

**COLLECTIVE AGREEMENT**

**BETWEEN**



**CITY OF FLIN FLON**

**AND**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 228**

**TERM OF AGREEMENT:**

***FEBRUARY 1, 2017 TO JANUARY 31, 2020***

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## **ARTICLE 1**

The parties to this Agreement are:

THE MUNICIPAL CORPORATION OF THE CITY OF FLIN FLON,  
MANITOBA,

(hereinafter called the “City”)  
OF THE FIRST PART,

and the following organization which is affiliated with the Canadian Labour  
Congress:

CANADIAN UNION OF PUBLIC EMPLOYEES (FLIN FLON LOCAL NO.  
228),

(hereinafter referred to as the “Union”)  
OF THE SECOND PART.

## **ARTICLE 2 – PREAMBLE**

In becoming parties to this Agreement, the signatories recognize their mutual interest in the operation of the City service under methods and conditions that will promote to the fullest extent, safety to the employee, and economy of operation, quality and quantity of service, and protection of property.

It is further recognized that these conditions can best be promoted by maintaining a harmonious relationship between the City and its employees and by affecting an amicable settlement of any disputes which might arise, and fully, individually and collectively, for the advancement of these conditions for mutual benefits and in the interest of public service.

## **ARTICLE 3 – RECOGNITION & JURISDICTION**

301 The City, or anyone authorized to act on its behalf, approves and recognizes the “Canadian Union of Public Employees, Flin Flon Local No. 228” as the exclusive bargaining agency for all its employees save and except the Municipal Administrator, Director of Works and

Operations, Treasurer, City Solicitor, City Engineer, Operations Administrator, Building Inspector, General Superintendent, Public Works Foreman, Utilities Foreman, Fire Chief, Deputy Fire Chief, Whitney Forum Supervisor, Recreation Manager, Recreation Programmer/Community Hall Supervisor, Recreation Maintenance Supervisor, Pool Supervisor, Assistant Pool Supervisor, **Senior Plant Manager, Senior Utilities Manager, Executive Administrative Assistant** and those employees who may be excluded by the Labour Relations Act.

- 302 The Union recognizes a Recreation Board or Recreation Department when formed, and conversely that the Recreation Board or Recreation Department would recognize the Union as parties to the Agreement.
- 303 Persons who are excluded from the bargaining unit under the terms of this Agreement shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.
- 304 The City will recognize the jurisdictional rights of the Union, party to this Agreement, and will reclassify any employees to bring them within the jurisdiction or representation of the Union in accordance with the jurisdictional rights recognized by the Manitoba Labour Relations Act.
- 305 The Union will be provided with a copy of all disciplinary letters and job postings. Failure to provide the Union with a copy will not invalidate the Employer's position.

#### **ARTICLE 4 – DURATION OF AGREEMENT**

- 401 The Agreement between the “City” and the “Union” shall be effective as of February 1, 2013 and shall continue in force and effect until January 31, 2017, but may be renewed by mutual agreement with or without amendments.
- 402 Not more than ninety (90) and not less than thirty (30) days prior to January 31, 2017, either party hereto may give to the other notice in writing that it wishes to discuss revisions to the present Agreement. Both

parties further agree to present their amendments within thirty (30) days of receiving letter of intent to bargain.

- 403 As soon as possible after the 1<sup>st</sup> day of January 2017, the parties thereto shall meet for the purpose of discussing the renewal of the Agreement and amendments thereto, or the negotiations of a new contract.
- 404 In the event that such discussions or negotiations should not be concluded before the 31<sup>st</sup> day of January 2017, the parties thereto may agree to continue temporarily the coverage afforded by this Agreement pending finalization of the terms of the new Agreement.
- 405 In the event of failure to arrive at mutually satisfactory settlement conciliation proceedings shall be instituted forthwith and conducted in accordance with legislation then in effect.
- 406 Copies of the new Agreement are to be issued within thirty (30) days of signing. The copies shall be supplied alternately by the City and the Union.
- 407 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the Parties at any time during the existence of this Collective Agreement. Said changes shall form part of this Collective Agreement.

#### **ARTICLE 5 – NO DISCRIMINATION**

- 501 The City agrees that no preference will be shown non-union employees over Union employees, that no employee shall be discriminated against or jeopardized in his seniority standing or suffer any loss of employment because of membership or activity in the Union and the Union agrees that neither the Union nor its members will intimidate or coerce employees into joining the Union.

**ARTICLE 6 – DEFINITIONS & INTERPRETATION**

- 601 A permanent employee is an employee who has successfully completed his/her probationary period, and is not a seasonal, term, casual or student employee.
- 602 Full-time employees work the full normal weekly hours for their classification.
- 603 Part-time employees normally work less than the full weekly hours for their classification. A part-time employee will work a minimum of three (3) hours per shift, with the exception of Article 1005 b).
- 604 Casual employees are not normally scheduled to regular hours of work and come in to work when called on an “as needed” basis. Casual employees can refuse an unscheduled shift when unavailable to work. Once a casual employee has accepted a shift, **s/he is** expected to attend. Casual employees accumulate no seniority.
- 605 Seasonal employees are employed on a full-time or part-time basis to work on projects that are only performed during some of the seasons of the year. The employment of a seasonal employee ends at the end of the season, but the seasonal employee may be eligible for employment in a subsequent season, and may compete for other non-seasonal positions. Seasonal employees accumulate no seniority.
- 606 Term employees are employed on a full-time or part-time basis, and are hired for a specific period, up to eighteen (18) months, which may not correspond to a particular season. Terms may be extended by mutual agreement between the Employer and the Union, such agreements not to be unreasonably denied. Once the term expires, the term employee’s employment ends without recourse, subject to Article 607. Term employees accumulate no seniority.
- 607 A term or seasonal position may, in the Employer’s discretion, be filled by a permanent employee, who will revert to his/her former position, after completion of the term or seasonal position. Requests to transfer to a seasonal or term position will not be unreasonably denied.

- 608 Student employees are employed on a full-time or part-time basis and are hired for summer work between April 15<sup>th</sup> and September 15<sup>th</sup> of any year. Employment as a student ends no later than September 15<sup>th</sup>. Students accumulate no seniority.
- 609 In interpreting this Agreement or any provisions thereof, it is agreed that the fundamental consideration shall be the harmonious relationship which must prevail between the City and its employees rather than strict legal interpretations or definitions, always keeping in mind that the City council is operating a non-profit organization with public funds.
- 610 When referenced in this Agreement, the feminine gender shall mean and include the masculine and “employee” shall mean “employees” unless clearly indicated otherwise.

#### **ARTICLE 7 – UNION ACTIVITY AND COLLECTION OF DUES**

- 701 There will be no Union activity on City time except as necessary in connection with the handling of grievances and the enforcement of this Agreement; but nothing in the Agreement shall be construed to prohibit the officers of the Union from looking after the matters of membership dues, initiation fees, assessment, and solicitation of membership provided it is done after working hours or during non-compensable lunch hours and does not interfere with the operation of the service.
- 702 City time spent by Union Steward and other Union Officials will be kept to a reasonable minimum and settled by mutual agreement. No pay allowances will be granted for straight time which these agents are required to take from their regular working hours.
- 703 It is agreed that City bulletin boards may be used for Union notices, but it is understood that no political or non-union contentious matters will be posted.
- 704 The City agrees to the compulsory check off of Union dues on a biweekly basis for all employees covered by this Agreement as determined by the Local Union, and provided for by the Rand Formula. Any person hired by the City will not be deducted Union dues for the first part month.

705 The City agrees to remit the Union dues by the 10<sup>th</sup> day of the following month from which they were collected.

706 The Union dues shall be accompanied by a list of employees pertinent to the pay periods along with current hours, earnings and dues deducted.

June 1<sup>st</sup> and October 15<sup>th</sup> of each year, the Employer shall provide the Union with a listing of all employees along with their address and home phone number.

### ARTICLE 8 – MANAGEMENT

801 The Union recognizes that the City has the duty and responsibility to organize, direct and manage the affairs, activities and statutory obligations delegated to it or laid upon it or directed by the laws of the Province of Manitoba, except as legally modified by this Agreement. The City agrees that in so doing, it will not act in a discriminatory manner.

### ARTICLE 9 – SENIORITY

901 Seniority is defined as the accumulated total service with the City, continuous, or broken by approved leave of absence or temporary layoff, but not service broken by a termination of employment.

Seniority rights of an employee shall be retained and continue to accumulate during periods of authorized leave with pay. Seniority rights of an employee shall be retained but not accrue during periods of authorized leave without pay, or layoff of less than **twelve (12) months**. Employees will continue to accrue seniority while on maternity leave, parental leave or Workers' Compensation (**up to 24 months**) and **Long-Term disability (up to 24 months)**. **Seniority shall be retained but no longer accrue for employees on a Worker's Compensation or Long-Term disability claim longer than 24 months.**

902 Seniority for full-time employees is measured from their date of hire. Seniority for part-time employees is measured based on their hours of work performed for the city since their date of hire into a permanent

position. Part-time service prior to full-time status will be credited on a *pro rata* basis.

- 903 Length of service will be based on City service rather than Department service. Length of total service shall include Flin Flon Community Club service and Flin Flon Recreation-Department service.
- 904 A seniority list of all employees will be posted on the bulletin boards at the City Hall, Utilities Department, Public Works Department, Whitney Forum, the Main Hall, RCMP office and the Aqua Centre and such seniority lists shall be posted every six (6) months. Where applicable, such list shall show a breakdown of seniority accumulated during full-time and part-time work, (as defined in this Agreement). A separate list will indicate hours worked in seasonal, term and casual employment.
- 905 An employee's seniority shall be considered broken by reason of:
- a) dismissal for cause and is not subsequently reinstated;
  - b) resignation;
  - c) continuous layoff for a period in excess of **twelve (12)** months;
  - d) failure to report to work within fifteen (15) days after being notified to report following a layoff, unless the employee can give satisfactory reason for such failure to report within the time prescribed.
  - e) **the employee is absent from work without a reasonable explanation, for a period of (2) or more consecutive working days.**

## **ARTICLE 10 – WORKING CONDITIONS AND HOURS OF WORK**

- 1001 a) Normal hours of work for outside workers shall be 7:30 a.m. to 4:00 p.m. with one half (½) hour off for lunch (unpaid) during the winter season for a total of eight (8) working hours per day. During summer season, (beginning immediately upon the last Sunday in April, and ending at the last Sunday in October), the normal hours of work for outside workers shall be 7:00 a.m. to 3:30 p.m., with one half (½) hour off (unpaid) for lunch, for a total of eight (8) working

hours per day. Notwithstanding any other provision of this Agreement, no shift premium shall be payable in respect of any part of the 7:00 a.m. to 3:30 p.m. shift.

- b) Clerical hours shall be seven and one-half (7½) hours per day plus a one (1) hour unpaid lunch break.
- c) Normal hours of work for recreation employees shall be a maximum of eight (8) hours per day, with forty (40) hours a week. Employees shall be allowed a paid lunch break of thirty (30) minutes.

1002 Any regular shift which begins and ends within the hours of 7:00 a.m. and 6:00 p.m. shall be classified as a daytime shift followed consecutively by afternoon and graveyard shift.

1003 a) Each employee working seven (7) hours or more will be allowed a ten (10) minute rest period with pay during the first part of their shift and a ten (10) minute rest period during the latter part of their shift.

b) Each employee working four (4) hours or more will be allowed a paid ten (10) minute rest period during their shift.

1004 Part-time and Casual Recreation Employees:

a) Shift schedules shall be posted two (2) weeks in advance and shall not be changed without mutual agreement between the employee and the Employer.

b) Shifts shall be no less than two (2) hours.

c) Staff shall be granted a minimum of one (1) hours' pay for attending staff meetings and one and one half (1 ½) hours' pay for attending staff training.

1005 There will be no less than two (2) cashiers-designated as point six (0.6) full-time equivalent (FTE) at the Aqua Centre. All other cashiers will be scheduled as needed to fill in the remaining hours.

- a) When a cashier with a FTE requests time off, that amount of time will be reduced from **his/her** scheduled entitlement for that month. Requests for time off shall be administered under Article 1401.
- b) When a cashier with a FTE works hours in addition to **his/her** FTE, whether by schedule or amendment to the schedule, **s/he** shall be paid at **his/her** regular rate of pay, subject to Article 11.

### **ARTICLE 11 – OVERTIME**

- 1101 Standard rates of pay will be paid to all hourly paid employees on the basis of an eight (8) hour day and forty (40) hour week, with time and one half (1½x) being paid for the first four (4) overtime hours worked and double time (2x) thereafter in each twenty-four (24) hour period.
- 1102 If an employee has left the place of work and is called in for overtime work, **s/he** shall receive pay for the full-time so worked, plus one (1) hour. It being further provided that **s/he** shall receive pay for a minimum of four (4) hours. This provision shall not apply to employees who have been called in to fill a vacancy due to the absence of another workman during a whole shift. Prearranged overtime will be considered as straight overtime.
- 1103
  - a) An employee required to work overtime, on an unscheduled basis for a period in excess of two (2) hours immediately following his regular hours of work shall be provided with a hot meal, provided he is unable to go home.
  - b) An employee required to work scheduled overtime for a period of three (3) hours or more, immediately following **his/her** regular hours of work shall be provided with a paid meal break of one half (½) hour, scheduled according to operational needs.
- 1104 Overtime work shall be divided as equitably as the circumstances permit among those employees who are qualified to perform the work and are available for the purpose at the time the need arises.

**Overtime shall be distributed in the following manner:**

**Unpredicted (same day) overtime shall be first offered to whomever is currently on site doing the work that is available for overtime, on an equitable basis among those who are present.**

**Overtime shall be offered equitably by classification (of the job which is required to perform the work) within the facility first. Should there be no ability to fill within classification, then it shall be offered equitably among the remaining employees within the facility.**

**Should that not result in the overtime being filled, it shall then be offered to employees within the Department.**

**Departments shall be considered to be: Works Operations and Utilities, City Hall, and Recreation.**

**Should that not result in filling the overtime, it shall then be offered equitably among all available employees of the city.**

- 1105 All employees shall be entitled to bank overtime, at their option, in lieu of pay, to a total of forty-eight (48) regular hours at any one time to be taken at a time mutually agreeable to the employee and the supervisor. Requests for the taking of banked overtime must be made at least seven (7) days before the date requested and shall be granted subject to the normal vacation priorities. All banked overtime must be taken by December 15<sup>th</sup> in each year or shall be paid out.
- 1106 Overtime pay may be banked to an unlimited amount by employees for a two (2) year term. This “overtime account” may be drawn from at any regular city pay date, with the understanding that at the final period of any given two (2) year term, all monies in the account will be forwarded to the employee.
- The two (2) year periods will end on the last pay period of every “even” year.
- 1107 With the consent of the Employer, employees who are required to work unscheduled overtime will be provided transportation home, by the Employer, should it be necessary.

**ARTICLE 12 – VACATIONS WITH PAY - SALARIED & HOURLY PAID EMPLOYEES**

1201 Vacations

The following table shows the vacation period that may be earned on a service basis. Vacation period shall be computed on a five (5) day work week with pay based on a forty (40) hour work week at a regular rate for hourly paid employees and any salaried employee except those salaried employees who work thirty-seven and one half (37½) hours whose vacation period will be based on a thirty-seven and one half (37½) hour work week. However, periods of not less than three (3) working days may be granted by mutual agreement between employee and employer.

Employees will arrange with their Department Supervisor as to the dates they will be granted vacations. An endeavour will be made to meet the desire of the individual employee, but management reserves the right to so arrange vacations that the work will be as little affected as possible.

New employees get a prorated portion of ten (10) days' vacation on January 1<sup>st</sup> during their first year of employment.

From the first anniversary date to the 1<sup>st</sup> of January of the next year, holidays will be pro-rated as follows:

No. of working days  
(anniversary to Dec. 31) x 15 (Holidays due after second  
260 year in working days)

Following this adjustment period and upon completion of the next calendar year, each employee having completed two (2) years plus adjustment, will be eligible for fifteen (15) working days as shown in the Agreement as earned after completing two (2) years.

Vacations may only be split with the permission of the Department Supervisor, such permission not to be unreasonably denied.

For this schedule a week shall be considered as five (5) working days and days above mentioned weeks shall be working days.

<u>Number of Years of Continuous Service</u>	<u>Hourly Paid &amp; Salaried Employees' Weeks of Vacation Due with Pay</u>
1 year	2 weeks
2 years	3 weeks
3 years	3 weeks + 1 day
4 years	3 weeks + 2 days
5 years	4 weeks
6 years	4 weeks
7 years	4 weeks
8 - 9 years	4 weeks + 1 day
10 - 11 years	4 weeks + 2 days
12 - 13 years	4 weeks + 3 days
14 - 15 years	4 weeks + 4 days
16 years and over	5 weeks

1202 Vacation with pay granted to all employees each year will be taken each year unless other arrangements are authorized by resolutions of Council.

1203 Seasonal, term and casual employees shall be paid their vacation pay in accordance with the Manitoba Employment Standards Code.

1204 Part-time Employees

Vacations shall be pro-rated according to the number of hours worked and the appropriate year of service. Employees shall be entitled to receive their vacation pay or the equivalent time off with pay at the employee's option.

Paid hours up to December 31<sup>st</sup> x the vacation due,  
2080 according to years of service

1205 Each employee shall be entitled to be paid a vacation bonus of seventeen dollars (\$17.00) for each working day of regular vacation granted under Article 1201 hereof. The employee shall have the option of bonus payment according to holidays taken or all at one time if desired.

1206 Special Vacations

- a) During the life of this Agreement each employee who completes three (3) years of continuous service since the date of his most recent hiring or since the date he last became entitled to a special vacation with pay under the previous Collective Agreement between the City and the Union, whichever is later, shall become entitled to three (3) weeks of special vacation with pay.
- b) The pay for each week of Special Vacation shall be computed on the basis of a forty (40) hour week at the rate of pay to which the employee is regularly entitled at the time he takes the Special Vacation.
- c) Should an employee who is entitled to a Special Vacation fail to take the same by reason of retirement, death, or other cessation of employment with the City of Flin Flon, the City shall pay to such employee, or to his estate, the Special Vacation pay to which he would have been entitled.
- d) Except in the case of discharge for cause, an employee who has earned at least one (1) Special Vacation as defined in this section and who subsequently ceases to be an employee of the City shall be entitled to a pro-rata portion of the pay for the Special Vacation in process of being earned during the then current three (3) year period, the calculation of such portion to be based on calendar days and on duration of employment from the close of the last three (3) year period for which a Special Vacation has been earned to the date of cessation of employment and at the rate of pay to which the employee was regularly entitled at the time of cessation of employment.
- e) In determining the length of a Special Vacation, a week shall mean five (5) working days.
- f) The allocation of vacations with pay under the provisions of the regular vacation plan shall have priority over the allocation of Special Vacation hereunder.

- g) In order to minimize interference with the normal operations of the City, Special Vacations will be granted only at such time and in such amounts as the City, in its sole discretion, may determine but subject thereto due consideration will be given to the wishes of the individual employee.

An employee's Special Vacation shall be taken within the three (3) year period following the date on which he becomes entitled to it.

### ARTICLE 13 – GENERAL HOLIDAYS

- 1301 The Employer recognizes the following as paid holidays:

New Year's Day	Louis Riel Day
Good Friday	Victoria Day
2 <sup>nd</sup> Monday in June	Canada Day
Labour Day	Thanksgiving Day
1 <sup>st</sup> Monday in August (until holiday Proclaimed in late summer)	
Christmas Day	Boxing Day

Plus any day proclaimed as a public holiday by the Government of Canada, the Government of the Province of Manitoba, or the Council of the City of Flin Flon.

- 1302 Full-time employees who are required to work on a general holiday will be given the option of an additional day off, to be taken at a mutually agreeable time, and payment of time and one half (1 ½) for all hours worked, or they will receive payment of double time and a half (2 ½) for all hours worked. The time taken will be in accordance with the provisions of Article 1105.

Part-time, casual, seasonal and term employees shall be paid at the rate of time and one half (1 ½) for all hours worked on a general holiday in addition to their entitlement as per Article 1304.

- 1303 Eight (8) hours' straight time or equivalent time off will be paid to all full-time employees who do not work on a general holiday as defined in this Article, but to qualify for such payment an employee shall work both **his/her** normal working day before and their normal working day after

such general holiday, unless the employee is on approved paid leave of absence.

Part-time, casual, seasonal and term employees shall receive five percent (5%) of **his/her** total wages for the four (4) week period immediately preceding the holiday.

1304 When any of the above noted holidays fall on a Saturday or a Sunday, or both, and are not proclaimed as being observed on some other day or days, the following Monday, or, in the event Monday is a holiday, Tuesday, or Monday and Tuesday, if two (2) such holidays shall be deemed to be the said holiday or holidays for the purpose of this Agreement in the place and stead of the date or dates of the holiday or holidays according to the calendar.

1305 Should any such public holiday fall within an employee's vacation or leave of absence granted under the provisions of Article 14 of this Agreement, such employee's annual vacation or leave of absence shall be extended by one (1) day. This article does not apply to "special vacations".

1306 Should any such public holiday fall during the absence of an employee due to legitimate illness, such employee shall be paid regular pay for that day and that day shall not be included in, nor shall it be deducted from the number of days of sick leave with pay to which the employee is entitled. This does not apply to employees receiving Workers' Compensation, Weekly Indemnity, or Long Term Disability.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### 1401 General Leave

When the requirements of the City operations permit, employees for satisfactory cause or circumstances, will be granted leave of absence for a period under the following conditions:

- a) Applications for leave of absence shall be made in writing to the Director of Works and Operations, Municipal Administrator or Recreation Manager as the case may be, stating full particulars,

including length of intended leave of absence and reason, except in the case of leave of absence of less than seven (7) days, in which case oral application may be made.

- b) An employee granted leave of absence for a period not exceeding ninety (90) days shall retain his seniority status, and the seniority shall accrue to him during his absence.

1402 No leave of absence shall be granted for the purpose of accepting temporary work in some other industry or plant and any infraction against this provision shall result in the loss of all seniority rights accrued.

1403 Bereavement Leave

- a) A bereavement leave of absence of four (4) consecutive working days including the day of the funeral, will be granted to an employee upon a death in his/her or spouse's immediate family in order to arrange for and attend the funeral, provided, however the funeral is conducted not less than three hundred (300) kilometre (180 miles) from Flin Flon, two (2) extra consecutive working days' travel will be allowed.
- b) For each day of such leave of absence, which is a regularly scheduled working day of the employee, he/she shall be paid his or her regular rate of pay for eight (8) hours. To qualify for bereavement leave, the employee shall notify his immediate supervisor as soon as possible following the bereavement.
- c) "Immediate Family" shall mean spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and former guardian who has been residing in the same household.
- d) Pallbearer's leave – one (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.
- e) In the event an employee is on vacation when a death in the immediate family occurs, the bereavement leave shall be added to the period of vacation or utilized at a later date.

- f) Part-time, seasonal, **term, and casual** term employees shall be granted the same amount of consecutive days for bereavement leave as listed in Article 1403 a), b), c), d) and e) but shall be paid only for the hours they were scheduled to work during those days. Casual employees **shall be paid only for shifts to which they have already been committed prior to the death.**

1404 Jury Duty

Employees will suffer no loss of pay while on Jury Duty. Proof of jury service to be provided by the Sheriff.

1405 Maternity, Parental and Adoption Leave

The Employer agrees to grant leaves of absence for maternity, parental and adoption in accordance with the Manitoba Employment Standards Code.

1406 Compassionate Care Leave

The Employer agrees to grant leaves of absence for compassionate care in accordance with the Manitoba Employment Standards Code.

1407 Union Leave

Upon approval by the City, leave of absence with pay shall be granted to employees to attend union schools, conferences and conventions as official delegates. Such employee shall receive his or her rate of pay and benefits as provided in the Agreement and the Union shall reimburse the City for all wages and costs of said benefits.

1408 Blood Transfusion

When an employee, after commencing his shift, is called to give blood for a transfusion, he will not suffer any loss of pay for that shift.

**ARTICLE 15 – SICK LEAVE**

- 1501 a) i) The City agrees to allow each employee sick leave at full pay for a maximum of twelve (12) work days in any one calendar year. One day of sick leave is earned for each month of service. Such sick leave if not used in any year, shall be cumulative up to a total of seventy (70) days only. Notwithstanding anything else in this paragraph, employees in part-time positions earn an entitlement to pay for time off sick, at a rate of one (1) hour for every (20) hours worked, up to a maximum of two hundred and forty (240) hours.
- ii) An employee may use a maximum of twenty (20) consecutive sick days prior to accessing the Weekly Indemnity Benefit. Any employee who is denied by the Insurer may still access **his/her** remaining sick leave.
- b) i) Except as provided elsewhere in this Article, the employee will not require a medical certificate for any employee's illness when the illness involves absence lasting three (3) or fewer working days.
- ii) For periods over three (3) days, the City may require the employee to furnish a Certificate from a qualified practitioner, indicating the general character of the illness and certifying inability of the employee to attend to **his/her** regular duties and where an employee fails to furnish such a certificate upon request, **s/he** shall not be entitled to sick leave pay for such period. Notwithstanding prior practice or policy, beginning February 1, 2003, employees will be required to furnish a Doctor's certificate on a form supplied by the City or the City may deny the employee sick pay for such period. The cost of any request by the Employer under this clause shall be paid to the practitioner by the Employer. The Parties agree that this clause does not allow the Employer to request confidential or personal medical information beyond the general information required to establish a bona fide requirement for sick leave.
- (iii) In all cases of sick leave being requested, the employee must communicate orally by telephone with their supervisor in a

timely way to establish that sick leave is to be taken. In the case of employees in works and operations, who intend to take the morning, or an entire day off, the phone call must be made in the period one hour to one-half hour before the beginning of the working day. The City and the Union agree that in cases of suspected abuse of sick time, employees must produce a doctor's certificate when requested, and further that the employee shall have a reasonable time to produce one. The City agrees to pay the doctor's fee if the certificate adequately verifies an illness.

- (iv) Where the interval between the taking of sick days by an employee is less than five (5) working days, there will be an inference that the same condition is causing the taking of sick days, and that, given its longevity, the Employer may, in appropriate circumstances, require a medical certificate as if the absence were three (3) consecutive days.
- (v) In appropriate circumstances, the City may request verification of a medical appointment that requires an absence of more than one-half (1/2) day, provided the information protects the medical privacy of the employee concerning the reason for the appointment.
- (vi) In any situation where more than thirty (30) continuous working days have been taken off as sick days by one individual, and if more than thirty (30) calendar days have elapsed since the first such certificate was signed, the City may, at its discretion, require a renewal of the certificate of a qualified practitioner referred to in (b)(ii). Further renewals may also be required, at the City's discretion, for any further thirty (30) calendar day intervals, if the individual remains away from work.
- (vii) Unless a doctor's certificate has been provided, or the City has specifically waived the requirement, a new phone call must be made by the sick employee to their supervisor for every day off sick.

c) Family Illness

An employee may apply to utilize up to five (5) days of sick leave per calendar year due to sudden serious illness of a spouse, child, grandchild or parent. Sick leave that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days banked in excess of twelve (12) days thereafter.

In addition to this entitlement to leave, an employee may take family responsibility leave without pay as per the Manitoba Employment Standards Code, as it may be amended from time to time.

**ARTICLE 16 – RATES OF PAY/PAYDAYS**

- 1601 The wage rates for the period of this Agreement shall be as set out in Appendix "A" to this Agreement, which Appendix becomes part of this Agreement.
- 1602 All employees shall be paid on a biweekly basis.

**ARTICLE 17 – REDUCTION AND RESTORATION OF FORCE**

- 1701 Whenever a reduction of force or a reduction of hours is necessary, the City will give thirty (30) days' notice or thirty (30) days' pay in lieu of notice, except in the case of temporary reduction due to breakdown, accident, or other emergencies making such notice impossible.
- 1702 In cases of temporary reduction of force due to breakdown, accident, or other emergencies, the City will make every effort to notify the employees affected.
- 1703 In cases of curtailment of operations necessitating reduction in staff, layoff procedure will be determined in consultation with the Union. Senior employees having sufficient ability and qualifications to perform the required duties shall be retained.

- 1704 Employees laid off shall keep the City advised of their addresses or forfeit their right to consideration when the working force is again restored. Notice of restoration shall be given by the City to the employees personally, or by leaving a message at the home of the employee, or by mailing it to **him/her** at the last known address.
- 1705 If any employee has followed the above procedure, **s/he** shall not lose **his/her** seniority status because of layoff, but **his/her** continuous service record shall not be lengthened more than ninety (90) days during such layoff.
- 1706 Employees who are laid off shall be able to bump another employee with less seniority, providing they have the sufficient ability and qualifications to perform the required duties. If during the period of layoff the affected employee becomes qualified and has sufficient ability for a position within the bargaining unit, **s/he** may bump into that position should **his/her** seniority allow.
- 1707 No permanent employee shall suffer loss of employment, **be laid off, have regular hours reduced,** or be reclassified in a manner which **his/her** earnings are decreased as a result of the City contracting out any work.

#### **ARTICLE 18 – VACANCIES, PROMOTIONS AND STAFF CHANGES**

- 1801 a) Both Parties recognize:
- i) the principle of promotion within the service of the Employer;
  - ii) that job opportunities shall increase in proportion to length of service.
- b) In making staff changes, transfers or promotions, and in any hiring whatsoever involving positions falling within this Agreement, seniority, ability, and skill shall be considered. Where ability and skill are relatively equal, seniority shall govern.
- c) Notwithstanding anything in sections 901 and 1801 a) and b) of this Agreement, permanent employees shall have first preference for

filling any vacancies. Where a permanent employee is deemed not to have the necessary ability and skill, then casual employees with more than nine hundred and ten (910) accrued hours and seasonal employees who have been rehired for a second season will be considered prior to hiring off the street.

Where the ability and skill of the casual employee and seasonal employee are relatively equal, then hours worked (since the last period of a minimum of eighteen (18) months in which the employee did not work) shall govern.

- d) Senior employees, providing their ability and qualifications are sufficient to perform the required duties, shall have first preference for relief work in higher classifications.
- 1802
- a) When a vacancy of a permanent or temporary nature (at least four (4) months) occurs and the City deems it necessary to fill such vacancy or when a new position is created within the Bargaining Unit, the City shall notify the Union immediately in writing and shall post notice of the position on the bulletin boards for a minimum of seven (7) calendar days in order that all members will know about the position and be able to make written application. Such notice shall contain the following information:
    - nature of position
    - education
    - training
    - special skills or other qualifications required
    - rate of pay
  - b) Closing dates shall be no earlier than seven (7) days of posting, provided that the Director of Works and Operations, Municipal Administrator or Recreation Manager as the case may be, may make a temporary appointment in case of necessity only until a permanent appointment is made, or for temporary appointment only.
  - c) Posted positions shall be filled by the successful applicant within a reasonable length of time.
  - d) i) The successful applicant will be placed in a trial position, for a period of up to ninety (90) days. Conditional on satisfactory service, such trial promotion shall become permanent after said

trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period or should the employee feel, on reasonable grounds, that they are not capable of performing the new position, s/he shall be returned to his/her former position without loss of seniority.

(ii) The period of trial promotion referred to in the previous sub-paragraph is reduced to fifteen (15) calendar days if the person taking the position has already **previously held** the position being applied for, **for** a period of over ninety (90) days. At the City's option, the period of trial promotion referred to in the previous sub-paragraph is also reduced to fifteen (15) calendar days if the person taking the position is taking a position with a lesser rate of pay.

e) Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

1803 The Union shall be notified within five (5) working days of all new positions, reclassifications, or revision of present classifications. All new positions, reclassifications or revision of present classifications and rates of pay for the above shall be subject to negotiations between the City and the Union Negotiating Committee. Failing satisfactory settlement within fifteen (15) working days of the negotiating committee meeting, the dispute may be referred by either party to the grievance and arbitration procedures outlined in this Agreement.

1804 The City agrees that the jobs outlined in Appendix "A" are the agreed to job classifications, and that no change or elimination of these classifications shall occur without consultation with the Union.

1805 The City agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. Those job descriptions shall be presented to the Union within fifteen (15) working days of the request.

1806 Clerical Employees – Temporary Assignment of Duty

In the event that an employee is assigned temporarily to a higher paid position for more than two (2) days and provided the employee carries out

substantially all of the duties and responsibilities of the position, he/she shall be paid the rate of pay for the position that he/she is temporarily assigned to from and including the first day at a level that provides an increase over his/her present salary.

- 1807 New employees shall serve a probationary period of five hundred and twenty (520) hours worked. The Employer will provide the probationary employee with a written evaluation, no later than three hundred and twenty (320) hours after the commencement of employment.

### **ARTICLE 19 – QUALIFICATIONS, GRANDFATHERING AND EDUCATION**

- 1901 Where a job description refers to a license, qualification, standing or ticket, and a candidate applying for a position does not have a license, qualification, standing or ticket which is a minimum requirement for the position, the City may waive the requirement during a period sufficient to allow the applicant to acquire the license, qualification, standing or ticket, while on the job. **Where such training is required, and shall be provided by the City, the City shall provide all required and necessary certification and on the job training in a timely fashion, as soon as is practicable.**

Notwithstanding any other time frames set by the job descriptions, or the Collective Agreement, the period of time during which the required license, qualification, standing or ticket is to be obtained shall be deemed to be a probationary period. **Where such an arrangement exists, the Employer shall inform the Union, and the period of time necessary to complete the certification, qualification, standing or ticket while on the job, and the time period necessary by the Employer to provide the necessary training therein shall be discussed by the Union and the Employer.**

The failure to obtain the required license, qualification, standing or ticket, **if the opportunity to do so has been fully presented**, shall be deemed to be a failure to successfully satisfy the terms of probation, and to constitute cause for lay off or dismissal from the said position, subject to any rights which the employee may have under the Collective Agreement to return to a previous position.

**Should the City fail to provide the necessary time, opportunity, and training for the applicant to successfully complete his/her license, qualification, standing or ticket during the designated period, the applicant shall be granted an extension necessary to obtain the required training.**

If, at the end of the **designated** period the applicant has not yet acquired the required license, qualification, standing or ticket, **despite having been presented with the opportunity to do so**, the City may at its sole option, further extend the period for acquiring the license, qualification, standing or ticket, subject still to applying the sanction provided above for failure in obtaining the desired license, qualification, standing or ticket, at the end of the period of extension. **Where such an arrangement exists, the Employer shall inform the Union.**

- 1902 Where a job description refers to a minimum requirement of grade school education, or other education level, which is general in nature, and not in the nature of technical degree, diploma, license, qualification, standing or ticket, members of the City workforce as of January 1, 2000, shall be considered exempt from the requirement when applying for a new position within the City labour force, so long as the absence of such desired general education level does not seriously affect their ability to fulfill the function of the position for which they are applying.
- 1903 Where, as of January 1, 2000, an employee is filling a position for which he or she does not have the general education level called for by a job description as then existing, or as may be updated in connection with or during the term of the Collective Agreement effective beginning in the year 2000, the general education level requirement shall be deemed to be waived by the employer for that employee in respect of that position, for as long as that employee continues in that position.
- 1904 For greater certainty, paragraphs 1902 and 1903 do not waive any requirement for education, training or qualification, which is of a technical nature, and which is directly related to skills used in the employee's working environment. Without limiting the generality of paragraph one, where education, training or qualification is of a technical nature, and is directly related to skills used in the employee's working environment, paragraph 1901 applies rather than paragraphs 1902 or 1903.

- 1905 A reference in a job description to a Driver's license, or to a particular class of license required to operate a particular type of vehicle, is deemed to be a reference to a Manitoba Driver's license, or to its equivalent from another jurisdiction, so long as that extra-jurisdictional equivalent is recognized by law as being valid in the Province of Manitoba for the same purposes as would be the Manitoba class referred to in the job description.
- 1906 A reference to any education level, qualification, or standing, other than that involved in driving or operating a vehicle, shall be deemed to refer to an education level, qualification or standing granted or recognized in the Province of Manitoba, or to its extra-jurisdictional equivalent, so long as the extra-jurisdictional equivalent is usable for the same purposes in the Province of Manitoba, bearing in mind any relevant legal requirements.
- 1907 Where a job description indicates that a type of skill or experience is desirable, management may include consideration of that factor in assessing skill and ability of job applicants.
- 1908 Any skill, ability, education, license, qualification, standing or ticket, which may indicate, be related to, or have any bearing on the ability to perform any of the duties or tasks which fall within a job description, or on the duties or tasks which have been established by past practice within that job classification, may be included in the employer's assessment of skill and ability of a candidate applying for that position.
- 1909 Where a license, standing, ticket or qualification referred to in a job description is not one for which standardized testing, administered by somebody other than the City of Flin Flon, exists or is reasonably available, and where consequently training and evaluation must be performed internally, management shall create and follow a reasonable process for training an employee, which shall include a written record of the skills appraisal made. In particular, where a determination needs to be made whether an employee has acquired the ability to operate a particular piece of equipment in the Equipment Operator classification, the judgment of a committee composed of the Public Works Foreman and Utility Foreman shall govern. If an employee wishes to appeal a determination made by this committee, **s/he** may request an independent evaluation of **his/her** skills be done at the City's cost, by a qualified person outside the City management or work force, who shall be appointed by the Municipal

Administrator and the Union for this purpose. The City and the Union shall abide by the independent evaluation so obtained.

- 1910 The job descriptions for all full-time, permanent positions are deemed to contain a requirement for a Grade XII education or G.E.D., subject to grandfathering provisions found in paragraphs 1901 to 1914.
- 1911 Where a job description refers to a license, qualification, standing or ticket, it shall be deemed to be a reference to a license, qualification, standing or ticket, which is currently valid for its ordinary purpose.
- 1912 Where an employee's driver's license is suspended or he or she is prohibited from driving, and where the driver's license is critical to the performance of the job, the City shall make every reasonable effort to accommodate the said employee in an alternate position. Where such accommodation is not reasonable, the City shall grant up to a one (1) year leave of absence without pay. No employee shall be granted more than one (1) of either accommodation or leave of absence during the term of **his/her** employment. Notwithstanding Article 1402, employees shall be entitled to seek employment with another employer during such leave of absence.
- 1913 All recertification of instructor courses and first aid courses for Aqua Centre Employees shall be paid for by the Flin Flon Recreation Department provided the employee stays with the Employer for three (3) calendar months following recertification. The above fees shall be reimbursed to the Employer if the condition of three (3) calendar months is not met.
- 1914 **The following applies to the Equipment Operator position:**  
Equipment Operators employed by The City of Flin Flon, who are operating a particular piece of equipment on a routine basis, as of the date of the signing of the contract, shall continue to operate such equipment on a routine basis, where work upon that piece of equipment is required by the employer, provided that
- a) Management shall have full discretion to determine which equipment operator shall perform relief work on a piece of equipment, in the absence or unavailability of the employee who routinely works on that piece of equipment.

- b) Subject only to health limitations which are temporary, short term in nature, and serious enough to reasonably preclude such assignment at the time it is requested, an equipment operator must accept any relief assignment on a piece of equipment for which that worker has been credited with proficiency.
- c) An employee shall have the option of maintaining **his/her** current position/classification or advancing to other levels within the operator series.

**1915 The Employer shall be responsible for tracking the hours and/or courses completed by employees in order to maintain a license, qualification, certification, standing, or ticket.**

**1916 Where an employee receives training for a) water and wastewater certification; or b) power engineer and refrigeration certification, the employee shall be required to remain in a position for which the certification is required, for a period of at least two years from the date of the last certification examination successfully completed.**

**That is, the employee shall not be permitted to bid into a position where such certification is not required, unless**

- i) **the employee is applying for a position that also requires the certification already achieved; or**
- ii) **management agrees to waive the requirement in an individual case, due to the difficulties of otherwise filling a position or**
- iii) **the employee who has received the training agrees to repay the cost of the training received including associated expenses (tuition, books, travel, accommodation, per diems) as per the schedule below, by monthly payroll deduction.**

**If the employment of the employee is terminated for just cause (and not reinstated through the grievance/ arbitration process), or voluntarily by the employee for any reason other than death or disability, the employee will be required to repay the cost of the training received including associated expenses (tuition, books, travel, accommodation, per diems) as per the schedule below.**

***Schedule of Repayment:***

***50% of costs up to the first anniversary of completion of the course  
25% of costs from the first anniversary to the second anniversary of  
completion of the course***

**Where sequential levels of training are required, the repayment terms will reset and recommence at successful recompletion of the most recent training. Cost shall be defined only as the cost of the most recent training session. Any amounts owing from a previous training session will be forgiven.**

**Where an employee undertakes training and is unsuccessful, and as a result cannot remain in his/her current position, as related to the training undertaken, the return for service agreement is not applicable.**

**The return for service agreement shall not be applicable to any employees currently in the process of training or certification, with respect to the level of the program they are currently in.**

**ARTICLE 20 – PREMIUM PAYMENTS**

2001 Shift Premiums

- a) With the exception of the day shifts which are regularly scheduled between 7:00 a.m. and 6:00 p.m., a shift differential shall be paid for all hours worked on regularly scheduled shifts, on the following basis:

Afternoon Shift (4 p.m. to 12 a.m.)	55 cents per hour
Graveyard Shift (12 a.m. to 8 a.m.)	70 cents per hour

Such shift differential to be added to the basic rate before computing overtime.

- b) In addition to payments computed as hereinbefore specified, employees on regular shift work shall receive one dollar (\$1.00) per hour for each hour worked between the hours of 12:00 a.m. Saturday night and 12:00 a.m. Sunday night.
- c) In addition to payment computed as hereinbefore specified, employees on regular shift work shall receive fifty cents (\$0.50) per hour for each hour worked between the hours 12:00 a.m. Friday night and 12:00 a.m. Saturday night.
- d) Where a Labourer is called upon to operate equipment during a regularly scheduled weekend shift (i.e., on a Saturday or Sunday), the Labourer will be paid at an Equipment Operator's rate for the amount of time that the Labourer operated the equipment or three (3) hours, whichever is the greater.

2002 Emergency Shift Rotation

If, in cases of emergency, a regular shift in total is moved forward or backwards, the pay for the hours falling outside the hours of the regular shift shall be paid for at the rate applicable to the shift in which those hours are worked.

e.g.	Regular Shift 8 to 5 changed to 6 to 3	2 hours @ 70 cents – graveyard shift	Regular Shift 9 to 5 changed to 10 to 7	2 hours @ 55 cents – afternoon shift
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2003 Insufficient Work

When an employee reports for work at the commencement of his shift and, due to weather or some other circumstances beyond the City's control, work is not commenced that morning, and the employee is sent home he will receive three (3) hours' pay.

2004 Standby Time

Employees shall be paid two (2) hours' pay at overtime rates for every eight (8) hour period that they are on standby. If the employee is called out they do not receive the two (2) hours' standby for that eight (8) hour period.

2005 Employees, in Works and Operations, except Utility Operators and Arena Operators, who possess a Power Engineer ticket shall be compensated as follows:

5th class ticket - 50 cents/hr. worked

4th class ticket - 50 cents/hr. worked

2006 Water Distribution, Water Treatment, Wastewater Collection, and Wastewater Treatment:

The Employer will pay a premium for water and wastewater employees, for each hour paid, in recognition of their obtaining their Level II certification, as follows:

Fifty (\$0.50) cents per course for Level 2 to a minimum of two (2) courses, i.e., an employee with one (1) course gets no premium, but an employee with two (2) courses gets one (\$1.00) dollar per hour and an additional twenty-five (\$0.25) cents per hour if the employee is a General Labourer or Lead Hand Utilities.

Level 2 Certifications falling within this section include water distribution, water treatment, wastewater collection and wastewater treatment.

Employees who agree upon request, to work as an Operator at the Wastewater Treatment Plant on a relief basis, shall receive an additional premium of sixty cents (\$0.60) per paid hour, subject to the terms of LOU, Availability for Relief Work at the Wastewater Treatment Plant.

2007 Excavation permits:

Premium for excavation permit responsibility payable for all hours worked during the duration of the permit: fifty cents (\$0.50) per hour for all such hours of responsibility.

2008 Excavation Premium (effective date of ratification):

For Level II certified employees in collection and distribution who work as General Labourer or Lead Hand Utilities in Excavation, for every one thousand (1000) hours worked in excavation, they earn an additional five

(5) days of leave with pay, at a mutually agreed time within twelve (12) months of reaching the one thousand (1000) hour threshold, or may take the equivalent pay in lieu. If the time has not been taken within the twelve (12) months, it will be paid out.

## **ARTICLE 21 – BENEFITS**

2101 The City has provided and will continue to provide the following Benefit Plans to the employees, with one-half (½) cost of same paid by the City and one-half (½) paid by the employee, except as where otherwise noted, namely:

- a) Municipal Employees Pension Plan and Canada Pension Plan – contributions as per the plan requirements.
- b) Employee Group Insurance Plan – with one-half (½) paid by the City, one-half (½) paid by employee, namely:
  - i) **Basic Life Insurance**
  - ii) **Accidental Death and Dismemberment**
  - iii) **Short Term Disability**
  - iv) **Dependents Basic Life Insurance**
  - v) **Health Insurance (including Vision Care)**
  - vi) **Supplementary Expense Benefit**
  - vii) **A long-term disability pension plan, up to a total cost of one percent (1%)**
  - viii) **Dental Care Benefits Health Insurance (also on a 50-50 premium sharing basis.)**
- c) The City and the Union agree that no employee shall be entitled to receive firstly an amount greater than the amount he or she would have received had he or she worked the same pay period without overtime and secondly in the event of any employee's entitlements to sick pay as provided for in Article 1501 a) terminating, then and only then, shall the employee be entitled to the full proceeds of weekly indemnity provided for in Article 2101 (b) (iii) for the remainder of the period of illness.

2102 Subject to the following provisions, membership in all the aforementioned Benefit Plans shall be a condition of permanent employment:

- a) A person who is covered by similar plans due to their spouse's employment shall be exempt from participation in **extended health, dental and vision plans.**
- b) **Part Time employees shall be eligible for enrollment in the benefit plan upon meeting the minimum hourly requirements of the plan.**

2103 The City will continue to pay its share of premiums, unless waived by the insurer, for extended health (dental, vision, hospital, supplementary expense benefit) during absences due to Workers' Compensation or Weekly Indemnity claims. The employee off on these claims may continue to pay his/her share of premiums for pension, but the Employer shall not pay pension contributions during such absences.

2104 For the term of this Agreement, employees, their spouses and dependents shall be entitled to free passes for non-structured programs at the Whitney Forum (examples: Free skate, Scrub Hockey) and the Aqua Centre (examples: Weight room, free and family swim, and programs without a formal instructor).

## ARTICLE 22 – COMMITTEES

2201 An Advisory Committee will be set up consisting of a total of not more than four (4) Union members whose duties it shall be to meet with the Director of Works and Operations, Municipal Administrator, or Recreation Manager as the case may be, and two (2) Councillors at least once a month to discuss working conditions, seniority, upgrading and any other matters that might promote more harmonious relationships. It is mutually agreed between the City and the Union to give every support to these committees.

2202 A Benefits Committee shall be established consisting of not more than three (3) members of the Canadian Union of Public Employees, and the Personnel Committee of the City Council. It shall be the duty of the Benefits Committee to examine all Benefit Plans enjoyed by employees of said Union at intervals of not greater than two (2) years, with a view to

keeping the said plans commensurate with conditions as are existent at the time of reviewing.

2203 Negotiations Committee

Employees who participate in Negotiations on behalf of the Union shall be compensated for all normal working hours lost due to Negotiations. The Union will reimburse the Employer one half (1/2) of its wage cost on this account upon receipt of an invoice **for the first four (4) employees so engaged, for the first three (3) days of negotiations. The Union will reimburse the employer the full wage cost on this account upon receipt of an invoice for any additional committee members beyond the first four (4) members, and for all committee members beyond the first three (3) days paid for bargaining.**

**ARTICLE 23 – DISCHARGE, SUSPENSION AND DISCIPLINE**

2301 During the life of this Collective Agreement:

- a) The City shall have the right to suspend, discharge or discipline any employee for willful misconduct, or insubordination, being absent from work without just cause, or for just cause.
- b) Such employee and the representative of the Union shall be advised, in writing, of the reason or reasons for such suspension, discharge or discipline, within five (5) working days of the discipline being imposed.
- c) An employee, accompanied by a Union Representative if **s/he** wishes, may examine his/her personnel file on request. **S/he** shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. **S/he** shall have recourse to the grievance procedure to dispute any derogatory entry.

**ARTICLE 24 – ADJUSTMENTS OF DISPUTES**

2401 In order that all differences may be settled as quickly as possible they shall be dealt with as follows:

Step 1 – An employee with a grievance, may take the matter up with **his/her** Foreman or immediate Supervisor, accompanied by **his/her** Union Official. Any such grievance must be taken up within no more than fourteen (14) calendar days of the event giving rise to the grievance, or the day on which the employee knew or ought to have known about the event, or it will be conclusively deemed to be abandoned.

Step 2 – Failing a satisfactory settlement in Step 1, an employee will, with **his/her** Union Steward or Union Representative, meet with the Director of Works and Operations, Municipal Administrator or Recreation Manager as the case may be, and present the case to **him/her** with the aggrieved, if desired.

Step 3 – Failing satisfactory settlement within three (3) working days after Step 2, the matter will be presented to the Personnel Committee forthwith. The Personnel Committee shall make recommendations to the City Council within two (2) working days of meeting the Grievance Committee.

Step 4 – Failing satisfactory settlement after Step 3, the matter may be presented to City Council. The Union may meet with City Council to discuss the grievance.

Step 5 – If settlement is not made within five (5) working days, under Step 3 or 4, the Local Union may take the necessary steps to institute arbitration proceedings.

2402 All grievances affecting more than one Department shall immediately be referred to the Grievance Committee and carried through Step 3.

An employee who feels **s/he has** been unjustly suspended may commence the grievance at Step 2.

An employee who feels **s/he has** been unjustly discharged may commence the grievance at Step 3.

2403 Should it be found upon investigation that an employee has been unjustly suspended, discharged or disciplined, or that the penalty imposed appears unreasonably severe, such employee shall be reinstated without loss of

seniority rating and shall be compensated for each working day lost in an amount equal to **his/her** average daily earnings during the pay period immediately preceding such suspension, discharge or discipline, but the term “each working day lost” shall not include those working days during which the employee remained suspended as confirmed, determined, or ordered in an appeal or subsequent grievance procedure.

- 2404 If it should be found inexpedient to carry out promptly the clauses of this Article, due to the absence of a City official from the vicinity, a substitute may be appointed by the City, with full power to effect settlement of grievances, or the step or grievance procedure in which said official is concerned may be eliminated from the procedure.

### **ARTICLE 25 – ARBITRATION**

- 2501 a) In the event that the City and the Union shall be unable to settle any dispute or adjust any difference or grievance by treating or negotiating with each other, such disputes or grievances shall be referred to an arbitrator. Arbitrators will be rotated from the following list:

**Blair Graham, Kris Gibson, Robin Kersey**

- b) Should, during the life of this contract, one or more of the above-mentioned Arbitrators no longer work in that capacity, the parties will convene to name a replacement. Should there not be a name mutually agreeable to the parties, the rotation will continue with the remaining Arbitrator(s).**

**Should all of the above noted Arbitrators cease to work in that capacity, or should the above names have a delay in hearing a grievance of longer than twelve (12) months after hearing request is submitted, or should none be available to hear a grievance as needed on an expedited basis, during the life of this contract, the Parties agree to submit a list of three (3) further acceptable Arbitrator names to the other Party in an effort to find a mutually agreeable arbitrator.**

**Should none be mutually agreeable, within seven (7) days, the Parties agree that the Province of Manitoba will be requested to appoint one.**

- 2502 The Arbitrator shall proceed with all dispatch to hear and determine the differences, dispute or grievance.
- 2503 The decision of the Arbitrator shall be in writing and be delivered to the parties hereto. It shall be final and binding upon the parties hereto, subject to the conditions that the decision shall not, without the consent and approval of the parties hereto, rescind or amend any of the terms or conditions of this Collective Agreement, but shall in general agree with the scope of the terms thereof.
- 2504 The Arbitrator shall state whether it is to have retroactive effect and from what date it shall take effect.
- 2505 The Union party to this Agreement and the City hereby accept responsibility for their share of the cost of arbitration proceedings each on an equal basis.

#### **ARTICLE 26 – STRIKES AND LOCKOUTS**

- 2601 The City will not institute a lockout for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 2602 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in, or any other kind of strike or any other kind of interference or any stoppage, total or partial of any of the City's operation, for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 2603 Should any worker or group of workers, not members of the Union, advocate or engage in any kind of strike, or slowdown, or other stoppage, partial or total, of the City's operation, such shall be cause for discharge.
- 2604 The Union agrees to co-operate fully with the City in the enforcement of this Article.

**ARTICLE 27 – TOOLS & CLOTHING**

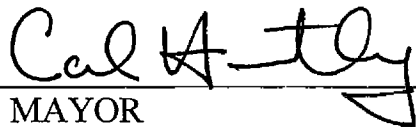
- 2701 Personal tools broken in service or lost in inaccessible places shall be replaced with tools of equal value by the City if an investigation by the City and the Union proves that the breakage or loss was not due to the employee's carelessness or neglect.
- 2702 a) Coveralls will be issued on basis of one (1) pair each for employees classified on the following jobs:
- Oiler truck driver and one (1) helper
- These coveralls will be replaced when required at the discretion of the Director of Works and Operations.
- b) One (1) pair of coveralls shall be supplied and maintained for each mechanic and mechanic's helper.
- c) Six (6) pairs of coveralls shall be available for other employees' use.
- d) Six (6) sets of rain gear shall be available for employees' use.
- 2703 Two (2) pairs of coveralls will be **supplied** for each employee of Whitney Forum and the Community Hall per year.
- 2704 Coveralls will be available for employees when working on maintenance of boilers.
- 2705 Each outside employee in Public works or Utilities shall be supplied with at least two (2) each of the following: summer bib coveralls, winter coveralls, and tee shirts to wear. The employee shall be responsible for the maintenance and cleaning of the clothing. If an employee brings in a ruined item damaged through normal wear and tear, the Employer shall replace it at the Employer's expense.
- 2706 The Employer shall pay the full cost of bathing suits. The suits being purchased through the Recreation Department in February and September or earlier at the discretion of the Pool Manager.

Two (2) uniform tops and shorts to be supplied by the Employer per year  
for employees working at the Aqua Centre.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS  
AGREEMENT

THIS 19 DAY OF January, 2018.

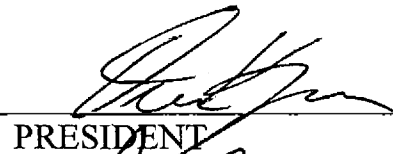
THE MUNICIPAL  
CORPORATION OF THE CITY OF  
FLIN FLON




MAYOR

  
MUNICIPAL ADMINISTRATOR

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228



PRESIDENT

  
SECRETARY

**APPENDIX "A" SCHEDULE OF WAGES**  
**TO AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES –**  
**FLIN FLON LOCAL 228**

	Feb. 1/17	Feb. 1/18	Feb. 1/19
<b>CLASSIFICATION</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
<b>Labourer (1) Non-Permanent Labour</b>	<b>\$25.05</b>	<b>\$25.55</b>	<b>\$26.06</b>
<b>Labourer (2) Permanent Labour</b>	<b>\$25.84</b>	<b>\$26.36</b>	<b>\$26.89</b>
<b>Labourer (3) Handyman</b>	<b>\$27.29</b>	<b>\$27.84</b>	<b>\$28.40</b>
<b>Commissionaire</b>	<b>\$25.84</b>	<b>\$26.36</b>	<b>\$26.89</b>
<b>Assistant Parks Attendant</b>	<b>\$25.84</b>	<b>\$26.36</b>	<b>\$26.89</b>
<b>Animal Control Officer</b>	<b>\$27.29</b>	<b>\$27.84</b>	<b>\$28.40</b>
<b>Parks Attendant</b>	<b>\$25.37</b>	<b>\$25.88</b>	<b>\$26.40</b>
<b>Senior Parks Attendant</b>	<b>\$27.29</b>	<b>\$27.84</b>	<b>\$28.40</b>
<b>Garage Mechanic - Public Works</b>	<b>\$28.91</b>	<b>\$29.49</b>	<b>\$30.08</b>
<b>Sub-Foreman</b>	<b>\$32.02</b>	<b>\$32.66</b>	<b>\$33.31</b>
<b>Senior Garage Mechanic - Public Works</b>			
1 ticket	<b>\$32.69</b>	<b>\$33.34</b>	<b>\$34.01</b>
2 tickets	<b>\$36.00</b>	<b>\$36.72</b>	<b>\$37.45</b>
<b>Maintenance Mechanic - Utility Dept.</b>	<b>\$31.13</b>	<b>\$31.75</b>	<b>\$32.39</b>
<b>Maintenance Mechanic Utility Dept. (PIO)</b>	<b>\$32.69</b>	<b>\$33.34</b>	<b>\$34.01</b>
<b>Asst. Maintenance. Mechanic - Utility Dept.</b>	<b>\$28.50</b>	<b>\$29.07</b>	<b>\$29.65</b>
<b>Utilities Operator</b>			
3rd Class or Better	<b>\$29.80</b>	<b>\$30.40</b>	<b>\$31.01</b>
4th Class or Better	<b>\$29.06</b>	<b>\$29.64</b>	<b>\$30.23</b>
5th Class or Better	<b>\$28.19</b>	<b>\$28.76</b>	<b>\$29.33</b>
Lesser Qualifications	<b>\$27.76</b>	<b>\$28.32</b>	<b>\$28.89</b>
<b>Parking Enforcement Officer</b>	<b>\$20.95</b>	<b>\$21.37</b>	<b>\$21.80</b>
<b>Parking Meter Attendant</b>	<b>\$25.84</b>	<b>\$26.35</b>	<b>\$26.88</b>
<b>Storeman (160 hours)</b>	<b>\$4,625.09</b>	<b>\$4,717.59</b>	<b>\$4,811.94</b>
Hourly (160 hours)	<b>\$26.68</b>	<b>\$27.22</b>	<b>\$27.76</b>
<b>Treatment Plants Operator</b>	<b>\$30.37</b>	<b>\$30.98</b>	<b>\$31.60</b>

	Feb.1/17	Feb.1/18	Feb.1/19
<b>CLASSIFICATION</b>			
<b>Whitney Forum Operator</b>			
without both 5th Class Power Engineer and Refrigeration Operator's Certificate	\$27.27	\$27.82	\$28.38
with one of 5th Class Power Engineer and Refrigeration Operator's Certificate	\$27.78	\$28.34	\$28.91
with both 5th Class Power Engineer and Refrigeration Operator's Certificate	\$28.33	\$28.90	\$29.48
<b>Equipment Operator</b>			
Level 5	\$30.33	\$30.94	\$31.56
Level 4	\$29.78	\$30.38	\$30.99
Level 3	\$29.25	\$29.84	\$30.44
Level 2	\$28.72	\$29.30	\$29.88
Level 1	\$28.21	\$28.78	\$29.35
<b>Garbage Truck Driver</b>	\$28.21	\$28.78	\$29.35
<b>Garbage Truck Runner</b>	\$25.84	\$26.36	\$26.89
<b>Animal Control Officer-Relief Storekeeper</b>			
Trainee (Level I - lesser qualifications)	\$28.09	\$28.65	\$29.23
Trainee (Level II)	\$29.49	\$30.08	\$30.68
Fully Qualified	\$30.90	\$31.52	\$32.15
<b>By Law Enforcement Officer</b>			
Year 1 (160 hours)	\$4,304.53	\$4,390.62	\$4,478.44
Hourly	\$24.83	\$25.33	\$25.84
Year 2 (160 hours)	\$4,536.58	\$4,627.31	\$4,719.86
Hourly	\$26.17	\$26.70	\$27.23
<b>Parks Maintenance Coordinator</b>	\$25.84	\$26.36	\$26.89

**APPENDIX "A" (continued)****TO AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES –  
FLIN FLON LOCAL 228****SCHEDULE OF WAGES****LEAD HANDS CHART – Hourly rates**

	<b>Feb. 1 /17</b>	<b>Feb. 1 /18</b>	<b>Feb. 1/19</b>
<b>CLASSIFICATION</b>			
Lead Hands Chart (Hourly rates)			
Year I	<b>\$28.97</b>	<b>\$29.55</b>	<b>\$30.14</b>
Year II	<b>\$29.46</b>	<b>\$30.05</b>	<b>\$30.65</b>
Year III and following	<b>\$30.16</b>	<b>\$30.76</b>	<b>\$31.38</b>

The City will establish for each summer season (May 1 to August 31) a pool of four (4) lead hands from among permanent full-time Public Works employees. These positions will be filled in accordance with Article 1802, with posting in February and selection by no later than the end of April. The lead hands are responsible for training, supervision and productivity of workers on projects where they are functioning as lead hands. While actually serving as Lead Hand as described above, each of these employees will receive one dollar (\$1.00) per hour above his/her normal rate as a lead hand premium. When not actually serving as Lead Hand, each pool member will revert to his/her previous position or equivalent, and will receive fifty cents (\$0.50) per hour for each hour worked during that summer season (May 1 to August 31). This season can be extended beyond August 31<sup>st</sup> at the discretion of the City, and the pool remains in place for the balance of the extended season.

The Parties agree that a committee composed of the Office Manager and the Storekeeper shall determine the requisite skills appropriate for each Relief Storekeeper Trainee classification level. The same committee shall determine which classification level shall be applied to a particular individual.

**APPENDIX "A" (continued)**

TO AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES –  
FLIN FLON LOCAL 228

**SCHEDULE OF WAGES**

	Feb 1 /17	Feb 1 /18	Feb 1/19
<b>CLASSIFICATION</b>			
<b>Custodian (2) Permanent</b>	<b>\$27.29</b>	<b>\$27.84</b>	<b>\$28.40</b>
<b>Custodian (3) 5th Class</b>			
<b>Custodian (4) 4th Class</b>			
<b>Handyman</b>	<b>\$27.65</b>	<b>\$28.21</b>	<b>\$28.77</b>
<b>WHITNEY FORUM</b>			
<b>Handyman</b>	<b>\$26.13</b>	<b>\$26.66</b>	<b>\$27.18</b>
<b>Foreman</b>	<b>\$27.65</b>	<b>\$28.21</b>	<b>\$28.76</b>
<b>AQUA CENTRE</b>			
<b>Head Instructor/Guard</b>			
<b>Start</b>	<b>\$21.60</b>	<b>\$22.04</b>	<b>\$22.47</b>
<b>After 455 hours</b>	<b>\$22.58</b>	<b>\$23.03</b>	<b>\$23.49</b>
<b>Instructor/Guard</b>			
<b>Start</b>	<b>\$20.23</b>	<b>\$20.63</b>	<b>\$21.04</b>
<b>After 455 Hours</b>	<b>\$20.78</b>	<b>\$21.19</b>	<b>\$21.62</b>
<b>Lead/Guard</b>			
<b>Start</b>	<b>\$19.38</b>	<b>\$19.77</b>	<b>\$20.17</b>
<b>After 455 Hours</b>	<b>\$20.05</b>	<b>\$20.45</b>	<b>\$20.86</b>
<b>Senior Cashier</b>	<b>\$24.80</b>	<b>\$25.29</b>	<b>\$25.81</b>
<b>Cashier</b>			
<b>Start</b>	<b>\$19.65</b>	<b>\$20.04</b>	<b>\$20.44</b>
<b>After 455 Hours</b>	<b>\$20.45</b>	<b>\$20.86</b>	<b>\$21.28</b>
<b>Custodian</b>			
<b>Start</b>	<b>\$19.65</b>	<b>\$20.04</b>	<b>\$20.44</b>
<b>After 455 Hours</b>	<b>\$20.45</b>	<b>\$20.86</b>	<b>\$21.28</b>
<b>Custodian Assistant</b>	<b>\$19.25</b>	<b>\$19.63</b>	<b>\$20.03</b>

In the position of Head Instructor/Guard and Instructor/Guard, employees holding a National Life Guard Certificate shall receive an additional one dollar (\$1.00) per hour.

AQUA CENTRE EMPLOYEES

All employees starting in a new position start at a lower range for a three (3) month trial period of full-time (35 hour/week) or four hundred and fifty-five (455) hours. After satisfactory completion of three watermark (3) month trial period then they rise to the top of the bracket.

Employees starting in a new position of Instructor/Guard or Head Instructor/Guard shall rise to the top bracket once they have accumulated four hundred and fifty-five (455) hours in the position of Instructor or higher since their last hire date.

**APPENDIX "A" (continued)**  
**TO AGREEMENT WITH CANADIAN UNION OF PUBLIC EMPLOYEES –**  
**FLIN FLON LOCAL 228**

**SCHEDULE OF WAGES**

**SCHEDULE OF SALARIES FOR OFFICE EMPLOYEES - MONTHLY**

	Feb 1 /17	Feb 1 /18	Feb 1/19
<b>CLASSIFICATION</b>			
<b>Trainee I</b> (150 hours)	<b>\$3,886.84</b>	<b>\$3,964.58</b>	<b>\$4,043.87</b>
Hourly	<b>\$23.92</b>	<b>\$24.40</b>	<b>\$24.89</b>
(New employees, no previous experience.) Remain in this position for 3 months.			
<b>Trainee II</b> (150 hours)	<b>\$4,115.58</b>	<b>\$4,197.89</b>	<b>\$4,281.85</b>
Hourly	<b>\$25.33</b>	<b>\$25.84</b>	<b>\$26.36</b>
(May be new employee, with 1-2 years previous experience.)			
Remain in this position for 9 months.			
<b>General Office Clerk I</b> (150 hours)	<b>\$4,304.53</b>	<b>\$4,390.62</b>	<b>\$4,478.44</b>
Hourly	<b>\$26.49</b>	<b>\$27.02</b>	<b>\$27.56</b>
(May be a new employee, with 2 or more years' previous experience.)			
<b>Remain in this position 1 year.</b>			
<b>General Office Clerk II</b> (150 hours)	<b>\$4,536.58</b>	<b>\$4,627.31</b>	<b>\$4,719.86</b>
Hourly	<b>\$27.92</b>	<b>\$28.48</b>	<b>\$29.05</b>
<b>Accountant</b> (150 hours)	<b>\$4,783.55</b>	<b>\$4,879.22</b>	<b>\$4,976.80</b>
Hourly	<b>\$29.44</b>	<b>\$30.03</b>	<b>\$30.63</b>
<b>Bookkeeper</b> (150 hours)	<b>\$4,601.22</b>	<b>\$4,693.24</b>	<b>\$4,787.11</b>
Hourly	<b>\$28.32</b>	<b>\$28.88</b>	<b>\$29.47</b>
<b>Senior Administrative Clerk</b> (150 hours)	<b>\$5,260.91</b>	<b>\$5,366.12</b>	<b>\$5,473.45</b>
Hourly	<b>\$32.37</b>	<b>\$33.02</b>	<b>\$33.68</b>

1. All office clerks who qualify beyond General Office Clerk I will serve in General Office Clerk II.
2. Diploma from a recognized Business College shall be a requirement for employment for all new employees, however, if the City hires an employee without a diploma, s/he shall be entitled to the same remuneration and condition as all other employees.
3. Credit for previous experience in comparable employment elsewhere shall be given as follows:  
  
Less than one (1) years' experience – no credit  
One (1) – two (2) years' experience – six (6) months' credit  
Two (2) or more years' experience – one (1) year's credit
4. Previous experience shall mean experience gained during the five (5) year period immediately preceding hiring by the City.
5. Previous experience shall be reduced by six (6) months for each year of employment, or major portion thereof, immediately preceding hiring by the City.

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

**AND**

**THE CITY OF FLIN FLON**

**RE: HEALTH CARE SPENDING ACCOUNT**

The parties agree that commencing February 1, 2009, eligible full-time retirees who retire on that date or later will be entitled to a Health Care Spending Account from the City up to one thousand two hundred dollars (\$1200) per year, subject to the following conditions:

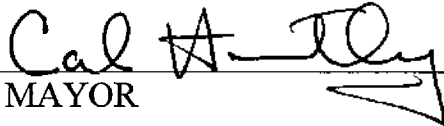
1. To be eligible, the retiree must have been employed by the City of Flin Flon in the CUPE bargaining unit as of February 1, 2009, and must at the point of retirement have a combination of age and years of service of at least eighty (80).
2. Eligibility ends with the death of the employee.
3. The Health Care Spending Account will be a reimbursement of either the premium cost of insured benefits (identified below as the “applicable benefits”), or the actual cost to the uninsured retiree of those applicable benefits subject to the annual maximum of one thousand two hundred dollars (\$1200). Any amount spent in a year less than, one thousand two hundred dollars (\$1200) is not available for claims in future years.

Employees are to submit their claim from the previous year by January 31<sup>st</sup>, and will receive reimbursement by no later than February 28<sup>th</sup>. There will just be four (4) payments per year. Any benefit provided from any other insurance or other source will not be eligible for the Health Care Spending Account, i.e., the City of Flin Flon will be the last payer.

4. Retirees can claim for reimbursement of eligible medical expenses. An eligible expense would be:
- a) a deductible medical expense on your income tax return, as outlined in the Income Tax Act regulations and CRA's interpretation bulletins; and
  - b) an item for which you are not receiving benefits coverage under a provincial health insurance plan or under your group benefit plan or your spouse's group benefit plan. (This means you can be reimbursed for the amount of the deductible, the percentage not covered by the group benefit plan, or the amount in excess of group benefit plan maximums).

Dated this 19 day of January, 2018.


THE MUNICIPAL  
CORPORATION OF THE CITY OF  
FLIN FLON

  
MAYOR

  
MUNICIPAL ADMINISTRATOR

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228

  
PRESIDENT

  
SECRETARY

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

**AND**

**THE CITY OF FLIN FLON**

**RE: STATEMENT OF AVAILABILITY FOR RELIEF WORK AT THE  
WASTEWATER TREATMENT PLANT RE: ARTICLE 2006**

I \_\_\_\_\_, am willing to be available for relief work as Operator at the Wastewater Treatment plant upon request, provided reasonable notice is given by the Employer, of the shift, or shifts or particular hours in question.

Except in cases of unanticipated sickness or other emergency, a minimum of forty-eight (48) hours' notice shall be considered reasonable.

In consideration of this Statement of Availability being given, I will receive, as long as this statement remains active, the extra pay provided for under the Collective Agreement.

Should I wish to retract this Statement and no longer remain available for Wastewater Treatment Plant operation on a relief basis, I understand and acknowledge that I must give a minimum of two (2) weeks' notice of my intention to so retract this statement to the Employer. I also understand that after such retraction, I will cease to be eligible for the extra pay.

Should the Employer have more staff in place under the terms of this Letter of Understanding than it requires, the Employer will provide two (2) weeks' notice of removal from relief list, to the employee with the fewest hours as a WWTP relief.

Signatures

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

**AND**

**THE CITY OF FLIN FLON**

**RE: PARKS MAINTENANCE COORDINATOR**  
**TRANSITIONAL AGREEMENT**

**Without Prejudice or Precedent**

Effective Thursday September 30, 2010, the employee currently holding the position will be included in the bargaining unit, as the Parks Maintenance Coordinator, on a full-time basis.

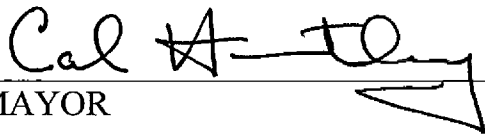
Should the employee not have the grade 12 requirement, he will be paid at the Labourer I rate until he passes his GED, upon which time he will move to the Labourer II rate.

Any hours worked as a casual employee in the bargaining unit prior to this date, will be calculated for the purposes of seniority. No hours worked outside of the bargaining unit will be used.

Vacation entitlement earned outside of the bargaining unit will be red circled, until the in-scope vacation entitlement eventually catches up to the same value, at which point he will move permanently to the in-scope scale.


Dated this 19 day of January, 2018.


THE MUNICIPAL CORPORATION  
OF THE CITY OF FLIN FLON

  
MAYOR

  
MUNICIPAL ADMINISTRATOR

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228

  
PRESIDENT

  
SECRETARY

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

**AND**

**THE CITY OF FLIN FLON**

**RE: CLARIFICATION OF ARTICLE 1206**

- (a) During the lifetime of this agreement each permanent employee who completes three (3) years of continuous service since the date of his most recent hiring or since the date he last became entitled to a special vacation with pay under the previous Collective Agreement between the City and the Union, whichever is later, shall become entitled, to three (3) weeks of special vacation with pay.

Those Employees who work in permanent positions with part-time hours, during a three-year period, will have their Special Vacations pro-rated as per the following formula:

Paid Hours (in a three-year qualifying period)/6,240 x 120 hours (for positions that would be full-time at 40 hours per week); and

Paid Hours (in a three-year qualifying period)/5,850 x 112.5 hours (for positions that would be full-time at 37.50 hours per week).

No greater number than 6,240 hours (for positions that would be full-time at 40 hours per week) or 5,850 hours (for positions that would be full-time at 37.50 hours per week) may be entered as paid hours. Overtime hours accrued while working in a permanent capacity shall not be counted as paid hours for the purpose of this calculation.

- (b) Full-time Permanent Employees will have their three (3) weeks of Special Vacation computed upon:

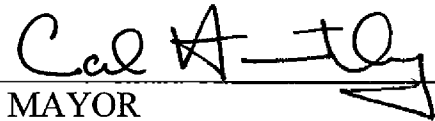
Clerical – 37.50 hours per week

All Other Full-Time Unionized positions – 40 hours per week.

This will be done at the rate of pay to which the Employee is regularly entitled to at the time he/she takes the Special Vacation. In instances where a permanent Employee, working part-time hours, obtains a full-time position with the City of Flin Flon, their Special Vacation will be pro-rated to the date of their full-time status. If the amount of days at that point do not equal three (3) weeks of Special Vacation based upon their working hours per week, the Employee will have to work until they accrue the full allotment of time, before using any of their Special Vacation.

Dated this 19 day of January, 2018.

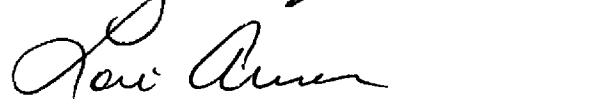
THE MUNICIPAL CORPORATION  
OF THE CITY OF FLIN FLON

  
MAYOR

  
MUNICIPAL ADMINISTRATOR

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228

  
PRESIDENT

  
SECRETARY

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

**AND**

**THE CITY OF FLIN FLON**

**RE: PRESENT INCUMBENT - UTILITIES OPERATOR**

**Present incumbent only for Utilities Operator to be paid Plant Operator rate.**

**Current Utilities Operator, Michelle Flick, is understood to be grandfathered at current Utilities Operator rate (including all general wage increases) with no expectation of doing the Water and Wastewater treatment duties.**

**If she later decides to begin those duties, she will move to the new classification.**

**THE MUNICIPAL  
CORPORATION OF THE CITY  
OF FLIN FLON**

  
MAYOR

  
MUNICIPAL ADMINISTRATOR

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228**

 19/01/18  
PRESIDENT

 2018-01-19  
SECRETARY

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

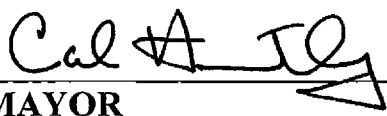
**AND**

**THE CITY OF FLIN FLON**

**RE: PRESENT INCUMBENT – GARBAGE TRUCK RUNNER**

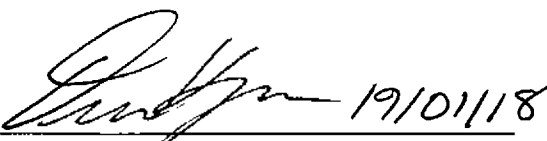
**Present incumbent only, for Garbage Truck Runner, to be paid Labourer III rate.**

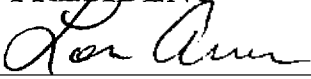
**THE MUNICIPAL  
CORPORATION OF THE CITY  
OF FLIN FLON**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**MUNICIPAL ADMINISTRATOR**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228**

 19/01/18  
\_\_\_\_\_  
**PRESIDENT**

 2018-01-19  
\_\_\_\_\_  
**SECRETARY**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 228**

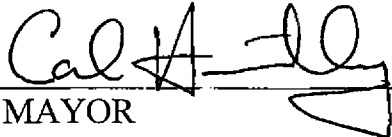
**AND**

**THE CITY OF FLIN FLON**

**RE: PROVISIONS OF ARTICLE 1916**


**The provisions of Article 1916 will not apply to Scott Kosolowski, as relates to Water and Waste Water Training.**

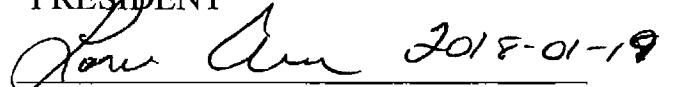
THE MUNICIPAL  
CORPORATION OF THE CITY OF  
FLIN FLON

  
MAYOR

  
MUNICIPAL ADMINISTRATOR

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 228

  
PRESIDENT

  
SECRETARY