

COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1735-01**

- AND -

**TOWN OF NEEPAWA
(SPRUCE PLAINS RCMP NEEPAWA OFFICE)**

TERM OF AGREEMENT:

JANUARY 1, 2014 TO DECEMBER 31, 2016

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - DURATION

- 2.01 This Agreement shall be effective from **the first day of January 2014** and shall remain in full force and effect to **December 31, 2016**.
- 2.02 Should either party desire to propose changes to this Collective Agreement, they shall give notice in writing, indicating all proposed amendments, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the expiry date.
- Within thirty (30) calendar days of the receipt of these proposals the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Collective Agreement.
- 2.03 All retroactive wages and benefits shall be payable within forty-five (45) days of ratification.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all Municipal Police Clerks employed by the Town of Neepawa at the Spruce Plains RCMP detachment Neepawa office in the Town of Neepawa, save and except casuals and those excluded by the *Labour Relations Act*.
- 3.02 The Employer agrees to recognize the Representative(s) of the Canadian Union of Public Employees to assist in negotiations, grievances or discussions between the parties.
- 3.03 Stewards and employees shall not conduct Union business during their working time.

ARTICLE 4 - INTERPRETATION/DEFINITIONS

4.01 In this Agreement, unless the context otherwise requires, the expression:

- (a) "employee" means a person who is employed by the Employer within the scope of this Agreement;
 - (i) "casual employee" is one who works on an irregular or unscheduled basis or relief in emergency situations and/or in the absence of an employee or to augment staffing on an as-need basis. Casual employees are not covered by this Agreement.;
 - (ii) "full-time employee" means an employee who is designated by the Employer as full time and who regularly works the full prescribed hours of work per week, month and over the year as provided for in Article 15 and has completed their probationary period under Article 24 of this Collective Agreement;
 - (iii) "part-time employee" means an employee designated by the Employer as part-time and who is scheduled to work less than the full prescribed hours per week, month and over the year as provided for in Article 15, on a regular and recurring basis and has completed their probationary period under Article 24 of this Collective Agreement;
- (b) "Employer" shall mean the Town of Neepawa as represented by the Chief Administrative Officer or designate.
- (c) "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee, or both, in the handling of grievances or matters pertaining to this Agreement;
- (d) The term "Union" shall mean the Canadian Union of Public Employees, Local 1735-01.

4.02 Where the singular or the masculine expressions are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter gender where the context so admits or requires and the converse shall hold as applicable.

ARTICLE 5 - CHECK-OFF

- 5.01 The Employer agrees to deduct from the wages of each employee covered by this agreement such dues as are authorized by the Union.
- 5.02 These dues shall be deducted from the last pay of each month and forwarded to the Secretary-Treasurer of the Union together with a list of the employees from whose wages deductions have been made.

- 5.03 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.
- 5.04 The Union shall notify the Employer in writing of any changes in the amount of deductions at least thirty (30) calendar days prior to the end of the pay period in which the deductions are to be made.
- 5.05 Copies of Collective Agreement

The Union will provide to each new Union member a copy of the collective agreement and a letter drafted and signed by the Union Steward and a Town representative welcoming the Employee to employment with the Town of Neepawa and membership in the Union.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

- 6.01 Should a dispute arise between the Employer and any of its employees regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitrable, or whether an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute.
- 6.02 Where a dispute involving a question of general application or interpretation or discharge occurs, the Employer and the Union agrees to bypass Step 1 of this Article.

6.03 Step One

The Employee(s) shall discuss the alleged grievance with their supervisor within fifteen (15) calendar days of the specific event giving rise to the alleged grievance or within fifteen (15) calendar days of the grievor becoming aware of it.

6.04 Step Two

Failing satisfactory settlement within fifteen (15) working days after the dispute was submitted under Step One, the grievor will first submit the grievance to a Shop Steward or Union Representative who shall then submit the grievance in writing to the Chief Administrative Officer or designate. The written grievance shall set forth the nature of the grievance and the remedy or correction required. The Chief Administrative Officer or designate shall respond within ten (10) calendar days of receiving the written grievance.

6.05 Step Three:

If the matter is not resolved in Step Two, the grievance may be forwarded to the Town Council within ten (10) calendar days. The Town Council or a designated committee shall meet with the union and its representative to discuss the grievance within ten (10) calendar days. Following such a meeting, the Employer shall respond within ten (10)

calendar days. Where the employee is not satisfied with the decision, the Union may proceed to arbitration.

6.06 The Employer or the Union may initiate a grievance within ten (10) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to arbitration.

6.07 General Procedure

- (a) Grievances and replies to grievances shall be in writing at all stages.
- (b) Grievances settled satisfactorily shall take effect at the time established by mutual agreement.
- (c) In the discussions of grievances with representatives of the Employer, the Grievance Committee may at any time be accompanied by a representative(s) of the Canadian Union of Public Employees; likewise, the Employer may be accompanied by a representative(s).
- (d) Employees shall be entitled to have a shop steward present during any meetings concerning written reprimands. Representation is not required for verbal redirection stage. Verbal redirection will not be included in written reprimands.

6.08 In the event that a satisfactory settlement cannot be reached through the Grievance Procedure, either party may submit such dispute to a Board of Arbitration (hereinafter referred to as "The Board"), comprised of three members selected as follows:

- (a) Within seven (7) days after notification by either party of intention to refer a dispute to arbitration, each party to the agreement shall appoint one member of the Board.
- (b) Within five (5) days after their appointment, the two (2) members so selected shall select a third member to act as chairperson.
- (c) If either party fails to appoint an arbitrator or if a chairperson is not elected within the above time limits, then the Manitoba Labour Board shall be requested to make such appointment(s).
- (d) The Arbitration Board shall not have the authority to make any decision inconsistent with the provisions of this agreement, nor to modify or amend or add to or subtract from any portion of this agreement, and shall render a decision.
- (e) The Employer and the Union agree that each will bear an equal share of the fees and expenses incurred as a result of the appointment of a chairperson and/or Arbitrator.

- (f) The decision of the Arbitrator and/or Arbitration Board shall be final, binding, and enforceable on both parties and the employee affected by it.
- (g) Where the parties agree to a single arbitrator, the arbitrator shall be selected by mutual consent. In the event the parties cannot agree upon a person to act as a single arbitrator, the Manitoba Labour Board shall be requested to make such appointments.

ARTICLE 7 - DISCIPLINE

- 7.01 The Employer has the right to discharge or suspend an employee for just cause. Such employee and the Union shall be advised in writing of the reason(s) for the discharge or suspension.
- 7.02 Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that the employee has read and/or understands the contents but not necessarily agrees with it. The employee may respond in writing to the assessment which shall become part of the employee's record. The employee may appeal through the grievance procedure.
- 7.03 In instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee.

(a) Reasons for Disciplinary Action (include but are not restricted to):

- loss/damage of organizations' property due to carelessness;
- violating safety rules and practices;
- failure to comply with established job description responsibilities and performance standards;
- unexcused absence from scheduled work commitments;
- reporting to work under the influence of alcohol or illegal drugs;
- insubordination;
- falsifying company records;
- theft of property of the organization;
- immoral or indecent conduct.

(b) Level of Disciplinary Action

- Verbal reprimand with discussion and explanation of consequences if the behaviour continues or is not corrected. This will be recorded in the employee's file and will be acknowledged by the employee.
- Written reprimand with discussion and explanation of the consequences if behavior is not corrected. An employee warning record will be filed, signed by the Chief Administrative Officer and the employee and this becomes part of the employee's confidential file.

- Suspension from work without pay for a period not to exceed five (5) consecutive days. A written notice of this suspension will be issued to the employee and a copy placed in the employee's confidential file.
- Under very serious circumstances, an employee's services may be terminated immediately.

7.04 The Local's Union President and the National Servicing Representative shall receive copies of all written disciplinary action.

ARTICLE 8 - SENIORITY

- 8.01 Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the Certification or recognition of the Union.
- 8.02 Seniority shall continue to accrue while an employee is on maternity leave, paternity leave, adoption leave, bereavement leave, vacation, on paid leave of absence due to illness or injury, or in cases where the employee is receiving Workers' Compensation, up to twenty-four (24) months.
- 8.03 An employee may lose seniority and the employment shall cease for any one (1) or more of the following reasons:
- (a) the employee resigns; or
 - (b) the employee is discharged by the Employer and not reinstated;
 - (c) the employee has been on lay-off continuously for twelve (12) months; or
 - (d) the employee fails to return to work after being recalled in accordance with Article 9.05; or
 - (e) the employee fails to return to work on the day specified in accordance with an approved leave of absence without a reasonable/acceptable explanation.
- 8.04 Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay-off and recall subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.

ARTICLE 9 - LAY-OFF AND RECALL

- 9.01 In the event of the lay off of an employee, the employee shall be given fourteen (14) calendar days advance notice.
- 9.02 In lieu of the appropriate period of notice in 9.01, the Employer shall pay the employee for the number of days the employee would have worked in the notice period.

- 9.03 When reducing staff, senior employees will be retained providing they have the necessary knowledge, skills and abilities to perform the required work.
- 9.04 Employees will be recalled to work in order of seniority providing they have the necessary knowledge, skills and abilities to perform the required work.
- 9.05 Notification of recall will be done either by registered letter to the employee's last known address on file with the Employer or by direct contact with a management representative of the Employer.

It is the employee's responsibility to keep the Employer informed as to the employee's correct address.

Failure to be available for work within sixteen (16) calendar days of receipt of notification of recall shall result in loss of seniority and any further right of recall.

- 9.06 The Employer may proceed to recall the next most senior employee where the most senior employee is unable to immediately report to work as required by the Employer.

ARTICLE 10 - JOB POSTING

- 10.01 The Employer will attempt to ensure that all employees are aware of vacant positions in the bargaining unit by posting a notice on the bulletin board for a minimum of seven (7) calendar days. Such notice shall contain the classification of the position, the general duties, the qualifications required including necessary knowledge, skills and abilities, the wage rates and other pertinent information which the Employer may deem necessary.
- 10.02 The Employer may run coincidental outside advertisements for any vacant position. External applicants shall be considered only after internal applicants.
- 10.03 When promoting internal applicants over other candidates for a position, their knowledge, skills, abilities and performance records will be primary factors. Where these factors are relatively equal, seniority shall be the deciding factor.
- 10.04 An employee who has been promoted will be allowed a trial period of thirty (30) calendar days in the new position. During the trial period if the applicant proves to be unsatisfactory, the Employer may remove the employee from the position and revert the employee to the employee's former position and wage rate without any loss of seniority.
- 10.05 When an employee is promoted, the employee's new salary will be the salary of the new job which is next highest to the employee's former job.

ARTICLE 11 - SAFETY AND HEALTH

- 11.01 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment and provide protective devices and other equipment

necessary to protect employees from injury or illness. The Union may bring to the attention of the Employer any suggestions it may have regarding employee safety and health.

- 11.02 The Employer agrees to provide coverage for employees that are required to have coverage under the *Workers' Compensation Act* of Manitoba.

ARTICLE 12 - MANAGEMENT RIGHTS

- 12.01 Subject to the terms of this Agreement, the Employer in the exercise of its function of management, under which it shall have, among others, the right to hire new employees and to direct operations and hours of work (including the promotion of employees), to discipline, suspend, discharge for just cause, transfer or lay-off employees because of lack of work, require employees to observe rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and duties of the Employer working staff, methods and schedule of work.

ARTICLE 13 - LABOUR MANAGEMENT MEETINGS

- 13.01 The Employer and the Union shall each name one (1) person who will meet as required to discuss matters of mutual concern during the period of this Agreement's operation.

ARTICLE 14 - GENERAL HOLIDAYS

- 14.01 The following days shall be observed as holidays by all employees without deduction in pay therefore:

New Year's Day	First Monday in August
Jour de Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other statutory day proclaimed by the Provincial Government, Federal Government or the Town of Neepawa. The observance of the above holidays may be made on days other than calendar dates when so proclaimed by the Provincial, Federal or Employer authorities, or by mutual agreement between the Employer and the Union.

- 14.02 An employee is entitled to regular pay for a general holiday on which the employee did not work provided the employee was not absent from work without the employee's supervisor's consent on the regular working day immediately preceding or following the general holiday.

- 14.03 Any employee required to work on a general holiday will, in addition to general holiday pay, be paid one and one-half times (1 ½ x) the employee's regular pay for such time worked.
- 14.04 Where the general holiday falls on an employee's scheduled day of rest, such employee shall be granted an additional day off with pay within thirty (30) calendar days following the general holiday at a time mutually agreed to between the employee and the Employer.

ARTICLE 15 - ANNUAL VACATIONS

- 15.01 Permanent employees shall be entitled to annual vacation with pay on the bases of:
- (a) three (3) weeks' vacation with pay after each full continuous year of service; or
 - (b) four (4) weeks' vacation with pay after five (5) full continuous years of service; or
 - (c) five (5) weeks' vacation with pay after ten (10) full continuous years of service; or
 - (d) six (6) weeks' vacation with pay after twenty (20) full continuous years of service; or
- 15.02 No vacation shall be earned during periods of unpaid leave of absence in excess of five (5) consecutive working days.
- 15.03 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 15.04 Where an employee is hospitalized during his schedule vacation period, there shall be no deduction from his vacation credits for such absence. The employee must notify the Town of the occurrence of being hospitalized, provide proof of hospitalization upon his return to work and the Town shall make the required deductions from sick leave accumulations and pay the employee wages for the period.

ARTICLE 16 - HOURS OF WORK

- 16.01 The normal hours of work for clerical Employees shall not exceed seven (7) hours per day nor thirty-five (35) hours per week exclusive of one (1) hour for lunch.
- 16.02 Employees are entitled to a fifteen (15) minute paid rest period during each three and a half (3 ½) consecutive hours worked.
- 16.03 An employee who reports for work as scheduled, but is unable to commence or continue the duties for reasons beyond the employee's control and is sent home, shall receive a minimum of three (3) hours pay at the employee's regular rate or as dictated by provincial regulations.

ARTICLE 17 - OVERTIME

- 17.01 Overtime rates of one and one-half (1 ½ x) the employee's regular hourly rate of pay shall apply for times worked in excess of eight (8) hours per day or forty (40) hours per week providing such time has been authorized by the Employer.
- 17.02 When it is necessary for an employee to work overtime, the employee shall not be required to take time off the employee's regular working hours in lieu of overtime pay.
- 17.03 Overtime work shall be distributed equitably among employees who normally perform the work required.
- 17.04 Employees shall not be required to suspend work during their regular working hours for the purpose of absorbing overtime.
- 17.05 An employee who, because of an emergency, is called out for duty prior to one (1) hour from start of the employee's regular work period shall be free when the emergency is over, and shall nevertheless be paid a minimum of three (3) hours at overtime rate.
- 17.06 When an employee is called out to work, all time worked shall be paid at one and one-half times (1 ½ x) his regular rate of pay for a minimum of three (3) hours.

ARTICLE 18 - SICK LEAVE

- 18.01 An employee is only permitted to be absent from work on sick leave by reason of being unable to perform the duties of the employee's position due to illness or injury. The employee shall only be paid for such absences on the employee's scheduled days of work and providing the employee has accumulated sick leave credits. Paid absences on sick leave will be deducted from sick leave credits.
- 18.02 Sick leave credits shall accumulate at the rate of one and one-half (1 ½) days per month worked to a maximum of one hundred and fifty (150) working days.
- 18.03 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness from a medical practitioner and in a form acceptable to the Employer and the Union, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits.
- 18.04 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union agrees to work with management in the review of sick leave utilization.
- 18.05 Where an employee is to be absent because of illness/injury the employee shall notify her Supervisor, or in the absence of the Supervisor, the person on duty in charge of the

workplace of her absence, due to illness or injury, at least one (1) hour prior to the normal hour of beginning work or as soon thereafter as the means of communication permit.

18.06 Sick leave credits shall not accumulate during periods when an employee is:

- (a) Workers' Compensation for a period of more than ten (10) consecutive working days;
or
- (b) Absent without leave; or
- (c) Absent on a leave of absence without pay.

Subsection (c) to apply where the period of absence is greater than one-half (1/2) of a bi-weekly period.

18.07 Sick leave is not payable to an employee:

- (a) who, while on paid sick leave, is engaged in employment for wage or profit with another Employer;
- (b) who, in respect of an illness or injury resulting from a motor vehicle accident, is receiving wage loss replacement benefits from the Manitoba Public Insurance to the extent that such benefits and paid sick leave exceed the employee's normal salary. In such cases where an employee uses her accumulated sick leave, the employee shall reimburse the Employer the amount of wage loss received from the insurance plan and the corresponding amount of the employee's sick leave will be reinstated.

18.08 Illness for Family Member

An Employee with one (1) or more years of service shall be entitled to utilize up to a maximum of five (5) days in the year for the purpose of providing care for their spouse, dependent child, or parent who is ill.

ARTICLE 19 - GROUP BENEFIT PLANS

19.01 The Employer agrees to pay 50% of the cost of the employees Long Term Disability Plan and MEBP - Pension and Life Insurance plans.

19.02 The Employer agrees to make all necessary deductions from an employee's wages and forward these premium payments along with the Employer's share to the carrier of the Long Term Disability Plan and MEBP - Pension and Life Insurance plans. Eligibility, coverage and benefits payable are subject to the terms, conditions and limitations of the Plan.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 An employee shall be granted bereavement leave of up to five (5) working days when necessary, without loss of regular wages in the event of the death of the employee's father, mother, brother, sister, spouse, child or grandchild.

An employee shall be granted bereavement leave of three (3) working days when necessary, without loss of regular wages, 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, grandparent.

The Employer will consider an employee's request for an equivalent leave of absence in the event of the death of other close relatives and may at its discretion grant such leave with or without pay.

20.02 An employee may be granted a one (1) day leave of absence without loss of regular wages to attend a funeral as a pallbearer.

(i) To attend a funeral as a mourner, leave may be taken as bank time, vacation time, and/or unpaid leave of absence.

20.03 One (1) Bereavement Leave Day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date. This day must be used within one (1) year.

20.04 Compassionate Care Leave

An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, as per the *Manitoba Employment Standards Code*.

ARTICLE 21 - ACCESS AGREEMENT

21.01 A Union Representative must seek and obtain the prior approval of the Employer before speaking with any employee during that employee's working hours. Where prior approval is not obtained, the employee shall not be paid for the period of time involved.

21.02 The Employer shall not unreasonably deny access to a Union Representative for the purpose of brief conversations with any employee.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 The Union shall advise the Employer in writing of its shop stewards, officers and committee representatives.

22.02 Union Officers and Committee Members

- (a) Union officers and committee members shall not be entitled to leave their work during working hours unless otherwise specified in this Agreement. Permission to leave work during working hours for such purposes shall first be obtained in writing from the immediate supervisor and provided, if required, that a replacement can be obtained. Such permission shall not be unreasonably withheld. Such leave shall be without pay.
- (b) One (1) employee may attend negotiation or conciliation meetings without loss of regular pay.

22.03 The Employer may grant a leave of absence without pay for Union business where it receives a written request from the employee or the Union at least fifteen (15) days in advance of the date of the requested leave. The Employer shall grant reasonable requests for such leave of absence having regard for the length of the leave, compliance with the request requirements, the staffing complement in the Employer's operation during the period of the leave or portions thereof and other relevant factors.

22.04 The Employer agrees to grant maternity, parental, and adoption leave in accordance with the *Manitoba Employment Standards Code*.

22.05 Local union representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

22.06 The Employer agrees to grant maternity, parental, and adoption leave in accordance with the *Manitoba Employment Standards Code*.

22.07 Two (2) days of leave without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child. This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

ARTICLE 23 - NO STRIKES OR LOCKOUTS

23.01 The Union and all its Representatives agree that there shall be no strikes, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work during the term of this Agreement.

23.02 The Employer agrees that it will not engage in any lockout during the term of this Agreement.

- 23.03 In the event that any employee(s) strike or take any action contrary to 23.01 above then the Union shall instruct said employee(s) to return to work and perform the employee(s)'s usual duties.
- 23.04 The Union agrees to give the Employer at least two (2) weeks' (14 days) written notice as to the time and date of strike action.
- 23.05 The Employer agrees to give the Union at least two (2) weeks' (14 days) written notice as to the intended time and date of lockout.

ARTICLE 24 - PROBATIONARY PERIOD

- 24.01 The normal probationary period for any new employee shall be one thousand and forty (1040) regular hours of work. By mutual consent of the Union and the Employer, this period may be extended. During an employee's probationary period the employee may be terminated for just cause. At any time during the probationary period, or the extended probationary period, the employee may be terminated by the Employer in its sole and exclusive discretion and notwithstanding any provisions of this Agreement, such termination shall not be grievable nor arbitrable and shall be deemed to have been for just cause.
- 24.02 An employee may be required to successfully complete a medical examination by a qualified medical practitioner to determine the employee's fitness to perform the work for which the employee was hired. Failure to obtain a medical certification of the employee's fitness for the work shall result in the probationary employee's termination of employment.
- 24.03 Where an employee successfully completes their probation period, they shall then obtain seniority back to their last date of hire.

ARTICLE 25 - WAGES

- 25.01 Employees shall be paid at the rates of pay outlined in Schedule "A" attached to and forming part of this Agreement.
- 25.02 Wages will be paid on a bi-weekly basis.
- 25.03 When a person relieves in a higher rated position for more than one (1) day, they shall receive the higher rate of pay.

ARTICLE 26 - DISCRIMINATION AND HARASSMENT

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

- 26.02 The Union and the Town agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or non-membership or activity in the Union.
- 26.03 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.
- 26.04 All provisions in the Collective Agreement have been negotiated in good faith with the specific understanding that the provisions and their administration contain no elements of discrimination. In the event that any of the provisions are deemed to be discriminatory, the parties will negotiate necessary adjustments to ensure there is no increase cost to the Employer.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Description

The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

ARTICLE 28 - BENEFITS

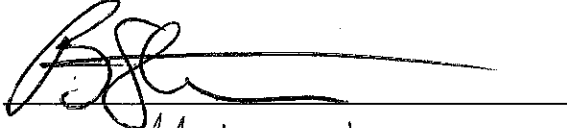
- 28.01 The Employer shall provide to all employees Plan II of the Hayhurst Elias Dudek Health and Dental Benefits Plan with 100% paid by the Employer. Blue Cross is only available to full time staff.

ARTICLE 29 - CLOTHING ALLOWANCE

- 29.01 The Employer shall provide a clothing allowance for all employees. Employees shall be entitled to an annual amount of one hundred fifty (\$150.00) dollars, payable upon submission of a receipt.


DATED this 3rd day of September, 2014.

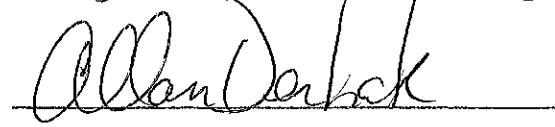
**SIGNED ON BEHALF OF
TOWN OF NEEPAWA (SPRUCE
PLAINS RCMP NEEPAWA OFFICE)**



Richard Bouchey

**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1735-01**



Lisa M. Mitchell


/cope 491

**TOWN OF NEEPAWA
(SPRUCE PLAINS RCMP NEEPAWA OFFICE)**

SCHEDULE "A"

Effective January 1, 2014

	Start	After 6 months	After 12 months
Clerk I	\$19.30	\$20.90	\$22.50
Clerk II	\$17.61	\$19.21	\$20.81
Casual/Part-time	\$13.87	\$14.93	\$16.00

Effective January 1, 2015

	Start	After 6 months	After 12 months
Clerk I	\$19.78	\$21.42	\$23.06
Clerk II	\$18.05	\$19.69	\$21.33
Casual/Part-time	\$14.21	\$15.31	\$16.40

Effective January 1, 2016

	Start	After 6 months	After 12 months
Clerk I	\$20.28	\$21.96	\$23.64
Clerk II	\$18.50	\$20.18	\$21.86
Casual/Part-time	\$14.57	\$15.69	\$16.81

The start rate is a training rate payable to new employees for the first six (6) calendar months.

When an existing employee is promoted, their new future hourly rate will be the rate of their new job title, which is next highest to their rate of their former job title.

Part-time employees are required to work nine hundred and ten (910) hours before progressing to the next step in their classification.

/km/cope 491

LETTER OF UNDERSTANDING

BETWEEN

**TOWN OF NEEPAWA
(SPRUCE PLAINS RCMP NEEPAWA OFFICE)**

AND

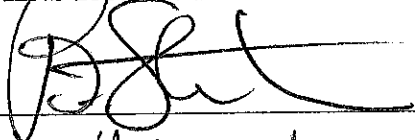
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1735-01

RE: HOURS OF WORK

It is agreed and understood that Lisa Mitchell and Jo-Anne Campbell will, unless they agree otherwise, work five (5) consecutive seven-hour (7) days. The shifts shall be Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. with a one-hour (1) lunch break and inclusive of two (2) fifteen-minute (15) coffee breaks. There will be no split shifts.

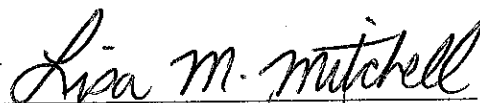
DATED this 3rd day of September, 2014.

**SIGNED ON BEHALF OF
TOWN OF NEEPAWA (SPRUCE
PLAINS RCMP NEEPAWA OFFICE)**



Richard Lemley

**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1735-01**



Allan Derhak

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