

COLLECTIVE AGREEMENT

BETWEEN

**RURAL MUNICIPALITY OF FISHER
(HEREINAFTER CALLED THE “EMPLOYER”)
PARTY OF THE FIRST PART**

AND

CUPE / Canadian Union
of Public Employees

LOCAL 4348

**(HEREINAFTER CALLED "THE UNION")
PARTY OF THE SECOND PART**

TERM OF AGREEMENT:

JANUARY 1, 2016 TO DECEMBER 31, 2019

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 - SCOPE AND RECOGNITION.....	1
ARTICLE 4 - CHECKOFF OF UNION DUES.....	2
ARTICLE 5 - CORRESPONDENCE.....	2
ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE.....	3
ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS.....	4
ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	5
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE.....	5
ARTICLE 10 - DISCIPLINE AND DISMISSAL.....	7
ARTICLE 11 - SENIORITY.....	8
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....	9
ARTICLE 13 - LAYOFFS AND RECALLS.....	11
ARTICLE 14 - HOURS OF WORK.....	11
ARTICLE 15 - OVERTIME.....	12
ARTICLE 16 - PAID HOLIDAYS.....	14
ARTICLE 17 - VACATIONS.....	14
ARTICLE 18 - SICK LEAVE.....	16
ARTICLE 19 - LEAVE OF ABSENCE.....	17
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....	18
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION.....	20
ARTICLE 22 - EMPLOYEE BENEFIT PLAN.....	20
ARTICLE 23 - JOB SECURITY.....	21
ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCE.....	21
ARTICLE 25 - GENERAL CONDITIONS.....	21
ARTICLE 26 - GENERAL.....	21
ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT.....	22
SCHEDULE "A".....	24
LETTER OF UNDERSTANDING RE: CONTRACTING OUT.....	28
LETTER OF UNDERSTANDING RE: JOB DESCRIPTIONS.....	29
LETTER OF UNDERSTANDING RE: WORK ORDERS.....	30
LETTER OF UNDERSTANDING RE: UTILITY OPERATOR.....	31

ARTICLE 1 - PREAMBLE

- 1.01 The general purpose of this Collective Agreement is to maintain satisfactory relations between the Employer and its employees; to provide a mechanism for prompt and equitable disposition of grievances; to promote efficient and conscientious service to the public; and to establish working conditions, hours and wages for all employees who are subject to the provisions of this Collective Agreement.
- 1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 Except as expressly provided in this Collective Agreement, it is acknowledged that the Employer retains all management rights, including but not restricted to the right, responsibility and authority to manage, operate and regulate the Municipality and its affairs, functions and employees. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.
- 2.02 In administering this Collective Agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - SCOPE AND RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees in the bargaining unit certified by the Manitoba Labour Board Certificate Number MLB-5600 which reads:
- “All employees of the Rural Municipality of Fisher in Manitoba except those excluded by the Act.”
- 3.02 Work of the Bargaining Unit
- Except in an emergency, non bargaining unit employees shall not work on any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

3.03 Right of Fair Presentation

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representatives(s)/ advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 4 - CHECKOFF OF UNION DUES

4.01 Checkoff Payments

The Employer agrees that it will deduct from the wages payable to any employee covered by the Collective Agreement the membership dues, initiation fees or assessments payable by the Employee to the Union.

4.02 Deductions

Deductions shall be forwarded to the Secretary-Treasurer of the Union on or before the 21st day of the month following the month in which the deductions were collected. The remittance shall be accompanied by a statement of the names of the employees from who the deductions were made.

4.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

4.04 Indemnification

The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Article.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence

All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall be directed to the President with a copy to the Recording Secretary of the Union.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union.

- 5.02 The Employer agrees that it will provide and maintain a bulletin board in its administrative offices and shop upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees.**

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

6.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) Improving and extending services to the public;
- (c) Promoting safety and sanitary practices;
- (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (e) Correcting conditions causing grievances and misunderstandings;
- (f) To deal with health and safety issues.

6.03 Meetings of Committee

The Committee shall meet as needed at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

6.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

6.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) working days following the meeting.

6.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

7.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than three (3) members of the Union inclusive of the National Representative. The Union will advise the Employer of the Union members of the Committee.

7.03 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

7.04 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration.

ARTICLE 8 - RESOLUTIONS AND REPORTS OF THE EMPLOYER8.01 Copies of Minutes

A copy of the agendas and minutes of the Employer (Council) shall be mailed to the Recording Secretary of the Union and CUPE Representative within ten (10) days of each meeting.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 A "grievance" shall be defined as a difference between the parties to this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

9.02 The parties to this Collective Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

9.03 Grievances shall be proceeded with as follows:

Step 1

An employee shall, within three (3) working days of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the Chief Administrative Officer or designate. If the matter is not resolved to the employee's satisfaction, the employee may proceed to Step 2.

Step 2

The Union Representative and the grievor shall meet within five (5) working days with the Reeve or designated Council representative to discuss the grievance. Should no settlement satisfactory to the employee be reached within that time period, the grievance shall proceed to Step 3.

Step 3

The aggrieved employee may, with the assistance of a Union Representative or Shop Steward, present a written grievance to the Municipal Council. At this meeting every reasonable effort shall be made by both parties to resolve the grievance.

- 9.04 If a final settlement of the grievance is not reached under Step 3, the grievance may be referred by either party to a single arbitrator, as provided in this Article, at any time within fourteen (14) working days thereafter.
- 9.05 The Union may initiate a grievance of a general nature and the Employer may initiate a grievance against the Union or any of the employees of the Employer covered by the Collective Agreement within seven (7) working days of the event or occurrence giving rise to the grievance. If such grievance is not settled to the satisfaction of the grieving party within fourteen (14) working days of the completion of the grievance procedure, it may be referred to arbitration in the same manner as the grievance of an employee.
- 9.06 If a grievance is not resolved under the grievance procedure, then either party may submit the matter to a single arbitrator who shall be chosen in rotation from the following list:
- (a) **Kristin C. Dangerfield**
 - (b) **Diane E. Jones, Q.C.**
 - (c) Michael D. Werier
- 9.07 If any of the above arbitrators should be unable, unwilling or disqualified from serving in any particular grievance, the next arbitrator in order from the above list shall be appointed for that matter.
- 9.08 If any of the above arbitrators have been requested to act as arbitrator when the grievance is withdrawn or resolved by the parties, he will be requested to act as arbitrator on the next arbitration.
- 9.09 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Collective Agreement or which involves the determination of a subject matter not covered by this Collective Agreement.
- 9.10 The arbitrator shall render a decision within thirty (30) calendar days from the last day of the hearing.

- 9.11 The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 9.12 The arbitrator's expenses shall be done one-half (½) by the Employer and one-half (½) by the Union.
- 9.13 The time limits fixed in the above grievance and arbitration procedure may be extended by the mutual consent of the parties to this Agreement.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

- 10.01 When an employee is disciplined in writing, or an employee other than a probationary employee is dismissed, the Employer shall within seven (7) calendar days supply written reasons to the employee with a copy to be submitted to the Union.
- 10.02 The Employer shall not discipline or dismiss any employee who has successfully completed the probationary period except for just cause.
- 10.03 The Employer may discharge or decline to continue the employment of a probationary employee without just cause and without notice if the Employer considers that probationary employee to be unsuitable.
- 10.04 Right to Have Steward Present
- An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
- A Steward or local Union officer shall have the right to consult with a CUPE staff Representative and to have him/her present at any discussion with supervisory personnel which is disciplinary in nature.
- 10.05 Personnel Records
- An employee shall have the right at any time to have access to and review his/her personnel record. No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.
- An employee shall have the right to make copies of any material contained in his/her personnel record.

ARTICLE 11 - SENIORITY

11.01 An employee's bargaining unit seniority shall be established on completion of a probationary period of three (3) calendar months of work, and will be effective from the date of hire.

An employee who is hired by the Employer shall be on probation for three (3) calendar months of work.

The Employer, at its discretion, may discharge any probationary employee within the above time limits and said employee and the Union shall have no recourse to the grievance and arbitration articles of this Agreement.

An employee's probationary period may be extended by the amount of time missed in the event the employee misses time from work due to illness, injury or other extenuating circumstances beyond the control of the employee.

11.02 Seniority shall be considered broken and the employee terminated if the:

- (a) employee resigns;
- (b) employee is discharged by the Employer and not reinstated pursuant to the grievance and/or arbitration procedure of this Collective Agreement;
- (c) employee has been laid off continuously for twelve (12) months;
- (d) employee fails to return to work on recall within five (5) calendar days of a registered letter being sent to the last known address of the employee or within three (3) working days of direct contact with the Employer;
- (e) employee is absent from work without authorization for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given;
- (f) employee fails to return to work on the day specified in accordance with an approved leave of absence unless a reason satisfactory to the Employer is given.

11.03 The Employer will submit a seniority list to the Union, annually on February 28th.

11.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of sixty (60) working days. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a new position is created, or when a vacancy occurs, which shall include the resignation of an incumbent, the Employer shall immediately notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) week of vacancy.

12.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

12.03 Outside Advertising

Internal and outside postings for vacancies may be posted simultaneously. No outside **applications** for any vacancy shall be **considered** until the applications of present Union members have been fully processed.

12.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.

- (b) That job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority provided the applicant has the knowledge, education, training, skill, ability, reliability and fitness to perform the work that is required by the Employer.

12.05 Familiarization Period

The successful applicant shall be given a familiarization period of thirty (30) days to become acquainted with the new position.

12.06 Promotions Requiring Higher Qualifications

The Employer shall also consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within a six (6) month period.

If no employee is appointed to a vacancy in accordance with Article 12.04, then consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications, but is preparing for qualification prior to the posting of the vacancy. If granted the job, the employee will be given an opportunity to qualify within a reasonable trial period. If the qualifications are not met within this time, the employee shall revert to his/her former position.

12.07 Training Courses

The Employer shall post any training courses and experimental programs applicable to an employee's position for which employees may be selected. The bulletin shall contain the following information:

- (a) Type of course (subjects and material covered);
- (b) Time, duration, and location of course; and
- (c) Minimum qualifications required for applicant.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

The qualified applicant with the greatest seniority shall be selected. Time spent in such training shall be considered to be time worked. **The employee will be paid regular wages for up to eight (8) hours per day plus mileage to attend a training course approved by the Employer, to be prorated for partial days spent in training. Part-time employees attending full-day training will receive eight (8) hours' pay at their regular wage rate, subject to applicable prorating.**

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 Layoff

A layoff shall be defined as a reduction in the work force or a permanent reduction in the regular hours of work as defined in this Agreement. In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided the remaining employees have the knowledge, education, training, skill, ability, reliability and fitness to perform the work that is required by the Employer.

13.02 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority provided they have the knowledge, education, training, skill, ability, reliability and fitness to perform the work that is required by the Employer.

13.03 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall, as per Article 16.02

13.04 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 14 - HOURS OF WORK

14.01 Office Staff

The normal hours of work for full-time office employees shall be 8:30 a.m. to 4:30 p.m., Monday through Friday, with one (1) hour for lunch between 11:30 a.m. and 1:30 p.m.

14.02 Public Works

The normal hours of work for full-time grader operators shall be fifty (50) hours per week during the period April 1 through October 31, both inclusive, and forty (40) hours per week during the period November 1 through March 31, both inclusive. The hours to be worked shall be determined by the Employer.

14.03 The normal hours of work for full-time seasonal equipment operator and seasonal tractor operator shall be fifty (50) hours per week. The hours to be worked and the season shall be determined by the Employer.

14.04 The normal hours of work for full-time custodians shall be governed by the hours of operation of the particular facility served by the employee as assigned by the Employer.

14.05 The normal hours of work for the **part**-time utility operator shall be four (4) hours per day. The hours and days to be worked shall be as determined by the Employer.

14.06 The hours of work for part-time employees shall be prorated based upon the full-time hours set forth herein.

14.07 Paid Rest Period

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period.

14.08 Reporting Pay Guarantee

An employee reporting for work on his/her regular schedule of work shall be paid his/her regular rate of pay for the entire period of work, with a minimum of three (3) hours' pay.

ARTICLE 15 - OVERTIME15.01 Overtime Defined

For full-time employees all time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 16.01 shall be considered overtime.

15.02 Compensation for Work Before or After Scheduled Daily

For full-time employees overtime work before or after the regular daily or weekly hours shall be paid for at the rate of time and one-half (1.5 x).

15.03 For part-time employees all time worked in excess of full-time regular daily or full-time weekly hours or on a paid holiday, as provided in Article 16.01, shall be considered overtime.

15.04 For part-time employees overtime work shall be paid for at the rate of time and one-half (1.5 x).

15.05 Compensation for Work on Sunday Not Regularly Scheduled

Overtime work on any Sunday not regularly scheduled shall be paid at the rate of time and one half (1.5 x).

15.06 Compensation for Work on Paid Holidays Not Regularly Scheduled

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of double time (2 x) for work performed.

15.07 Callback Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called in to do. When the work called back for is completed, the employee shall be allowed to leave. The employee shall be paid from the time he/she is called to report for duty until the time he/she arrives back upon proceeding directly from work.

15.08 Time Off in Lieu and Banking of Overtime

Employees shall be paid for overtime in the pay period in which it is earned unless they request in writing to bank overtime. Overtime credits may be taken as time off, in accordance with this article. Where time off is not agreed upon, it will be paid out annually, in December of each year. Full payment of the accumulated overtime shall be made as part of the last payroll of December. For overtime accumulated in the month of December, the Employer and the employee may mutually agree to carry overtime into the next calendar year. Up to five (5) days of overtime may be banked by an employee.

Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon by the employee and the Employer.

15.09 All overtime must be determined and authorized by the Employer.

ARTICLE 16 - PAID HOLIDAYS16.01 Paid Holidays

The Employer recognizes the following paid general holidays:

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

Easter Sunday (only for those required by the Employer to work Sundays) and the last four (4) hours in the employee's last regularly scheduled day prior to Christmas Day and any other day which is proclaimed and enforced by the federal and provincial government as a legal holiday.

16.02 If a holiday falls on either a Saturday or Sunday, the Friday before or the Monday after will constitute the holiday as determined by the Employer.

16.03 An employee must work the day previous to and the day following the holiday in order to be paid for the holiday, unless a valid reason is provided for being absent.

ARTICLE 17 - VACATIONS17.01 Length of Vacation

An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

(a)	Less than one year	4% of wages, prorated
(b)	One year or more	4% of wages
(c)	In the calendar year of the 5 th anniversary and each year thereafter	6% of wages
(d)	In the calendar year of the 10 th anniversary and each year thereafter	8% of wages
(e)	In the calendar year of the 20 th anniversary and each year thereafter	10% of wages

Calculation of the above vacation entitlement percentages shall include periods of approved leave, sick time, holidays and vacation. Upon completion of the first year, an employee's full vacation entitlement shall become available on the anniversary date of hiring.

17.02 Seasonal employees shall have the option of receiving vacation days in lieu of vacation pay.

17.03 Where a General Holiday falls within an employee's scheduled vacation, the employee shall be entitled to one (1) extra day of vacation.

17.04 Vacation for full-time employees shall be scheduled as follows:

- (a) Employees shall provide the Employer with sufficient notice of vacation requests to allow the matter to be considered at a regular Council meeting at least two (2) weeks prior to the employee's preferred vacation period.
- (b) The Employer shall exercise its best efforts to grant the requested vacation period, but retains the right to refuse any such request on reasonable grounds.
- (c) No more than one (1) employee may be absent on vacation at any one time, except with the Employer's consent. Should more than one (1) employee request vacation on the same dates, seniority shall govern subject to operational requirements.

17.05 Annual Vacation

Employees who work less than the normal full-time hours shall receive vacation based on the following formula:

$$\frac{\text{Regular Part-time Hours}}{\text{Regular Full-time Hours}} \times \text{Full-time Entitlement as per Article 14} = \text{Amount of Vacation}$$

17.06 Upon termination of employment, annual vacation owing to the Employer will be deducted from the employee's pay, and annual vacation owing to the employee by the Employer will be added to the employee's pay.

17.07 Unbroken Vacation Period

An employee shall receive an unbroken period of vacation unless mutually agreed upon between the employee and the Employer.

17.08 Should an employee be required to work additional hours (excluding overtime) over and above their regular part-time hours, their vacation allotment shall be prorated accordingly at the end of the year.

ARTICLE 18 - SICK LEAVE18.01 Amount of Paid Sick Leave

- (a) Upon completion of probation, sick leave shall be earned at the rate of two (2) work days for every month worked.
- (b) Sick leave for part-time employees shall be prorated based from Article 18.01 (a).

18.02 Accumulation of Sick Leave

Sick leave shall be accumulated to a maximum of one hundred and eighty (180) days.

18.03 Employees terminating employment after five (5) years of service shall receive five percent (5%) of accumulated sick leave credits for each year of service.

18.04 Where an employee is to be absent because of illness, he shall endeavour to notify his immediate superior of his absence due to illness at least one hour prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

18.05 An employee who has been absent because of sickness in excess of three (3) consecutive days, shall furnish, when requested by the Employer, a medical certificate certifying that the employee is or was unable to be present at work because of the illness. Where an employee fails to produce a medical certificate acceptable to the Chief Administrative Officer, he shall not be entitled to be paid for the period of absence.

18.06 Sick Leave During Leave of Absence and Layoff

When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

18.07 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

18.08 Employees shall be allowed to use up to five (5) days total of accumulated sick leave per year to attend to the illness of someone for which you are the primary caregiver, excluding pets.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Paid Bereavement Leave

- (a) An employee shall be granted up to six (6) regularly scheduled consecutive work days, without loss of pay or benefits in the case of death of the employee's spouse, parent, or child.
- (b) An employee shall be granted up to four (4) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death or serious illness of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, great grandparent, spouse's grandparent, grandparent, grandchild, former guardian, ward, fiancé, or any other relative or close friend who has been residing in the same household.
- (c) Up to one (1) day's unpaid leave shall be granted to attend as a mourner.
- (d) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant additional bereavement leave.
- (e) For other purposes, such as dangerous illness in the immediate family, an employee shall be entitled to leave with pay up to a maximum of five (5) days to be granted with the approval of the Employer and charged against the employee's sick leave credits.

19.02 Bereavement Leave Entitlement for Part-time Employees

Bereavement leave as set forth in Article 19.01 shall be prorated for part-time employees based on the full-time hours.

19.03 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence with pay and benefits. Leave of absence without pay but without loss of benefits shall be allowed to employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated. CUPE shall reimburse the Employer for all wages paid to the employee to attend such conventions or meetings.

19.04 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as juror, is required by subpoena to attend a court of law, coroner's inquest or any other hearing, other than a process occasioned by the employee's private affairs or where he/she is subpoenaed to testify on behalf of the Union. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received. Time spent by an employee required to appear before any government body, or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

19.05 General Leave

An employee shall be entitled to leave of absence without pay when he/she requests such leave for good and sufficient cause. Such requests shall be in writing and approved by the Employer. Such approval shall not be unreasonably withheld.

19.06 Education Leave and Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications with the Employer's consent.

19.07 An employee shall be entitled to maternity, parental, adoptive leave and compassionate care in accordance with the *Employment Standards Code* of Manitoba.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Wages shall be paid biweekly by direct deposit. The Employer shall provide written information for each pay period showing the employee's name, the date of the pay period, number of hours at regular time, number of hours at premium time, other earnings, gross earnings, deductions and reasons for deductions, and net pay.

20.02 Automobile Allowance

When an employee is required to use his/her own vehicle during the course of employment (excepting transportation to and from the employee's home to his assigned shop), the employee shall be reimbursed at the same rate as is payable to representatives of the Employer. The utility employees will be entitled to a flat rate per day of **twelve dollars (\$12)** for travel inside the Local Urban District (LUD) of Fisher Branch. **Employees assigned to do bank and mail runs will be entitled to a flat rate per day of two dollars (\$2).**

When the employee travels to a jobsite which is situated a greater distance than his usual reporting place from his home, i.e. if he usually travels fifteen (15) kilometers to work from his home and is called upon to travel twenty (20) kilometers in his own car, he will be paid five (5) kilometers at the applicable rate.

All travel on behalf of the Employer shall be undertaken on the most direct route reasonably possible.

An itemized list of any claims under this Article shall be submitted by the employee with the applicable time sheet.

20.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the rate of pay and benefits for that position for the time he/she performs that job.

20.04 On Call Provision

No employee is on call unless specifically advised by the Chief Administrative Officer or designate. If an employee is advised that he/she is "on call" that is, immediately available by telephone contact, radio or paging device, he/she shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive	2 hours per pay day
Saturday, Sunday or holidays listed in Article 16.01	4 hours per pay day

Standby for the Utility 1

An additional payment of fifty dollars (\$50) per week will be paid to the Utility 1 classification in lieu of standby.

ARTICLE 23 - JOB SECURITY23.01 **Inclement Weather**

Whenever ordinary work cannot reasonably be continued during working hours by reason of inclement weather, the Employer shall either provide indoor work for outside crews, or allow them to stand by inside. No loss of pay shall result by reason of the provisions of this clause.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCE

24.01 The Employer shall provide coveralls and gloves to custodians and equipment operators as required.

24.02 Upon proof of purchase the Employer shall reimburse one hundred dollars (\$100) annually to each employee required to wear safety boots. This applies to permanent employees only.

ARTICLE 25 - GENERAL CONDITIONS25.01 **Allowance for Tools**

The Employer shall supply all tools and equipment determined by the Employer to be required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost.

25.02 **On-the-Job Training**

The Employer shall continue a system of “on-the-job” training so that employees shall have the opportunity to receive training. Such opportunities for training shall be allocated according to ability and seniority. The costs of such training are to paid by the Employer. The need for training is determined by the Employer.

ARTICLE 26 - GENERAL

26.01 Words of any gender used in this Collective Agreement shall be held and construed to include the other gender, and words in the singular shall be held to include the plural.

- 26.02 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law or regulation now existing or hereafter enacted or proclaimed shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in existence.
- 26.03 All provisions in the 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 increased cost to the Employer.

ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT

- 27.01 This Collective Agreement shall remain in full force and effective from the date of signing of the Collective Agreement to December 31, 2019, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new collective agreement is given by either party to the other party not less than thirty (30) working days prior to the expiry date of this Collective Agreement or the expiry date of any extended term thereof. On receipt of such written notice both parties shall make a sincere effort to arrive at an understanding prior to the anniversary date. During the period of such negotiations, this Collective Agreement shall remain in full force and effect.
- 27.02 It is agreed by the Union that there shall be no strikes, picketing, sitdowns, slowdowns or any stoppage or suspension of work during the life of this Collective Agreement, or while negotiations for renewal of this Collective Agreement are in progress. It is further agreed by the Union that it will not encourage or support any such action. Should any such collective action be taken, the Union shall instruct its members to carry out the provisions of this Collective Agreement and return to work and perform their duties in the usual manner.

Dated this 21 day of August, 2017.

**SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 4348**

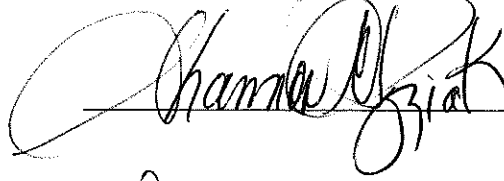


President



CUPE Representative

**SIGNED ON BEHALF OF RURAL
MUNICIPALITY OF FISHER**



Linda Fembley, CAO

SCHEDULE "A"
RURAL MUNICIPALITY OF FISHER
JANUARY 1, 2016

<i>Classification</i>	Public Works – 2.5% Increase						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Grader Operator	\$19.16	\$19.33	\$19.52	\$19.70	\$20.07	\$20.45	\$20.94
Equipment Operator	18.06	18.23	18.42	18.60	18.96	19.33	19.79
Tractor Operator	15.47	15.62	15.77	15.93	16.23	16.54	16.94
Utility Operator	19.20	19.38	19.58	19.77	20.15	20.55	21.04
Assistant Utility Operator	13.88	14.01	14.15	14.28	14.56	14.83	15.20
Disposal Site Custodian	13.16	13.29	13.43	13.55	13.82	14.07	14.41
Bylaw Officer/Building Inspector	19.20	19.38	19.58	19.77	20.15	20.55	21.04

<i>Classification</i>	Office – 2.5% Increase						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Accounting Clerk*	\$17.65	\$17.82	\$18.17	\$18.62	\$18.98	\$19.35	\$19.82
Accounting Clerk**	21.99	22.20	22.42	22.46	22.90	23.34	23.92
Office Clerk II	18.69	18.87	19.05	19.24	19.61	20.00	20.48
Office Clerk I	14.13	14.26	14.53	14.88	15.17	15.46	15.84

*without Municipal Administration Certificate

**with Municipal Administration Certificate

With full retroactivity to January 1, 2016 for all affected employees.

SCHEDULE "A"
RURAL MUNICIPALITY OF FISHER
JANUARY 1, 2017

	Public Works – 2.5% Increase						
<i>Classification</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Grader Operator	\$19.64	\$19.81	\$20.00	\$20.19	\$20.57	420.96	\$21.46
Equipment Operator	18.51	18.69	18.88	19.07	19.44	19.81	20.29
Tractor Operator	15.85	16.01	16.17	16.33	16.63	16.96	17.37
Utility Operator	19.68	19.87	20.07	20.27	20.66	21.07	21.57
Assistant Utility Operator	14.23	14.36	14.50	14.64	14.92	15.20	15.58
Disposal Site Custodian	13.49	13.63	13.76	13.89	14.16	14.43	14.77
Bylaw Officer/Building Inspector	19.68	19.87	20.07	20.27	20.66	21.07	21.57

	Office – 2.5% Increase						
<i>Classification</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Accounting Clerk*	\$18.09	\$18.27	\$18.63	\$19.09	\$19.46	\$19.84	\$20.32
Accounting Clerk**	22.54	22.76	22.98	23.02	23.47	23.92	24.52
Office Clerk II	19.15	19.34	19.53	19.72	20.10	20.50	20.99
Office Clerk I	14.49	14.61	14.90	15.26	15.55	15.84	16.23

*without Municipal Administration Certificate

**with Municipal Administration Certificate

SCHEDULE "A"
RURAL MUNICIPALITY OF FISHER
JANUARY 1, 2018

	Public Works – 2.5% Increase						
<i>Classification</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Grader Operator	\$20.13	\$20.31	\$20.50	\$20.70	\$21.09	\$21.48	\$22.00
Equipment Operator	18.97	19.16	19.35	19.55	19.92	20.31	20.79
Tractor Operator	16.25	16.41	16.57	16.73	17.05	17.38	17.80
Utility Operator	20.17	20.36	20.57	20.77	21.17	21.59	22.11
Assistant Utility Operator	14.58	14.72	14.86	15.00	15.29	15.58	15.97
Disposal Site Custodian	13.83	13.97	14.11	14.24	14.52	14.79	15.14
Bylaw Officer/Building Inspector	20.17	20.36	20.57	20.77	21.17	21.59	22.00

	Office – 2.5% Increase						
<i>Classification</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Accounting Clerk*	\$18.54	\$18.73	\$19.09	\$19.57	\$19.94	\$20.33	\$20.83
Accounting Clerk**	22.54	22.76	22.98	23.02	23.47	23.92	24.52
Office Clerk II	19.15	19.34	19.53	19.72	20.10	20.50	20.99
Office Clerk I	14.49	14.61	14.90	15.26	15.55	15.84	16.23

*without Municipal Administration Certificate

**with Municipal Administration Certificate

SCHEDULE "A"
RURAL MUNICIPALITY OF FISHER
JANUARY 1, 2019

<i>Classification</i>	Public Works - 2% Increase						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Grader Operator	\$20.53	\$20.72	\$20.91	\$21.11	\$21.51	\$21.91	\$22.44
Equipment Operator	19.35	19.54	19.74	19.94	20.32	20.72	21.21
Tractor Operator	16.58	16.74	16.90	17.07	17.39	17.73	18.16
Utility Operator	20.57	20.77	20.98	21.19	21.60	22.02	22.55
Assistant Utility Operator	14.87	15.02	15.16	15.30	15.60	15.89	16.29
Disposal Site Custodian	14.10	14.25	14.39	14.52	14.81	15.08	15.44
Bylaw Officer/Building Inspector	20.57	20.77	20.98	21.19	21.60	22.02	22.44

<i>Classification</i>	Office - 2% Increase						
	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>	<i>Year 4</i>	<i>Year 5</i>	<i>Year 6</i>	<i>Year 7</i>
Accounting Clerk*	\$18.91	\$19.10	\$19.48	\$19.96	\$20.34	\$20.74	\$21.24
Accounting Clerk**	22.99	23.21	23.44	23.48	23.94	24.40	25.01
Office Clerk II	19.54	19.73	19.92	20.11	20.50	20.91	21.41
Office Clerk I	14.78	14.91	15.20	15.56	15.86	16.16	16.56

*without Municipal Administration Certificate

**with Municipal Administration Certificate

**LETTER OF UNDERSTANDING
 BETWEEN
 RURAL MUNICIPALITY OF FISHER
 (hereinafter referred to as the "Municipality")
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4348
 (hereinafter referred to as the "Union")
 RE: CONTRACTING OUT**

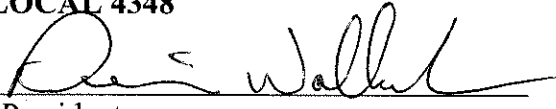
In order to provide job security for the current members of the bargaining unit, the Municipality agrees not to contract out work performed by the following employees if such contracting out would result in a layoff of the employees except in such circumstances where due to mechanical breakdown the Municipality may not have the equipment to perform the work in which case the Municipality may contract out as necessary:

Annie Bell
Ronald Cosens
Daphne Flett
Randy Forster
 Leonard Heinrichs
 Richard Hyde
 Val Kerbrat

Roberta Lywak
Michael Ostryzniuk
 Michael Prus
 Patrick Smith
Brent Thomas
 Dennis Wallach

Dated this 21 day of August, 2017.

**SIGNED ON BEHALF OF CANADIAN
 UNION OF PUBLIC EMPLOYEES,
 LOCAL 4348**



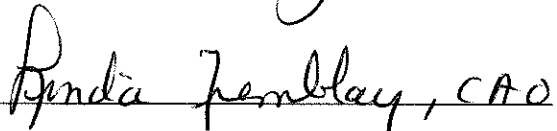
 President



 CUPE Representative

**SIGNED ON BEHALF OF RURAL
 MUNICIPALITY OF FISHER**





 Brenda Fembly, CAO

**LETTER OF UNDERSTANDING
BETWEEN
RURAL MUNICIPALITY OF FISHER
(hereinafter referred to as the "Municipality")
AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4348
(hereinafter referred to as the "Union")
RE: JOB DESCRIPTIONS**


The Employer agrees to provide current job descriptions for all positions listed in Schedule "A" - Wages to the Union within sixty (60) days of ratification of the Collective Agreement.

Dated this 21 day of August, 2017.

**SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 4348**




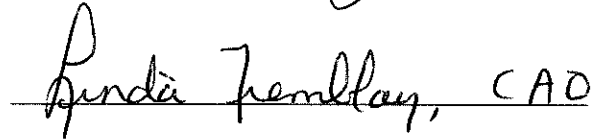
President



CUPE Representative

**SIGNED ON BEHALF OF RURAL
MUNICIPALITY OF FISHER**




Brenda Tremblay, CAO

**LETTER OF UNDERSTANDING
BETWEEN
RURAL MUNICIPALITY OF FISHER
(hereinafter referred to as the "Municipality")
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4348
(hereinafter referred to as the "Union")
RE: WORK ORDERS**


Whereas it is in both parties' best interests to record work orders, therefore:

The parties hereby agree that, for all tasks/duties outside of daily routines, work orders are to be issued in writing.


It is further agreed that such work order system will be implemented within thirty (30) days of ratification of the Collective Agreement.

Dated this 21 day of August, 2017.

**SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 4348**

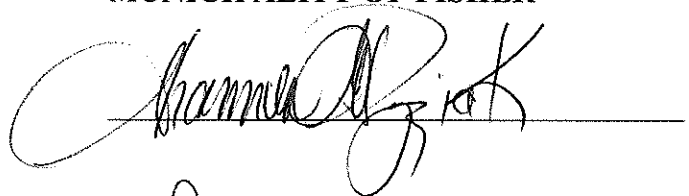


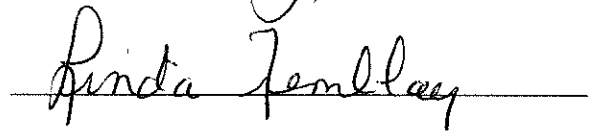
President



CUPE Representative

**SIGNED ON BEHALF OF RURAL
MUNICIPALITY OF FISHER**






**LETTER OF UNDERSTANDING
BETWEEN
RURAL MUNICIPALITY OF FISHER
(hereinafter referred to as the "Municipality")
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4348
(hereinafter referred to as the "Union")
RE: UTILITY OPERATOR**


The parties hereby agree that the hours of work and duties of the Utility Operator position will be reviewed during the life of this Agreement.

Dated this 21 day of August, 2017.

**SIGNED ON BEHALF OF CANADIAN
UNION OF PUBLIC EMPLOYEES,
LOCAL 4348**



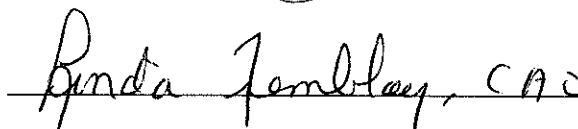
President



CUPE Representative

**SIGNED ON BEHALF OF RURAL
MUNICIPALITY OF FISHER**





Brenda Jemblay, CAO