



COLLECTIVE AGREEMENT

- BETWEEN -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 745**
(hereinafter called the "Union" of the First Part)

- AND -

RURAL MUNICIPALITY OF KELSEY
(hereinafter called the "Employer" of the Second Part)



TERM OF AGREEMENT:

FEBRUARY 1, 2018 TO JANUARY 31, 2022

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE	1
ARTICLE 2 - MANAGEMENT RIGHTS	1
ARTICLE 3 - SCOPE AND RECOGNITION	1
ARTICLE 4 - CHECK-OFF OF UNION DUES	3
ARTICLE 5 - DEFINITIONS	4
ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE	5
ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS.....	6
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE.....	7
ARTICLE 9 - DISCIPLINE AND DISMISSAL	9
ARTICLE 10 - RESIGNATIONS.....	11
ARTICLE 11 - SENIORITY.....	12
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES	14
ARTICLE 13 - LAY OFFS AND RECALLS	15
ARTICLE 14 - HOURS OF WORK.....	15
ARTICLE 15 - OVERTIME	17
ARTICLE 16 - PAID HOLIDAYS.....	18
ARTICLE 17 - VACATIONS.....	19
ARTICLE 18 - SICK LEAVE	20
ARTICLE 19 - LEAVES OF ABSENCE.....	21
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....	24
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION.....	29
ARTICLE 22 - EMPLOYEE BENEFITS.....	29
ARTICLE 23 - SEVERANCE PAY	30
ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCE.....	30
ARTICLE 25 - GENERAL CONDITIONS	31
ARTICLE 26 - GENERAL	31
ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT	32
APPENDIX "A" - WAGES	34
EMPLOYEES WAGE SCALES	35
LETTER OF UNDERSTANDING.....	38
RE: SICK ACCRUAL CAP	38
LETTER OF UNDERSTANDING.....	39
RE: PUBLIC WORKS SUPERVISOR.....	39
LETTER OF UNDERSTANDING.....	40
RE: SCHEDULING CHANGES	40
LETTER OF UNDERSTANDING.....	41
RE: STUDENT RATE IN CRANBERRY-PORTAGE.....	41

ARTICLE 1 - PREAMBLE

1.01 The general purpose of this Collective Agreement is to maintain harmonious relations between the Employer and its employees; to recognize the mutual value of joint discussion and negotiation; to provide a mechanism for prompt and equitable disposition of grievances; to promote efficient and conscientious service to the public; to promote the morale, well-being, security, safety, and efficiency of all employees, and to establish working conditions, hours and wages for all employees who are subject to the provisions of this Collective Agreement.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Except as expressly provided in this Collective Agreement, it is acknowledged that the Employer retains all management rights, including but not restricted to the right, responsibility and authority to manage, operate and regulate the Municipality and its affairs, functions and employees.

2.02 The Employer acknowledges their obligation in administering the Collective Agreement, to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees in the bargaining unit certified by the Manitoba Labour Board Certificate No. MLB-5721 which reads:

“All employees of the Rural Municipality of Kelsey in Manitoba except those excluded by the Act.”

- 3.02 The Employer agrees that it will not contract out work if doing so would reduce the number of employees or positions in the bargaining unit or reduce the normal hours of work of any member of the bargaining unit who would otherwise have been employed.
- 3.03 The Union agrees that there shall be no solicitation of members on the premises of the Employer during working hours except as permitted by this Agreement.
- 3.04 It is understood and agreed that no meetings of the Union or its members will be held on the premises of the Employer at any time without prior approval of the Employer.
- 3.05 The Union shall have the right to have assistance of a Representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.
- 3.06 In those instances where the Union wishes to conduct business with an employee (CUPE member) on or within the Employer's premises, the Union must first report to the CAO or designate and obtain authorization to conduct such business. Upon obtaining appropriate authorization, such business shall be:
- (a) held at times as shall minimize interference with the Employer's operation;
 - (b) held whenever possible during the employee's allocated lunch and/or coffee breaks. However, when this is not practical:
 - (c) held during the employee's working hours. Business/meetings held during working hours shall normally not exceed ten (10) minutes duration, unless otherwise approved by the CAO or designate. Such access shall not be unreasonably denied.
- 3.07 The Union shall notify the Chief Administrative Officer in writing, of the names of their Officers and Stewards.
- 3.08 Should a dispute arise concerning whether a particular person or position comes within the bargaining unit covered by this Agreement, the matter may be submitted by either Party to the Manitoba Labour Board for decision.

- 3.09 The Union will provide the Employer with copies of this Agreement to enable the Employer to provide a copy of the Agreement to each new employee on or before the employee's commencement of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer agrees that it will deduct from the wages payable to any employee covered by the Collective Agreement the membership dues and assessments payable by the employee to the Union.
- 4.02 In consideration of the Employer making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off of Union dues provided for in Clause 4.01.
- 4.03 Deductions shall be made from the payroll period at the end of the month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month following accompanied by a list of the names of all employees from whose wages the deductions have been made. Amounts so deducted will be reported annually on the employees' income tax slips.
- 4.04 The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) days prior to the expected change.
- 4.05 The Union shall give the Employer seven (7) calendar days' notice prior to the employees going out on strike.
- 4.06 The Employer shall give the Union seven (7) calendar days' notice prior to locking out the employees.

ARTICLE 5 - DEFINITIONS

5.01 Interpretation

The masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular, where required.

5.02 “Employer” means the Rural Municipality of Kelsey as represented by the Chief Administrative Officer or designate.

5.03 A “steward” means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement.

5.04 A “full-time” employee is one who works a minimum of thirty-six and one-quarter (36 ¼) hours per week.

5.05 A “part-time” employee is one who works on a regular and recurring basis but works less than thirty-six and one-quarter (36 ¼) hours per week.

5.06 A “term” employee is one who works full-time or part-time, but the duration of the employment is limited to a specific number of weeks or months, but such term of employment will not exceed twelve (12) months unless agreed to by the parties.

5.07 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, they are expected to attend.
Casual employees accumulate no seniority.

5.08 Student Labourer is an employee of the RM who is hired for limited term work between the months of April to September and is not hired to replace any work done by permanent, part time, casual or term employees.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 Establishment of Committee

There shall be a Labour Management Liaison Committee consisting of up to two (2) representatives of the Employer, and up to two (2) representatives of the Union, who shall be employees of the Employer, whose purpose shall be to discuss and recommend actions on matters of joint concern. Either party may request a meeting under this Article.

6.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Improving and extending services to the public.
- (b) Promoting safety and sanitary practices.
- (c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (d) To deal with health and safety issues.

6.03 Meetings of Committee

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

6.04 Chairperson of the Meeting

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

6.05 Minutes of Meeting

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

6.06 Jurisdiction of Committee

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

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

ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on a condition of employment that is in conflict with this Agreement.

7.02 Meeting of Committee

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

7.03 A union bargaining Committee shall be elected or appointed and shall consist of not more than two (2) members of the Union Local, as well as the assistance the National Representative if so chosen by the Union. The Union will advise the Employer of the Union members of the Committee.

7.04 Time Off for Meeting

Any representative of the Union or the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours without loss of remuneration. Travel expenses to either The Pas or Cranberry Portage will be provided.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

8.03 Grievances shall be proceeded with as follows:

Step 1

An employee shall, within fourteen (14) working days of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the Chief Administrative Officer or designate. The employee is entitled to be accompanied by an elected officer of the Local. If the matter is not resolved, the grievance may proceed to Step 2.

Step 2

The Union Representative and the grievor shall meet within fourteen (14) working days with the Reeve or designated Council Representative to discuss the grievance. Should no settlement be reached within that time period, the grievance shall proceed to Step 3.

Step 3

The Union may within fourteen (14) working days, present a written grievance to the Municipal Council, which shall be dealt with at the next regular Council meeting. In the case of a grievance arising from the dismissal or suspension in excess of two (2) working days of an

employee, the grievance shall be dealt with by the Municipal Council at the earlier of its next regular Council meeting, or within fourteen (14) working days. At this meeting, every reasonable effort shall be made by both parties to resolve the grievance.

- 8.04 If a final settlement of the grievance is not reached under Step 3, the grievance may, at any time within thirty (30) calendar days, be referred by either party to a single arbitrator who shall be chosen in rotation from the following list:
- (a) Kris Gibson
 - (b) Robin Kersey
 - (c) John Korpesho
- 8.05 If any of the above arbitrators should be unable, unwilling or disqualified from serving in any particular grievance, the next arbitrator in order from the above list shall be appointed for that matter.
- 8.06 If any of the above arbitrators have been requested to act as arbitrator when the grievance is withdrawn or resolved by the parties, they will be requested to act as arbitrator on the next arbitration.
- 8.07 The Arbitrator shall render a decision within thirty (30) calendar days from the last day of the hearing or such other time as may be reasonable in the circumstance.
- 8.08 The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 8.09 The Arbitrator's expenses shall be done one-half (½) by the Employer and one-half (½) by the Union.
- 8.10 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- 8.11 The time limits fixed in the above grievance and arbitration procedure may be extended by the mutual consent of the parties to this Agreement.

- 8.12 The Union may initiate a grievance of a general nature and the Employer may initiate a grievance against the Union or any of the employees of the Employer covered by the Collective Agreement within fourteen (14) working days of the event or occurrence giving rise to the grievance. If such grievance is not settled to the satisfaction of the grieving party, it may be referred to arbitration in the same manner as the grievance of an employee.

ARTICLE 9 - DISCIPLINE AND DISMISSAL

- 9.01 The Employer shall not discipline or dismiss any employee except for just cause.
- 9.02 During the probationary period, the employee shall be entitled to all rights and privileges of this agreement except in respect to discharge. A probationary employee may be discharged if the Employer considers that probationary employee to be generally unsuitable for the position, providing that all reasonable measures including discussion, coaching, additional training, or corrective discipline as appropriate have been undertaken to address the concerns regarding the unsuitability, unless such issues merit immediate termination. The Probationary employee shall retain the right to grievance for discharge, in cases of arbitrary, discriminatory, or bad faith discharge.
- 9.03 The Employer and the Union adopt the principle of progressive discipline. Depending upon the circumstances the following steps may normally be followed where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause. They may:
- (a) provide coaching or instruction to correct a problem;
 - (b) verbally reprimand the employee;
 - (c) in writing reprimand, the employee;
 - (d) suspend the employee with or without pay;
 - (e) recommend dismissal of the employee to the Chief Administrative Officer or designate.

It is understood that the goal and intent of discipline is corrective in nature. Progressive Discipline steps may be repeated or skipped as appropriate, and that all discipline shall, at all times, be administered

at the lowest reasonable level to correct the issue at hand. Therefore, except in extreme cases, discipline or discharge for cause shall be proceeded by a documented record of counselling, warnings (oral, then written) and suspensions.

- 9.04 Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward or CUPE Staff Representative to be present at the interview.
- 9.05 When an employee is disciplined in writing, or an employee other than a probationary employee is dismissed, the Employer shall within seven (7) calendar days supply written reasons to the employee with a copy to be submitted to the Union. Should the employee be on any leave of absence when the matter comes to the Employer's attention, any such meeting shall be held within five (5) days of the employee's return to the workplace.
- 9.06 An employee shall have the right at a time mutually convenient to the Employer and the employee to have access to and review their personnel record. No evidence from an employee's file of which the employee had not previously been made aware of, may be introduced as evidence in an arbitration hearing or otherwise used by the employer for the purposes of progressive discipline.
- 9.07 No employee shall be penalized twice for the same incident.
- 9.08 Prior to any meeting taking place, an employee shall be notified in advance of the purpose of the meeting, the general details and nature of the concern, as well as of the employee's right to Union representation. Such representation shall be offered for any meetings which are disciplinary in nature, or which may lead to disciplinary action taking place.
Failure to provide such notification, or to allow such representation to take place, shall result in such meeting being considered null and void. Any statements made or actions transpiring shall not be valid and shall not be used against the employee.

Should such representation be waived, and in the due course of the meeting, the employee feels they wish to now have representation present, the meeting shall be stopped, and representation obtained.

All meetings which may reasonably be considered to possibly result in termination shall have a Union officer present.

- 9.09 Failure to grieve previous discipline or to pursue such grievance or arbitration shall not be considered as admission that such discipline was justified.
- 9.10 If an employee feels that they have been unjustly suspended or discharged, they shall have the right to initiate their grievance at Step 2 of the Grievance Procedure.
- 9.11 The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 9.12 The Employer shall maintain only one (1) personnel file for each employee consisting of all documentation and records of the employee's employment history with the Employer.
- 9.13 Any meetings to discuss Employer concerns or issues as relating to an employee shall be held as soon as is possible to do so, and in any case, no later than seven (7) calendar days of such issue coming to the Employer's attention. Any delay in proceeding in a timely fashion shall be considered as a determination that any disciplinary action resulting from the concern shall not be undertaken.
Should the employee be on any leave of absence when the matter comes to the Employer's attention, any such meeting shall be held within five (5) days of the employees return to the workplace.

ARTICLE 10 - RESIGNATIONS

- 10.01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform their regular duties.

- 10.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs their regular duties.
- 10.03 An employee shall wherever possible give notice of resignation at least fourteen (14) calendar days prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required fourteen (14) calendar days may be given with the approval of the Employer. Failure to provide such notice may result in an unsatisfactory letter of reference being offered by the Employer.
- 10.04 The employee may rescind the resignation within forty-eight (48) hours of delivering the resignation to the Employer, or by the business day following as closely as possible after that time frame.

ARTICLE 11 - SENIORITY

- 11.01 An employee's bargaining unit seniority shall be established on completion of a probationary period and will be effective from the date of last hire.
- (a) Seniority is defined as the length of service in the bargaining unit for full time and part time employees. Seniority shall be used in determining preference or priority for promotion, transfer, vacation selection, layoff and recall, permanent reduction in the workforce, and any other applicable articles, as set out in other provisions of this Agreement.
- (b) Seniority shall continue to accrue during any period of illness, accident, maternity, paternity, adoption leave, or union leave.
- 11.02 The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on February 28th of each year and shall include service up to and including December 31st of the prior year. Seniority of the employee will be established after completion of the probationary period but will be effective from the first day of service.

11.03 An employee's bargaining unit seniority shall be established on completion of a probationary period and will be effective from the last date of hire.

The probationary period shall be as follows:

- (a) Full-Time employee – one hundred and eighty (180) calendar days
- (b) Part-Time employee – the earlier completion of either one hundred thirty (130) working days, two hundred and forty (240) calendar days, whichever is lesser.

The employer, at its discretion, may discharge any probationary employee within the above time limits in accordance with Article 9.02.

Should the Employer deem an extension necessary for performance, attendance, or other justifiable reasons, an employee's probationary period may be extended for a period determined by mutual agreement between the Employer and the Union.

Employer requested extensions shall not be unreasonably denied.

The employer shall provide each probationary employee with a written evaluation of their performance mid-way in their probationary period and shall raise any concerns noted in the appropriate manner as soon as they arise, to allow the probationary employee the full opportunity to improve if required.

11.04 Loss of Seniority

- a) An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, maternity, paternity, parental and adoption leave, or leave of absence approved by the Employer.
- b) An employee shall only lose their seniority in the event:
 - i) They are discharged for just cause and is not reinstated.
 - ii) They resign in writing and does not withdraw such resignation in accordance with Article 10.04.

- iii) They fail to return to work within fourteen (14) calendar days following a recall and after receiving notice by priority post to do so, unless through a sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer fourteen (14) calendar day's notice of termination to accept the recall.
- iv) They have been on layoff continually for three hundred and sixty-five (365) calendar days.
- v) They are a term employee who has not worked in the previous three hundred and sixty-five (365) calendar days.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

Promotions and staff change for any position within the Collective Agreement shall be made from the permanent employees of the Employer provided that the applicant has the necessary qualifications and seniority. Where a permanent employee is deemed not to have the necessary qualifications or where none have applied for a posted position, term and casual employees shall be considered, prior to external hiring, on the basis of their qualifications and seniority. The Employer shall post on all bulletin boards a notice indicating the name of the successful applicant and when the vacancy is filled.

12.02 Posting Procedure

When a vacancy of a temporary or permanent nature occurs, and the Employer deems it necessary to fill such vacancy, or when a new position is created within the bargaining unit, the Employer shall post such notices internally, externally and on all bulletin boards within a week of such vacancy or new position for a minimum of seven (7) calendar days except where Statutory Holidays apply such posting period shall be extended accordingly so that all members shall know of said vacancy or new position. Applicants will be allowed to apply up to the closing time of the normal working day of the Employer.

Internal applications shall be fully processed, prior to the consideration of external applications.

12.03 Information in Postings

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

ARTICLE 13 - LAY OFFS AND RECALLS

13.01 A lay off shall be defined as a reduction in the workforce or a permanent reduction in the regular hours of work as defined in this Agreement. In the event of a lay off, employees shall be laid off in the reverse order of their seniority, provided the remaining employees meet the qualifications of the position.

13.02 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority provided they meet the qualifications of the position.

13.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall provided they meet the minimum qualifications of the position.

ARTICLE 14 - HOURS OF WORK

14.01 The normal hours of work for all full-time employees shall be up to eight (8) hours per day and forty (40) hours a week, with a maximum unpaid period of one (1) hour for lunch.

14.02 An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes for every four (4) hours worked.

14.03 No employee shall be scheduled to work a shift with more than a one (1) hour unpaid meal period between the first part of the day and the second part of the day.

14.04 An employee who is required to maintain checks at the water treatment plant on a Saturday and Sunday shall be paid for two (2) hours on each of the above days. In lieu of overtime, the employee shall work no more than four (4) hours on the Friday immediately preceding the week end. Such employees shall receive every second (2nd) week end off duty.
This shall apply only to those employed in Cranberry Portage.

14.05 A flexible work schedule shall be in effect for the grader operator, with a minimum guarantee of one thousand seven hundred (1700) hours per year.

14.06 All time worked by the grader operator on any statutory holiday shall be credited to them as double (2x) hours worked toward their guaranteed hours.

14.07 Flex Time

A "flex-time" approach to daily work is recognized as sometimes necessary or desirable to complete tasks while allowing flexibility. Employees and the Employer may establish flexible work hours, which are to be recorded in a format designed and approved by the immediate supervisor or designate.

Conditions of flex-time shall be:

- a) Mutual agreement between the employee and Employer;
- b) the revised schedule would cause no undue disruption at work.

ARTICLE 15 - OVERTIME15.01 **Overtime Defined**

Overtime work shall be offered first to permanent employees, based on greater seniority with first preference given to the senior employee who normally performs the work. Employees shall have the right to refuse overtime.

15.02 Employees shall have the right to refuse or decline overtime, except in cases of essential service emergency where life or limb may be jeopardized, or where catastrophic damage may be suffered by the Municipality.

15.03 Overtime must be authorized or requested by a supervisory official.

15.04 **Time off in Lieu of Overtime**

Instead of cash payment for overtime an employee may maintain a bank of overtime hours up to a maximum of eighty (80) hours of overtime in the bank at any time.

Any overtime hours worked beyond the maximum hours having been banked, shall be paid out unless otherwise mutually agreed.

Banked hours shall be replenishable, to the bankable maximum, at the discretion of the employee, as overtime is worked.

Such banked time shall be accumulated at the applicable overtime rate, but the time off will be taken at straight time rates. The time off may be taken with annual vacations and shall not be accumulative from one calendar year to the next, unless otherwise mutually agreed. Any such hours not taken by calendar year end shall be paid-out.

It is understood that any request for banked hour utilization shall not be unreasonably denied but is subject to operational requirement.

The yearly banked overtime period shall be considered to be January 1st to December 31st.

ARTICLE 16 - PAID HOLIDAYS

16.01 The Employer recognizes the following paid general holidays:

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

and any other day which is proclaimed or enacted by the Government of Canada, the Province of Manitoba, or the RM of Kelsey.

Provided that where any of the said days fall on a Saturday, the preceding working day shall be observed as the holiday in lieu thereof and where any of the said days fall on a Sunday, the first working day following the holiday shall be observed as the holiday in lieu thereof. Nothing in this subsection shall prohibit the employee and the Employer from altering the date of the observance of any of the above holidays, by mutual agreement.

16.02 An employee is entitled to pay for a holiday on which they do not work, provided:

- (a) They have worked fifteen (15) out of the previous thirty (30) days;
- (b) They did not fail to report for work after having been called to work on the day of the holiday; and
- (c) They did not absent themselves from work without the Employer's consent on either the regular working day immediately preceding or following the holiday, unless their absence is by reason of established illness.

Should any of the above general holidays fall on an employee's day off, a substitute day off, with pay, shall be granted at a mutually agreed upon time seven (7) days prior to or following the general holiday.

16.03 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the statutory holiday.

Should any of the general holidays fall within an employee's authorized leave of absence (including illnesses or Workers Compensation) such employee shall be paid for the general holiday.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

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

Less than one (1) year:	One and one-quarter (1 ¼) days for each month
After one (1) year:	Three (3) weeks
After three (3) years:	Four (4) weeks
After ten (10) years:	Five (5) weeks
After eighteen (18) years:	Six (6) weeks

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

17.03 Unbroken Vacation Period

An employee shall be entitled to receive, if so requested, an unbroken period of a minimum of three (3) weeks' vacation (or less, if so requested) unless mutually agreed upon between the employee and the Employer.

17.04 Carry Over of Holidays

An employee, with the consent of the Employer, shall be entitled to carry over unused holidays from one year to the next.

- 17.05 When scheduling summer vacation, employees shall forward their requests to the CAO by April 30th of each year. All other vacation requests shall be considered as they are received. The Employer shall make every effort to grant the requested vacation period but retains the right to refuse any such request if operationally it is impossible to grant. The Employer shall provide written reasons in the event a request for vacation is denied.
- 17.06 Upon termination of employment, annual vacation owing to the Employer will be deducted from the employee's pay, and annual vacation owing to the employee by the Employer will be added to the employee's pay.
- 17.07 Unless an unexpected situation occurs, the office will be closed between Christmas and New Year's Day, and employees may take their vacation or utilize any banked hours at this time. If the employee has no accumulated vacation or banked time, then that employee will be granted a leave without pay for that period.

ARTICLE 18 - SICK LEAVE

18.01 Amount of Paid Sick Leave

Sick leave shall be earned at the following rates:

- (a) One and one quarter (1 ¼) days per month for an employee who regularly works ten (10) days or more per month;
- (b) All other employees shall be pro rated from article 18.01 a) based on hours worked.

18.02 Accumulation of Sick Leave

Sick leave shall be accumulated to a maximum of one hundred and fifty (150) days.

- 18.03 It is agreed by the parties that earned sick leave entitlement may be used by the employee for doctor's appointments, sickness (personal or family illness/injury) and for travel to and attendance of medical appointments.
- 18.04 Sick Leave During Leave of Absence and Lay Off
- When an employee is laid off on account of lack of work, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such lay off.
- 18.05 Sick Leave Records
- Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.
- 18.06 Where an employee is absent because of illness, they shall notify their immediate Supervisor of the absence due to illness as soon as possible prior to the normal hour of beginning work.
- 18.07 The Employer reserves the right to require that employees on any sick leave over three (3) days or any sick days taken by employees who have an above average level of absenteeism that is of significant concern to the Employer, or where there is a reason to suspect an abuse of sick leave, must, unless there is a justified reason by which such a note is not obtained, produce a doctor's certificate when requested and further that the employee shall have a reasonable amount of time to produce same. Any costs associated with the medical note shall be split 50/50 by the Employer and employee.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Paid Bereavement Leave

An employee shall be granted compassionate leave for a period up to five (5) days without loss of salary in the event of the death of a member of an employee's immediate family.

- 19.02 For purposes of granting compassionate and dangerous illness leave, immediate family is defined as father, father-in-law, mother, mother-in-law, brother, sister, spouse, child or ward of employee, step relatives of the employee, or person who is of equivalent or relative significant impact on the employee's life.
- 19.03 (a) An employee shall be granted compassionate leave up to a maximum of three (3) days, without loss of salary, in the event of the death of the employees grandparent, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle, step relatives of the employee, or person who is of equivalent or relative significant impact on the employee's life.
- (b) Employees shall be granted one-half ($\frac{1}{2}$) day in the event of the death of any other relative or person significant to the employee. This may be granted twice (2x) per year.
- Should an employee require bereavement leave more than twice (2x) per year, for other relatives or significant persons as above, they may choose to use one-half ($\frac{1}{2}$) day sick leave or vacation day per occurrence.
- 19.04 The Employer shall consider, on a case by case basis, an employee's request for an equivalent leave of absence in the event of other close relatives or persons of significant impact on the employee's life or for whom serves the same relative function/impact within the employee's life as those relations listed in the above noted articles. Such requests shall not be unreasonably denied.
- 19.05 One (1) day's leave shall be granted without loss of salary, wages or benefits to attend as a pallbearer.
- 19.06 At the direction of the Chief Administrative Officer, an employee may be granted additional compassionate or special leave as required. Such requests shall be granted whenever possible and shall not be unreasonably denied.

19.07 Parental Leave

An employee shall be entitled to maternity, parental, and adoptive leave in accordance with the *Employment Standards Code* of Manitoba. The Employer shall continue to pay their coverage of all benefits for employees on parental leave.

19.08 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions may, subject to workload and/or replacement personnel being available, be allowed leave of absence with pay and benefits. Leave of absence with pay and with loss of benefits shall be allowed to an employee to attend executive and committee meetings of CUPE. In no instance will there be more than one (1) delegate, and the leave of absence shall not exceed seven (7) working days total for any one (1) year.

The Union shall reimburse the Employer for all wages and benefits paid while the employee attends such conventions or meetings.

19.09 General Leave

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

19.10 Education Leave and Examinations

An employee, who, at the request of the Employer, is required to take a course of study, shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications, with the Employer's consent.

19.11 Personal Leave

An employee shall be entitled to two (2) days of paid personal leave per year.

19.12 Jury Duty

When an employee is required to attend Court for purposes of jury duty, or where pursuant to a subpoena or summons, an employee is required to attend Court in connection with a matter in which they are not otherwise involved, then the Municipality shall grant leave of absence without loss of seniority benefits to such employee and the Municipality shall pay such employee the difference between their normal earnings and the actual monies received for jury service or witness fees upon the employee furnishing to the Municipality proof of such service and verification of the amount received excluding any monies paid to the employee for travelling, meals, or other expenses.

19.13 Court Time on Municipal Business

Time spent by an employee who is subpoenaed or otherwise required to attend court as a witness on behalf of the Municipality, shall be considered as time worked and at the appropriate rate of pay.

19.14 Blood Donation

When an employee, after commencing their shift, is called to give blood for a transfusion and returns to work, they will not suffer any loss of pay for that shift.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 The minimum wages payable to any employee in their respective classification shall be those set forth in Schedule "A" attached hereto and forming part of this Agreement.

20.02 Pay Days

The employer shall be required to keep an up to date system of banked time, sick time, vacation time and bereavement time accumulated, owed, or utilized as applicable, which shall be given to the Municipal Clerk by the Employer on a biweekly basis to process. Such information shall be provided to employees upon request.

20.03 Travelling Allowances

Employees will be entitled to a reimbursement of expenses incurred when traveling on municipal business as follows:

- (a) total cost of room rental;
- (b) meals at Province of Manitoba rates for north of 53
- (c) mileage at Province of Manitoba rates for north of 53, if no company vehicle is available;
- (d) any other associated travel cost.
- (e) time spent traveling to and attending any municipal business (including any education or training) shall be considered as time worked and shall be paid at the applicable rate.

20.04 On Call Provision

When an employee is required to be on call and immediately available by telephone contact to return to work, they shall be paid wages in accordance with the following schedule:

- | | |
|----------------------|--------------------------------------------------------------------|
| Monday to Friday: | Two (2) hours pay per day at the employee's regular rate of pay. |
| Saturday and Sunday: | Three (3) hours pay per day at the employee's regular rate of pay. |
| General Holidays: | Three (3) hours pay per day at the employee's regular rate of pay. |

Any employee who is called in and required to work outside the regular working hours shall be paid for a minimum of three (3) hours at overtime rate.

On Call Provision – Water Treatment Operator

Water treatment plant operators will receive fifteen (15) dollars per day, seven days a week, as compensation for being on-call. Should the employee not wish to be deemed on-call, they shall provide the Employer with a minimum of forty-eight (48) hours' notice (except in cases of emergency). Should such notice be provided, the employee shall not be deemed to be on call for the indicated dates and shall not be responsible for any duties outside of their regular working hours. The employee shall not receive on-call provision for any such indicated time.

20.05

Training

- (a) When directed or approved by the Employer, tuition will be reimbursed for course fees upon successful completion of courses relating to municipal administration. In addition, the Municipality shall reimburse living and traveling expenses in attending a convention or seminar sponsored by M.M.A.A. or other such professional associations. Time spent travelling to and attending at such conventions or seminars shall be considered time worked.
- (b) Employees may be granted permission to attend training sessions at the discretion of Council. Expenses to be paid by the Municipality shall include tuition, living, and traveling expenses. Time spent travelling to and attending at these training sessions shall be considered time worked.
- (c) Professional association fees deemed necessary to the operation of the Rural Municipality of Kelsey shall be the total responsibility of the Rural Municipality of Kelsey.
- (d) When an employee successfully completes a training or educational course/module, from a recognized educational institution which directly improves their skill set and enhances their work and responsibilities with the Employer, the employee shall receive an educational increment of fifty cents (\$0.50) per hour. Such increments shall be to a maximum of two dollars and fifty cents (\$2.50) per credited certificate.

Should an employee successfully complete a training or education course/module from a non-educational institution, the parties agree to meet to negotiate an educational increment, if applicable for the position.

Effective the date of ratification, the parties agree that employees who have currently completed modules in the CMMA course, MWWA, or accounting courses, shall have the increases applied to their hourly rate.

20.06 Cell Phone Allowance

- (a) Should the RM require an employee to use or have access to cell phone technology while during the course of their job, the Employer shall provide municipally-owned cell phones with all costs of the device and plan accruing to the Employer.

At the employee's option, should they prefer to use their personal cell phone for business, the Employer shall provide the employee with a monthly cell phone allowance of seventy (\$70.00) dollars per month.

- (b) Should an employee and the Employer mutually agree that utilization of cell phone technology is mutually beneficial for ease or convenience of work function, though not essential or required, they may mutually agree to such usage of the device for the purposes of conducting business only during the regular hours of the employee's daily shift, and in such cases, the Employer shall provide compensation to the employee of thirty (\$30.00) dollars per month.

20.07 Vehicle Allowance

A vehicle allowance for Water Treatment Plant operators shall be provided of two hundred (200) dollars biweekly as compensation for using their personal vehicle as required for work duties.

20.08 Remoteness Allowance

All employees covered by this Collective Agreement shall receive a remoteness allowance as per the rates established by the Government of Manitoba, Treasury Department.

- (a) Remoteness allowances are to be determined separately from hourly wage rates. Remoteness allowances are to be considered on a daily basis, i.e., one-tenth (1/10th) of the biweekly rate, up to the maximum amount for the biweekly period, for the following conditions:
- (i) for each day, the employee is at work irrespective of the number of hours worked; or
 - (ii) for each day that the employee is recognized as being on “stand by”.

(b) Limitations

The remoteness allowances, for single or dependants as indicated, represent a maximum biweekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment. They are not payable during periods of absence without pay. They are not included as part of regular earnings.

(c) Rates

The biweekly remoteness allowances relative to each location at single and dependant rates are attached.

A full-time employee eligible for remoteness allowance as provided in this schedule shall be eligible, in each fiscal year (April 1st to March 31st), to receive up to a maximum of two (2) days of Special Northern Leave without loss of regular pay.

Location	Dependant	Single
Cranberry Portage	\$141.84	\$89.37
The Pas	\$115.18	\$70.40

20.09 Cross training

Employees agreeing to on the job cross training in the duties of a higher paid classification shall receive their normal rate of pay during that cross training. Once the cross trained employee can perform the tasks or duties of the higher paid classification they shall receive the higher rate of pay for all time spent performing the duties or tasks.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 The Employer agrees to supply job descriptions for positions for which the Union is the bargaining agent. Any change to said job description shall be forwarded to the Union within seven (7) calendar days.

21.02 The Union shall be notified of all new in-scope positions. All new in-scope positions or amended job descriptions shall be subject to negotiations between the Municipality and the Union. Failing satisfactory settlement, the dispute may be referred by either party to arbitration in accordance with the arbitration provision (Article 8) of this Collective Agreement.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 The Employer agrees to provide each employee with the following benefits:

- (a) paid one hundred percent (100%) by the Employer:
 - Manitoba Blue Cross - Association of Manitoba Municipalities Health and Dental Benefits Plan III/Travel Health Plan;
 - Manitoba Employees Benefit Plan Disability Income Plan;
 - Manitoba Employees Benefit Plan Basic Life Insurance
- (b) Municipal Employees Pension Plan, with contributions as per the Plan documents

- (c) Employees shall be eligible to participate in other MEBP plans with the optional coverage to be paid one hundred percent (100%) by the employee

ARTICLE 23 - SEVERANCE PAY

23.01 Employees with eight (8) or more years of continuous employment whose services are terminated as a result of permanent lay off, retirement in accordance with the provisions of the Municipal Employees Benefits Board plan, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) weeks' pay for each year of continuous employment or portion thereof but the total amount of severance pay shall not exceed fifteen (15) weeks' pay.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCE

24.01 The Employer shall supply each full-time Public Works employee with:

- (a) One (1) pair of cloth coveralls per year, safety vests, plus one (1) reflective winter jacket or one (1) pair reflective quilted coveralls to a maximum of three hundred dollars (\$300.00) every two (2) years if needed.

It shall be the responsibility of the employee to maintain and launder the cloth coveralls.

- (b) Disposable coveralls for sewer work and safety gloves as needed.

24.02 The Employer agrees to reimburse employees upon the submission of a receipt, for the purchase of approved safety footwear up to a maximum of two hundred-dollars (\$200.00) per year. This benefit may be carried over for a maximum of two (2) years.

ARTICLE 25 - GENERAL CONDITIONS**25.01 Allowance for Tools**

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

Where the employee supplies their own tools, the Employer shall replace any which are lost, stolen or broken.

ARTICLE 26 - GENERAL**26.01 Correspondence**

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

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

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

ARTICLE 27 - EFFECTIVE DATE AND DURATION OF AGREEMENT

27.01 This Collective Agreement shall be for a period of four (4) years, commencing February 1, 2018 and ending January 31, 2022.

27.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

27.03 Notice of Renewal

Either party desiring to propose changes or amendments to this Collective Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date notify the other party of their intent to negotiate amendments to the Collective Agreement.

27.04 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of this Collective Agreement.

27.05 There shall be no strikes, walkouts, or slowdowns on the part of any employee during the term of this Agreement.

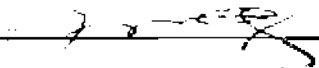
27.06 There shall be no lockout or shutdown on the part of the Employer during the term of this Agreement.


27.07 During the period of negotiations for a revised or new contract, this Agreement shall remain in full force and effect.

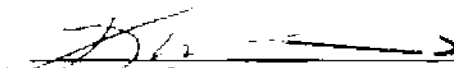
Dated at THE PAS this 15th day of NOVEMBER, 2018.

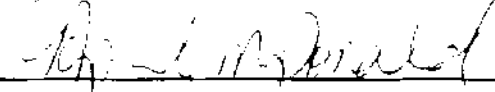
**RURAL MUNICIPALITY OF
KELSEY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 745**









APPENDIX "A" - WAGES

A-1.01 During the term of this Collective Agreement, and within two (2) months of ratification of the Agreement, the parties shall meet to review all job description and rates of pay. The intent of the review is to ensure that jobs are appropriately evaluated and placed on the wage grid.

If a mutual agreement is reached between the Employer and the Union concerning all aspects of the issue of classifications including the standard wage rate for each such classification and the pay steps within such classification, a new Appendix "A" relating to those matters shall be attached hereto and shall form part of this Collective Agreement.

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 745
AND
RURAL MUNICIPALITY OF KELSEY**

EMPLOYEES WAGE SCALES

EFFECTIVE FEBRUARY 1, 2018

Effective the date of ratification, each employee would be placed in the appropriate increment step.

No employee shall suffer any loss of wages due to an amendment on the wage grid.

APPENDIX "A" - WAGES

Effective February 1, 2018

** errors and omissions excepted

<u>TITLE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Administrative Assistant	19.95	21.29	22.63
Town Foreman (LUD)	23.50	25.25	28.26
Park Attendant	16.00	16.75	17.47
Waste Disposal	16.00	16.75	17.47
Grader Operator	25.62	27.56	29.48
Municipal Clerk	23.88	25.67	27.45
Account Tech	21.63	23.17	25.80
Public Works Supervisor	23.15	24.78	25.86
Public Works	20.40	21.80	22.92
Water Treatment Officer	25.62	27.56	29.48
Student Worker	15.00		
Casual Labour	20.40		

Effective February 1, 2019

** errors and omissions excepted

<u>TITLE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Administrative Assistant	20.35	21.72	23.08
Town Foreman (LUD)	23.97	25.76	28.83
Park Attendant	16.32	17.09	17.82
Waste Disposal	16.32	17.09	17.82
Grader Operator	26.13	28.11	30.07
Municipal Clerk	24.36	26.18	28.00
Account Tech	22.06	23.63	26.32
Public Works Supervisor	23.61	25.28	26.38
Public Works	20.81	22.24	23.38
Water Treatment Officer	26.13	28.11	30.07
Student Worker	15.30		
Casual Labour	20.81		

Effective February 1, 2020

** errors and omissions excepted

<u>TITLE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Administrative Assistant	20.76	22.15	23.54
Town Foreman (LUD)	24.45	26.28	29.41
Park Attendant	16.65	17.43	18.18
Waste Disposal	16.65	17.43	18.18
Grader Operator	26.65	28.67	30.67
Municipal Clerk	24.85	26.70	28.56
Account Tech	22.50	24.10	26.85
Public Works Supervisor	24.08	25.79	26.91
Public Works	21.22	22.68	23.85
Water Treatment Officer	26.65	28.67	30.67
Student Worker	15.61		
Casual Labour	21.23		

Effective February 1, 2021

** errors and omissions excepted

<u>TITLE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>
Administrative Assistant	21.18	22.59	24.01
Town Foreman (LUD)	24.94	26.81	30.00
Park Attendant	16.98	17.78	18.54
Waste Disposal	16.98	17.78	18.54
Grader Operator	27.18	29.24	31.28
Municipal Clerk	25.35	27.23	29.13
Account Tech	22.95	24.58	27.39
Public Works Supervisor	24.56	26.31	27.45
Public Works	21.65	23.13	24.32
Water Treatment Officer	27.18	29.24	31.28
Student Worker	15.92		
Casual Labour	21.65		

Should the cost of living during any contract year rise above three percent (3%), wages will be adjusted by the amount greater than three percent (3%).

The Administrative Assistant for RM office, Account Tech, and Municipal Clerk shall each receive an additional \$0.50 per hour in addition to the wage scale. This cost shall be borne by the Rural Water Pipeline Utility.

All wages fully retroactive for all current or former employees as applicable.

No current employee shall be negatively impacted pursuant to current or future income by virtue of the wage grid adjustment.

All LUD positions classified as "Casual Labour" who are working regular permanent hours shall retroactively be moved to the Public Works scale at the relevant steps to commensurate with employment.

All LUD casual employees not working regular hours shall be placed retroactively to the Casual Labour position.

WAGE ADJUSTMENTS:

RETROACTIVE TO FEBRUARY 1, 2018 FOR ALL EMPLOYEES

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 745**

AND

RURAL MUNICIPALITY OF KELSEY

RE: SICK ACCRUAL CAP


The following people will have their sick accrual capped at one hundred and eighty (180) days or the amount reached at the date of signing, and will be paid the cash value at their current wages at the time of their retirement/resignation from the Rural Municipality of Kelsey of twenty percent (20%) of all accumulated sick days:

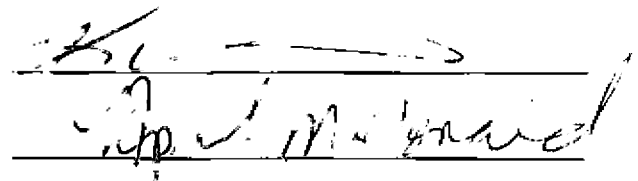
- Brenda Gryba
- Darcy Rajczakowski

Dated at THE PAS this 13th day of NOVEMBER, 2018.

**RURAL MUNICIPALITY OF
KELSEY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 745**





LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 745**

AND

RURAL MUNICIPALITY OF KELSEY

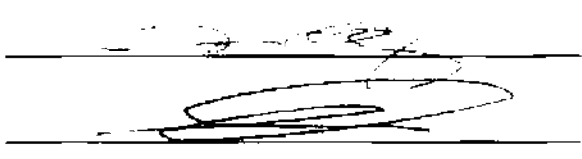
RE: PUBLIC WORKS SUPERVISOR

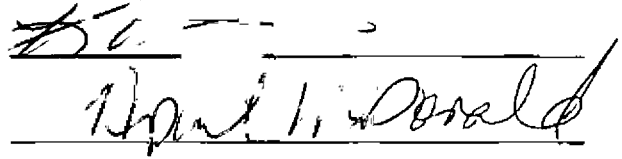
The Parties agree that the Public Works Supervisor shall work a schedule of thirty-six point two five (36.25) hours per week. Such hours are of a flexible nature, dependent upon the work requirements of the position.

Dated at THE PAS this 13th day of NOVEMBER, 2018.

**RURAL MUNICIPALITY OF
KELSEY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 745**





LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 745**

AND

RURAL MUNICIPALITY OF KELSEY

RE: SCHEDULING CHANGES

The Parties agree that shift exchanges shall be allowed between two (2) employees provided that:

- there is mutual agreement,
- the employees affected are qualified to perform the work involved,
- the Employer shall be notified in advance of the exchange.

Overtime shall not be paid as a result of employee requested shift changes.

The Parties agree that subject to the ratification of a new Collective Agreement, this Letter of Understanding shall be attached to and shall form part of the current Collective Agreement.

Dated at The PAS this 15th day of NOVEMBER, 2018.

**RURAL MUNICIPALITY OF
KELSEY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 745**

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 745**

AND

RURAL MUNICIPALITY OF KELSEY

RE: STUDENT RATE IN CRANBERRY-PORTAGE

Student employees hired in Cranberry Portage may not be subject to the student labour rate, as such positions of hire have a starting rate which is completely set and determined by either the MMF or the Province of Manitoba, and which is not to commensurate with the student rate in this collective agreement.

Such student employees shall be paid the applicable rate as set forth by the MMF or the Province.

Dated at The Pas this 13th day of NOVEMBER, 2018.

**RURAL MUNICIPALITY OF
KELSEY**

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 745**

