburse the employee in full for incurring and supplying receipts or

other acceptable documentation for such expenses within three (3) working days of the employee incurring and notifying the Employer of such expenses.

Article 38 Cell Phone Allowance

38:01 Each employee will receive thirty dollars (\$30) to help off-set the cost of cell phone expenses incurred related to their duties and responsibilities except for those employees who are provided a Municipality paid phone.

Article 39 Travel and Expenses

39:01 All expenses for authorized travel on behalf of the Employer will be reimbursed in accordance with municipal policy.

39:02 Employees shall be paid for all work-related travel, and if such travel is outside of their regular hours of work, they shall note this on their time sheets, and will be compensated at applicable overtime rate(s).

39:03 **Mileage Reimbursement**

An allowance for the use of a privately owned vehicle, for travel on Employer business, when authorized by the Employer, shall be paid in accordance with the location of the employee's residence, or work location where they regularly start their day, whichever is lesser, as follows:

Effective April 1, 2021: \$0.50 per kilometer

The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

39:04 **Meals**

An employee may claim the actual and reasonable cost of purchased meals up to \$60 per day when travelling on approved Employer business outside the Municipality. Receipts must be provided, and liquor purchases will not be covered.

Article 40 Education Expenses & Assistance**40:01 Employee Requested Courses, Seminars or Certificate Programs**

Where the employee requests to take courses, seminars, or certificate programs and these courses have been pre-approved by the Employer, the Employer will pay up to the full amount of all registration, tuition fees and course materials / books in advance.

The Employer will also reimburse meal, accommodation, and mileage, in accordance with the applicable provisions of Article 39 Travel and Expenses, that are necessary to complete the course, seminar, or certificate program, upon the employee providing proof such costs have been incurred.

Subject to the remainder of this sub-article if an employee withdraws from a course, seminar, or certificate program the Employer has paid for before it is completed or fails to complete the course, the employee must reimburse the Employer for the full amount of the registration fees, course materials and accommodation reimbursements the Employer has paid or reimbursed.

If the employee resigns or retires their employment within the first twelve (12) months after completing the course the employee must reimburse the Employer a pro-rated amount of the registration fees, course materials and accommodation amounts the Employer has paid or reimbursed at a rate of 1/12th of the total cost for each month that the employee did not work between the date of completion of the course, seminar or certificate program and the twelfth (12th) month and following completion of the course.

The employee will be provided a paid leave of absence for such hours necessary to attend the requested course(s) only if such course(s) occur during the employee's workday and overtime will not be payable to employees under this provision. Where travel outside an employee's regular workday is required to or from an employee requested training course, seminar or certificate program an employee will be paid their regular hourly at straight time.

40:02 Employer Directed Courses, Seminars or Certificate Programs

The Employer may direct an employee to take a course, seminar, or certificate program provided that the Employer's decision to make said direction is reasonable, not arbitrary or made in bad faith.

Where the Employer directs the employee to take a course, seminar, or certificate program or changes the qualifications of the employee's position such that the employee must complete the course to maintain their position, the Employer will pay the full amount of all registration, tuition fees and course materials / books in advance.

The Employer will also reimburse meal, accommodation, and mileage, in accordance with the applicable provisions of Article 39 Travel and Expenses, that are necessary to complete the course, seminar, or certificate program, when the training is held outside the Municipality of WestLake-Gladstone and upon the employee providing proof such costs have been incurred.

The employee will be provided a paid leave of absence for such hours necessary to attend the course(s) only if such course(s) occur during the employee's workday and overtime will not be payable to employees under this provision.

Where travel outside the Municipality is required to attend an employer directed course, seminar, or certificate program, the employee will be paid at their regular straight time wage rate for travel to and from the course and for attendance at the course. Where travel to and from the course, and attendance at the course, takes less than the employee's regular workday the employee will report for work upon completion of the course and travel time.

40:03 The employee must provide the Employer with proof they have completed the course, seminar, or certificate program. A copy of the certificate is to be provided to the Employer upon completion of the course, seminar, or program.

40:04 Driver's License Upgrades

The Employer, when pre-approved, will assist employees in obtaining driver's license upgrades at no cost to the employee, including the use of the Employer's vehicle(s), up to a maximum of one (1) written and/or road test.

An employee who is required to undertake a medical examination in order to obtain a driver's license upgrade, shall be reimbursed by the Employer for the cost of the initial medical required for the upgrade, but the Employer is not responsible for the cost / reimbursement for any subsequent medicals required for the employee to maintain the drivers' license upgrade. A receipt must be provided.

Article 41 Duration of Agreement

- 41:01** This Agreement shall become effective from and including April 1, 2021 and shall continue in effect up to and including March 31, 2024. During the period required to negotiate the revision and renewal of this Agreement, the provisions of this Agreement shall remain in full force and effect without change.
- 41:02** Not more than ninety (90) calendar days and not less than thirty (30) calendar days preceding the expiry date of this Agreement either party to the Agreement may, by written notice, inform the other party of its intention to enter into collective bargaining for a renewal or a revision and renewal of the Collective Agreement.
- 41:03** Where notice for revision of this Agreement is given under Article 41:02 above, the parties agree to exchange proposals for the revision of the Agreement no later than thirty (30) days prior to the expiry of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining.
- 41:04** Any time limit contained in this Agreement may be extended by mutual written agreement of the parties hereto.

Article 42 Labour Management Committee

- 42:01** The Employer and the Union acknowledges the importance of a positive working relationship. They will continue to work towards establishing and maintaining such a relationship and to solve jointly identified problems during the term of this Agreement. It is recognized that while not all problems may be satisfactorily resolved, the parties will seek resolution in good faith.
- 42:02** The parties are committed to maintenance and enhancement of high quality public services that improve the quality of life of the residence of the Municipality and to provide these services in an efficient, effective and affordable manner. The Employer recognizes that employees and their Union have a significant role to play in this process.
- 42:03** In order to meet these objectives, the parties agree to establish a joint Labour Management Committee (LMC) for consultation on issues as they arise from time to time.
- 42:04** The following guidelines will apply to the LMC unless otherwise agreed:
- (a) representation of the Union and Management;
 - (b) the Union and the Employer will each select up to two (2) representatives. The method of selection of their representatives shall be solely determined by the respective parties;
 - (c) meetings are to be co-chaired; and
 - (d) the LMC shall meet at least two times per year, or more often if required.
- 42:05** The LMC will refer any issues which would involve changes to this Agreement to the Union and the Employer.
- 42:06** LMC members shall be granted time off work without loss of pay to attend LMC meetings and to attend LMC mandated business.

42:07 Where an LMC meeting is scheduled on an employee's day of rest, the employee will be granted compensatory time off at straight time rates for time spent attending the meeting up to a maximum of one (1) day.

Article 43 No Strike or Lockout

43:01 The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, work to rule, illegal picketing, or any other form of unlawful interference with the operations of the Employer by the employees and/or the Union. The Employer agrees that there shall be no lockout of the members of the bargaining unit during the term of this Agreement.

Article 44 Discrimination and Harassment

44:01 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of The Human Rights Code (Manitoba).

44:02 No form of employee harassment will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them to their immediate supervisor immediately.

44:03 It is further agreed that both parties will work together to ensure that employees are aware of the Employer's Respectful Workplace Policy. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

44:04 If the Employer determines that a complaint has been made for frivolous, or vindictive reasons, the Employer shall have the authority to:

- (a) take disciplinary action against the complainant; and/or
- (b) take any action against the complainant which in the Employer's opinion may be necessary.

Article 45 Term Employees

- 45:01** Where the employment of a term employee terminates at the end of a specific term of employment, then:
- (a) the Employer shall not be required to give any notice or payment in lieu thereof;
 - (b) the employee shall not be required to give any notice of resignation.
- 45:02** Where the employment of a term employee is terminated prior to the end of the specific term of employment, other than for cause, then the Employer shall provide:
- (a) one (1) weeks' notice or pay in lieu thereof where the term is for one (1) year or less; or
 - (b) two (2) weeks' notice or pay in lieu thereof where the term is greater than one (1) year.
- 45:03** Where a term employee is employed in the same position performing the same function for a period of more than twenty four (24) consecutive months and where the need for the position is expected to continue, the Employer may convert the employee to permanent status.
- 45:04** An employee appointed to a term position shall be informed in writing as to the duration of the term.

Article 46 Sick Leave

- 46:01** It is agreed by both parties that earned sick leave entitlement shall be granted by the Employer where an employee is unable to be at work and perform, the employee's regular duties or alternate duties with reasonable accommodations offered by the employer, as a result of illness or injury, or to attend appointments with a medical practitioner as registered with the applicable College of Physicians and Surgeons, or nurse practitioner as registered with the applicable regulatory body.

- 46:02** The sick leave to which an employee is entitled shall accumulate at 1.25 days per month. The accumulated days will be carried over from year to year and banked to a maximum of one hundred twenty (120) sick days. Part-time employees and seasonal employees will accrue and bank sick days on a pro-rated basis.
- 46:03** Following successful completion of probation, full time and permanent part time employees shall accumulate sick leave days.
- 46:04** Sick leave shall not be taken in advance of when it is earned.
- 46:05** Sick leave shall not accumulate during periods when an employee is absent on sick leave.
- 46:06** The Employer may request a medical certificate after three (3) days, which the cost thereof shall be reimbursed by the Employer.
- 46:07** When an employee is absent due to illness or injury requiring hospitalization and certified by a medical practitioner and the event occurs during an employee's vacation leave, vacation time will be credited back commencing with the date of admittance to hospitalization up to the date of release from hospital or until the end of the scheduled vacation leave whichever occurs first, to the employee, at the employee's written request. In such instance employee sick leave days (if any) are to be applied to the absence.
- 46:08** An employee may utilize a maximum of five (5) days of accumulated sick credits in any one calendar year to attend to illness in the employee's immediate family, or an appointment of the employee's immediate family with a medical practitioner as registered with the applicable College of Physicians and Surgeons, or Nurse Practitioner as registered with the applicable regulatory body. For purposes of this article, immediate family shall be limited to spouse or common-law spouse and dependent children of the employee.

Whenever possible, appointments are to be made on the employee's day off or at a time when the employee is not on duty. If the above is not possible,

the employee will endeavour to make the appointment at a time which is least disruptive to the area. Upon request, employees will be required to confirm the time and location of the appointment.

46:09 An employee who:

- (a) voluntarily resigns after fifteen (15) calendar years of service or retires; and
- (b) is eligible for a pension under the Municipal Employees Benefits Board Program; and
- (c) begins to draw a pension under the Municipal Employees Benefits Board Program within two (2) months of the date on which he ceased to be actively employed by the Employer,

shall be entitled to receive a Retirement Leave payment equivalent to Fifty Percent (50%) of the number of unused sick leave hours/days standing to the employee's credit multiplied by the daily rate for his position in effect on his last day of active employment. To receive the Retirement Leave payment, the eligible employee must provide the Employer proof that the requirements of (a), (b) and (c) above have been met. For all such purposes, the sick leave records maintained by the Employer shall be deemed to be accurate and the payment shall be calculated based on such records.

Article 47 Acting Pay (Public Works Foreperson – Out of Scope)

47:01 An employee temporarily assigned in writing by the Employer to relieve, replace or perform the essential duties of the Public Works Foreperson will be paid an Acting Pay premium of two dollars (\$2.00) per hour when such assignment is greater than one day in duration. The premium is paid in addition to but not part of the employee's hourly wage rate.

Article 48 Water and Wastewater Facility Operator Certificate

48:01 Employees assigned Utility duties and who have successfully completed each of the following Facility Operator Certificate requirements will receive a premium of twenty- five cents (\$0.25) per hour for all hours worked for each of the following courses completed:

- Water Treatment 1 (WT1)
- Water Treatment 2 (WT2)
- Water Distribution 2 (WD2)
- Wastewater Treatment 1 (WWT1)
- Wastewater Collection 1 (WWC1)

The maximum premium payable will be one dollar and twenty-five cents (\$1.25) per hour. Applicable premiums are paid in addition to but not part of the employee's hourly wage rate.

Article 49 Personal Protective Equipment (PPE)

49:01 Safety Footwear

Where an employee is required, as a condition of employment, to provide and wear approved safety protective footwear during the course of the employee's duties, the employee will be eligible to receive assistance with the cost of purchasing approved safety footwear by way of reimbursement up to: three hundred fifty dollars (\$350) per calendar year for full-time staff, and, one hundred seventy five dollars (\$175) per calendar for part-time employees, and, one hundred fifty dollars (\$150) per calendar year for seasonal and term employees.

Reimbursement will be subject to the following conditions:

- (a) the safety footwear purchased must bear and meet the Canadian Standards Association green triangle standard, and
- (b) Satisfactory proof of purchase must be provided by the employee, and

- (c) The employee must have purchased the safety footwear specifically for employment with the Employer, and
- (d) Assistance is available upon successful completion of probation.

49:02 Protective Equipment

The Employer will provide the following on an “as needed basis” to employees:

- Safety vest for each outside worker;
- Hearing protection;
- Non-prescription eye protection;
- Hard hats; and
- Leather or other safety gloves as required.

The Employer will either stock or make arrangements for the availability of items listed at 49:02. Each employee shall be responsible for the cost of replacing protective equipment due to loss or abuse. Employees are responsible for properly using all prescribed protective equipment in the workplace. Employees are responsible for returning worn or damaged protective equipment to the Employer.

Article 50 Benefit Plans

50:01 Pension

All employees, meeting the minimum earnings requirements, as a condition of employment, shall join the M.E.B.P. Pension Plan provided by the Employer. Both the employee and the Employer shall make contributions in accordance with the provisions of the plan. Enrolment, coverage, contributions and benefits payable are subject to the limitations of the plan.

50:02 Long Term Disability (LTD) Plan

The Employer will continue to provide employees the Disability Income Plan provided through MEBP, with contribution costs being shared 50/50 between the Employer and the employees. Enrolment, coverage, contributions and benefits payable are subject to the limitations of the plan.

50:03 Dental and Extended Health Care Plan

The Employer will continue to provide employees the Plan III Plus for the Association of Manitoba Municipalities (AMM) provided through Western Financial Insurance Group, or a similar Plan delivered by an alternate benefits provider at the Employer's cost. The parties agree that the change of carrier from Western Financial Insurance Group to Canada Life is (but is not exclusively) a “similar Plan” for the purposes of this provision. Enrolment, coverage, premiums, contributions, and benefits payable are subject to the limitations and conditions of the plan.

During an approved unpaid leave of absence up to a maximum period of twenty-four (24) months, the employer will provide employees with Dental & Extended Health Care Plan benefits subject to the following conditions:

- (a) For the first three months of an approved unpaid leave of absence the Employer will pay 100% of the Employer's portion of the monthly premium and the employee will pay 100% of the employee's portion of the monthly premium.
- (b) For months four, five and six of an approved unpaid leave of absence the Employer will pay 50% and the employee will pay 50% of the total monthly premium.
- (c) For months seven (7) through to twenty-four (24) of an approved unpaid leave of absence the employee will pay 100% of the total monthly premium.

50:04 Life and AD&D Insurance

The Employer will continue to provide employees access to the M.E.B.P. Group Insurance and shall make deductions from eligible employee's wages and premium payments to the carrier of the Group Insurance Plan. Employees shall be responsible for two-thirds (2/3) of the premiums required for Basic Life Insurance & Basic Accidental Death & Dismemberment Insurance, and 100% of optional insurance. Enrolment, coverage, contributions and benefits payable are subject to the limitations of the plan.

50:05 Employee Assistance Program

The Employer shall pay all costs of the Employee Assistance Program (EAP) offered through Association of Manitoba Municipalities (AMM). Enrolment, coverage, contributions and benefits payable are subject to the limitations of the plan.

IN WITNESS WHEREOF A representative of Municipality of WestLake Gladstone has hereunto set their hand for, and on behalf of, Municipality of WestLake Gladstone; and a Staff Representative of Manitoba Government and General Employees' Union, has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 24th day of September, 2021.

FOR THE MUNICIPALITY

Coralie Smith

Coralie Smith
Chief Administrative Officer

B. Sigurdson

Bud Sigurdson
Councillor

FOR THE UNION

Wesley Whiteside

Wesley Whiteside
Staff Representative

Jeff Kehr

Jeff Kehr
Local President

Chris Rogers

Chris Rogers
Local Chief Steward

Kevin Kennedy

Kevin Kennedy
Local Vice President

Appendix “A”: Casual Employees

A1:01 All provisions of this Agreement apply to casual employees except for the following:

- (a) Article 7 – Seniority
- (b) Article 8 – Vacancies, Transfers and Promotions
- (c) Article 9 – Merit Increases
- (d) Article 10 – Probationary Period
- (e) Article 11 – Lay-Off and Recall
- (f) Articles 21:04, 21:05 and 21:06 (banking of overtime)
- (g) Article 23 – Flex Time
- (h) Article 28 – Bereavement Leave
- (i) Article 31 – Court Leave
- (j) Article 32 – Holidays
- (k) Article 33 – Vacation Leave
- (l) Article 34 – Pre-Retirement Leave
- (m) Article 38 – Cell Phone Allowance
- (n) Article 46 – Sick Leave
- (o) Article 50 – Benefits

A1:02 Overtime

- (a) daily overtime is only payable when the employee has worked beyond the hours for that classification that qualify for overtime, i.e., eight (8) hours, nine (9) hours.

(b) overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e., a casual employee only has two (2) "days of rest" per week.

A1:03 There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

A1:04 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer.

A1:05 Where casual employees are employed within positions for which there is no appropriate classification, the classes and pay ranges of the employees will be deemed to be part of the Agreement pay plan and the employees will be paid at those rates plus any general pay increases until revised classes and pay ranges are negotiated by the parties. There shall be no retroactivity with respect to such revised classes and ranges. The rate of pay shall not be less than the lowest rate of pay set out in the pay plan except as may be provided in a separate Memorandum of Agreement between the parties.

Schedule "A" – Salary Scales

Salary Scale Year 1- (1.0% increase) Effective first pay period following April 1, 2021

Classification & Pay Steps	Step #1	Step #2	Step #3	Step #4	Step #5
Receptionist	\$20.07	\$20.94	\$21.82	\$22.68	\$23.55
Administrative Assistant/Rec & Leisure Administrator	\$21.67	\$22.61	\$23.55	\$24.50	\$25.44
Finance Clerk	\$23.40	\$24.42	\$25.44	\$26.46	\$27.47
Public Works Labourer	\$18.96	\$19.79	\$20.61	\$21.43	\$22.26
Landfill Attendant	\$16.26	\$16.97	\$17.68	\$18.38	\$19.09
Grader Operator &Trac Hoe Operator/ Utility Assistant	\$22.47	\$23.44	\$24.42	\$25.40	\$26.38
Utility Operator in Charge	\$30.09	\$31.40	\$32.70	\$34.02	\$35.32

Salary Scale Year 2 (1.5% increase)- Effective first pay period following April 1, 2022

Classification & Pay Steps	Step #1	Step #2	Step #3	Step #4	Step #5
Receptionist	\$20.37	\$21.25	\$22.14	\$23.02	\$23.91
Administrative Assistant/Rec & Leisure Administrator	\$22.00	\$22.95	\$23.91	\$24.87	\$25.82
Finance Clerk	\$23.75	\$24.79	\$25.82	\$26.86	\$27.88
Public Works Labourer	\$19.24	\$20.08	\$20.92	\$21.75	\$22.59
Landfill Attendant	\$16.50	\$17.22	\$17.94	\$18.66	\$19.38
Grader Operator &Trac Hoe Operator/ Utility Assistant	\$22.81	\$23.79	\$24.79	\$25.78	\$26.78
Utility Operator in Charge	\$30.54	\$31.87	\$33.19	\$34.53	\$35.85

Salary Scale Year 3 (1.75% increase)- Effective first pay period following April 1, 2023

Classification & Pay Steps	Step #1	Step #2	Step #3	Step #4	Step #5
Receptionist	\$20.73	\$21.62	\$22.53	\$23.43	\$24.32
Administrative Assistant/Rec & Leisure Administrator	\$22.38	\$23.35	\$24.32	\$25.31	\$26.28
Finance Clerk	\$24.17	\$25.22	\$26.28	\$27.33	\$28.37
Public Works Labourer	\$19.58	\$20.43	\$21.29	\$22.13	\$22.99
Landfill Attendant	\$16.79	\$17.52	\$18.25	\$18.98	\$19.71
Grader Operator &Trac Hoe Operator/ Utility Assistant	\$23.21	\$24.21	\$25.22	\$26.23	\$27.25
Utility Operator in Charge	\$31.07	\$32.43	\$33.78	\$35.13	\$36.48

Memorandum of Agreement

between

The Municipality of WestLake-Gladstone

(the “Employer”)

and

Manitoba Government and General Employees’ Union

(the “Union”)

Re: Conditions of Employment

The Employer and the Union agree as follows:

The Municipality of WestLake-Gladstone, Conditions of Employment By-Law #2020-01 applies to the terms and conditions of employment of bargaining unit employee Sandra Hunter to the extent specifically noted herein.

For the duration of her employment with the Municipality of WestLake-Gladstone, the Employer will:

- (a) continue to contribute twenty five dollars (\$25.00) per month to the designated RRSP account of Sandra Hunter for the duration of her employment with the Municipality of WestLake-Gladstone.

Signed this 24th day of September, 2021.

FOR THE MUNICIPALITY

Coralie Smith

Coralie Smith
Chief Administrative Officer

Bud Sigurdson

Bud Sigurdson
Councillor

FOR THE UNION

Wesley Whiteside

Wesley Whiteside
Staff Representative

Jeff Kehr

Jeff Kehr
Local President

A handwritten signature in black ink, appearing to be 'C. Rogers', written over a horizontal line.

Chris Rogers
Local Chief Steward

A handwritten signature in black ink, appearing to be 'K. Kennedy', written over a horizontal line.

Kevin Kennedy
Local Vice President

Letter of Understanding

Between the Parties:

Manitoba Government Employees' Union

Local 454 (the "Union")

And

Municipality of WestLake-Gladstone

(the "Employer")

WHEREAS pursuant to Manitoba Labour Board certificate No.MLB-7350,the Union is the certified bargaining agent for, " All Municipality of WestLake-Gladstone employees in the Province of Manitoba except the Assistant Chief Administration Officer, Director Operations, and those excluded by the Act",

AND WHEREAS in the course collective bargaining the parties have voluntarily agreed to exclude the position of Public Works Foreperson from the above noted bargaining unit, as noted in the collective agreement between the Parties,

AND WHEREAS Mr. J. Rink (the "Incumbent") Public Works Foreman has confirmed to both Parties his desire to continue employment with the Employer in the role of Public Works Foreman with a full knowledge and understanding that such position is to be excluded from the bargaining unit,

The Parties Hereby Acknowledge and Agree that:

- (i) Effective the date of ratification of the collective agreement between the Parties, the position of Public Works Foreperson is excluded from the above referenced bargaining unit,
- (ii) Within thirty (30) calendar days of the ratification noted in paragraph (i) above, should the Incumbent decide that he no longer wishes to continue ongoing employment with the Employer in the role of Public Works Foreperson, he will be permitted to return to the bargaining unit

in the job title of "Operator" at Step Five of the Salary Scale as set forth in the Collective Agreement,

- (iii) After thirty (30) calendar days following the date of ratification of the collective agreement between the Parties, the Incumbent will no longer have the option of returning to the job title of Operator in accordance with paragraph (ii) above and, the position of Public Works Foreperson will remain excluded from the Bargaining Unit.

Signed this 24th day of September, 2021.

FOR THE MUNICIPALITY

Coralie Smith
Coralie Smith
Chief Administrative Officer
B. Sigurdson
Bud Sigurdson
Councillor

FOR THE UNION

Wesley Whiteside
Wesley Whiteside
Staff Representative
Jeff Rehr
Jeff Rehr
Local President
Chris Rogers
Chris Rogers
Local Chief Steward
Kevin Kennedy
Kevin Kennedy
Local Vice President