

**COLLECTIVE AGREEMENT**

**BETWEEN:**



**CITY OF MORDEN**

**- AND -**



**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 4861**

**TERM OF AGREEMENT:**

**JANUARY 1, 2021 TO DECEMBER 31, 2023**

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## **ARTICLE 1 - PREAMBLE**

- 1.01 The general purpose of this Collective Agreement is to maintain satisfactory relations between the Employer and its employees; to provide a mechanism for prompt and equitable disposition of grievances; to promote efficient and conscientious service to the public; and to establish working conditions, hours and wages for all employees who are subject to the provisions of this Collective Agreement.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the number of personnel required from time to time, services to be performed, and the methods, procedure, and equipment in connection therewith; to maintain order, discipline and efficiency; to direct its work force, to hire, transfer, demote, promote, assign and reassign jobs or duties, layoff or rehire any employee; to discipline, including suspend or discharge any employee for just cause; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces, to designate curtailments and cessation of operations; to determine the skills and qualifications necessary to perform the required work; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.
- 2.02 In administering this Collective Agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

## **ARTICLE 3 - SCOPE AND RECOGNITION**

- 3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees in the bargaining unit certified by the Manitoba Labour Board Certificate Number MLB 6925 which reads:

“All employees employed as maintenance personnel at the Recreational Centre operated by the Department of Community Services, in the City of Morden, in the Province of Manitoba, on a year round basis, excluding the Maintenance Foreman, those above the rank of Maintenance Foreman, seasonal employees, and those excluded by the Act.”

3.02 Work of the Bargaining Unit

The Employer agrees that non bargaining unit employees shall not work on any jobs which are included in the bargaining unit, except in cases which have been discussed in good faith with the Union for the purpose of determining viable alternatives.

3.03 Right of Fair Representation

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

3.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this collective agreement.

**ARTICLE 4 - CHECKOFF OF UNION DUES**

4.01 Checkoff Payments

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

4.02 Deductions

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

4.03 Dues Receipts

The Employer shall include on each member's T-4 slip each calendar year the amount of union dues paid by each Union member in the previous year.

4.04 Indemnification

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

4.05 The Employer will provide, to the CUPE National Representative, a list of all employees within this bargaining unit with available information as provided by the consent of the employee, specifically with name, address and telephone number, as well as employment status, job title/classification and hire date. Said requests are limited to once per annum.

**ARTICLE 5 - DEFINITIONS**

5.01 A "full-time" employee is one who works at least forty (40) hours per week on a regular and recurring basis. Such employees shall be entitled to receive a one (1) hour unpaid lunch break, or a one-half (½) hour paid lunch break, as determined by the Employer.

5.02 A "part-time" employee is one who works on a regular and recurring basis but works less than full-time hours.

5.03 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 or until completion of a specific project. The term of employment will not exceed twelve (12) months unless otherwise mutually agreed.

**ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE**

6.01 Establishment of Committee

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

## 6.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees;
- (b) improving and extending services to the public;
- (c) promoting safe and sanitary practices;
- (d) reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);
- (e) correcting conditions causing grievances and misunderstandings;
- (f) dealing 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 seven (7) calendar 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.

6.07 Time Off for Meeting

Any employee who serves as a Union representative on the Committee shall have the right to attend meetings held within working hours without loss of remuneration.

**ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS**

7.01 Representatives

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

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

7.02 Union Bargaining Committee

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

7.03 Meeting of Committee

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

**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 ten (10) calendar days of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the Director of Community Services or designate whose action or decision gave rise to the grievance.

If the matter is not resolved to the employee's satisfaction within twenty (20) calendar days of the event or occurrence giving rise to the grievance, the employee may proceed to Step 2.

Step 2

The aggrieved employee may, with the assistance of a Union Representative or Shop Steward, present a written grievance to the City Manager or designate within a further fourteen (14) calendar days. The City Manager or designate may meet with the aggrieved employee and Union Representative or Shop Steward, but in any event shall respond in writing within fourteen (14) calendar days of receipt of the written grievance.

8.04 The parties shall make every reasonable effort to resolve a grievance without the need for arbitration, but if a final settlement of a grievance is not reached by the end of Step 2, the grievance may be referred by either party to a single arbitrator, as provided in this Article, at any time within fourteen (14) calendar days after the written response of the Employer under Step 2.

8.05 The Union may initiate a grievance of a general nature and the Employer may initiate a grievance against the Union or any of the employees of the Employer covered by the Collective Agreement within fourteen (14) calendar 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.

8.06 If a grievance is not resolved under the grievance procedure, then either party may submit the matter to a single arbitrator who shall be chosen in rotation from the following list, in rotation starting from (a):

(a) A. Blair Graham, Q.C.

(b) Gavin Wood

(c) Michael D. Werier

Should all three (3) arbitrators be unable to act, then the Employer and/or the Union shall request the Minister of Labour to appoint an arbitrator.

- 8.07 If any of the above arbitrators should be unable, unwilling or disqualified from serving in any particular grievance, the next arbitrator in order from the above list shall be appointed for that matter.
- 8.08 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted shall present an arbitrable issue under this Collective Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Collective Agreement or which involves the determination of a subject matter not covered by this Collective Agreement.
- 8.09 The findings and decision of the arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.
- 8.10 The arbitrator's expenses shall be borne one-half (½) by the Employer and one-half (½) by the Union.
- 8.11 The time limits fixed in the above grievance and arbitration procedure may only be extended by the mutual consent of the parties to this Agreement. Requests for an extension by either party will not be unreasonably refused.

#### **ARTICLE 9 - DISCIPLINE AND DISMISSAL**

- 9.01 When an employee is disciplined in writing, or an employee other than a probationary employee is dismissed, the Employer shall within seven (7) calendar days supply written reasons to the employee with a copy to be submitted to the Union.
- 9.02 The Employer shall not discipline or dismiss any employee who has successfully completed the probationary period except for just cause.
- 9.03 The Employer may dismiss or decline to continue the employment of a probationary employee without just cause and without notice if the Employer considers that probationary employee to be unsuitable. Such employee and the Union shall have no recourse to the grievance and arbitration procedure.

9.04 **Right to Have Steward Present**

An employee shall have the right to request to have his/her Steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action, provided that this will not unreasonably delay the process. If a supervisor knows in advance of a meeting that it will be disciplinary in nature, the supervisor shall so notify the employee in order that the employee may contact his/her

Steward and request his/her attendance, provided that this will not unreasonably delay the process.

A Steward or local union officer shall have the right to consult with a CUPE staff Representative and have him/her present at any discussion with supervisory personnel which is disciplinary in nature, provided that this will not unreasonably delay the process.

- 9.05 Employees will have the right to access their personnel record by appointment with either the City Manager or Human Resources Officer during normal office hours and will have the right to respond in writing to any documents it contains. Their reply will become part of their permanent personnel record.

At his/her cost, an employee shall have the right to make copies of any material contained in his/her personnel record.

## **ARTICLE 10 - SENIORITY**

- 10.01 An employee's bargaining unit seniority shall be established on completion of a probationary period of six (6) calendar months of work and will be effective from the date of hire.

The Employer may extend the employee's probationary period by the amount of time missed due to illness or injury.

As well, the Employer may extend the employee's probationary period for up to a further three (3) months for other reasons, provided notice in writing is given to the Union. Failure to notify the Union of this three (3) month extension for other reasons will result in the probationary period being deemed completed.

- 10.02 Seniority shall be considered broken and the employee terminated if the:
- (a) employee resigns;
  - (b) employee is dismissed by the Employer and not reinstated pursuant to the grievance and/or arbitration procedure of this Collective Agreement;
  - (c) employee has been laid off continuously for twelve (12) months; or
  - (d) employee fails to return to work on recall within five (5) calendar days of a registered letter being sent to the last known address of the employee or within three (3) calendar days of direct contact with the Employer.

10.03 The Employer will submit a seniority list to the Union, annually on February 28<sup>th</sup>. The Union will provide a current contact name and confidential address for communication of this information annually.

10.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit and will continue to accumulate further seniority for the first six (6) months he/she works outside the bargaining unit, during which time the employee may be returned to the bargaining unit in a job consistent with his/her seniority, provided they meet the qualifications of the position to the reasonable satisfaction of the Employer.

**ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

11.01 Job Postings

Should the Employer determine that it will fill a vacant position or if a new position is created which falls within the scope of this Agreement, it shall be posted on all bulletin boards for at least seven (7) calendar days. Such postings shall state required knowledge, skill, ability, qualifications, current or anticipated shift, hours of work and wage rate.

11.02 Role of Seniority in Promotions, Transfers and Staff Changes

In the event of a layoff, recall or promotion, seniority will be the governing factor provided they have the knowledge, skill, ability and qualifications of the position to the reasonable satisfaction of the Employer. Part-time employees will only have seniority over other part-time employees, and term employees will only have seniority over other term employees.

11.03 Familiarization Period

The successful applicant shall be given a familiarization period of not less than thirty (30) and not more than ninety (90) calendar days to become acquainted with the new position. Should the employee be unsatisfactory in the new position, the employee may be returned to their former position or shall be able to elect to return to their former position within the determined period, which shall be indicated to the Union in writing at the beginning of the familiarization period. The familiarization period may be extended by the agreement of the Union, employee, and Employer.

#### 11.04 Training, Courses

The Employer recognizes the importance of professional development and will make reasonable efforts to provide financial support for that. At the same time, employees participating in programs of professional development must make best efforts to maximize the benefit of the training, including by attending such courses of study and making a conscientious effort to learn and succeed in them.

With that in mind:

- (a) Employees participating in Employer pre-approved and required professional development courses of training in order to build skills for their current jobs will be eligible to have the Employer pay the full costs for pre-approved tuition and examination fees. Lodging, meals and travel will be paid according to the current City of Morden Business Expenditure Policy.
- (b) Employees participating in Employer pre-approved but not required professional development courses of training in order to build skills for their current jobs will be eligible to have the Employer pay fifty percent (50%) of the cost for pre-approved tuition and examination fees.

### **ARTICLE 12 - LAYOFFS AND RECALLS**

#### 12.01 Layoff

A layoff shall be defined as a reduction in the work force. In the event of a layoff, employees shall be laid off in the reverse order of their seniority, provided the remaining employees meet the knowledge, skill, ability and qualifications of the position to the reasonable satisfaction of the Employer.

#### 12.02 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority, provided they meet the knowledge, skill, ability and qualifications of the position to the reasonable satisfaction of the Employer.

#### 12.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided they meet the knowledge, skill, ability and qualifications of the position to the reasonable satisfaction of the Employer.

## **ARTICLE 13 - HOURS OF WORK**

13.01 The normal hours of work for full-time employees shall be forty (40) hours per week.

13.02 **Paid Rest Period**

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

13.03 **No Guarantee**

Nothing in this Agreement shall be considered as a guarantee of work or of hours of work.

## **ARTICLE 14 - OVERTIME**

14.01 **Overtime Defined**

Overtime shall be defined as:

- (a) all authorized time worked by employees in excess of eight (8) or ten (10) hours in a day, dependent on their shift pattern;
- (b) all authorized time worked by employees in excess of forty (40) hours in a week, for employees who work an eight (8) hour per day shift pattern;
- (c) all authorized time worked by employees in excess of their patterned weekly hours, for employees who work a ten (10) hour per day shift pattern.

The Employer shall pay an employee overtime at the rate of one and one-half (1½ x) times his/her hourly rate of pay for all authorized overtime worked.

14.02 When it is necessary for an employee to work overtime, the employee shall not be required to take time off his regular working hours in lieu of overtime pay.

14.03 The Employer will make all reasonable efforts to avoid overtime but by the nature of its operations it will be required from time to time. Overtime will be offered to employees by seniority provided the employee is readily available and the employee meets the knowledge, skill, ability and

qualifications of the position to the reasonable satisfaction of the Employer. Senior employee(s) may refuse overtime, provided that there are sufficient junior employee(s) readily available and they can perform the required work to the reasonable satisfaction of the Employer.

14.04 Employees shall not be required to suspend work during their regular working hours for the purpose of absorbing overtime.

14.05 Minimum Callback Time

Any full-time 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.

14.06 Banking of Overtime

Employees shall be allowed to bank up to twenty (20) hours of overtime (equivalent to three [3] ten hour shifts for ten [10] hour employees) at the overtime rate. Banked overtime can be used at a future date at a time mutually agreed upon by the employee and the Director of Community Services or designate.

It is understood that overtime will be paid out at the rate at which it was earned. Banked overtime may be paid out at the written request of the employee in minimum increments of six (6) hours.

If an employee is unable to use banked overtime during the calendar year in which it was banked, it will be paid out in the last pay period in the calendar year.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 Paid Holidays

The Employer recognizes the following paid general holidays:

- |   |                  |
|---|------------------|
| New Year's Day                            | Louis Riel Day   |
| Good Friday                               | Easter Monday    |
| Victoria Day                              | Canada Day       |
| August Civic Holiday                      | Labour Day       |
| National Day for Truth and Reconciliation | Thanksgiving Day |
| Remembrance Day                           | Christmas Day    |
| Boxing Day                                |                  |

and any other day which is proclaimed and enforced by the Provincial Government as a legal holiday shall also be observed.

- 15.02 If a holiday falls on either a Saturday or Sunday, the Friday before or the Monday after will constitute the holiday as determined by the Employer.
- 15.03 If a general holiday falls on the regular day off of an employee or during his/her annual vacation, he/she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) calendar days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu. It is understood that employees working a ten (10) hour shift rotation when a statutory holiday occurs will be paid for ten (10) hours and employees working an eight (8) hour shift schedule will be paid for eight (8) hours.
- 15.04 An employee required to work on a general holiday will be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) calendar days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

**ARTICLE 16 - VACATION**

16.01 Length of Vacation

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

- After one (1) year - two (2) weeks
- After three (3) years - three (3) weeks
- After nine (9) years - four (4) weeks
- After fifteen (15) years - five (5) weeks
- After twenty-five (25) years - six (6) weeks

An employee who works a ten (10) hour shift shall receive forty (40) hours per week of vacation.

- 16.02 Where a general holiday falls within an employee's scheduled vacation, the employee shall be entitled to one (1) extra day of vacation (employees who work ten (10) hour shifts will receive ten (10) hours).
- 16.03 Unbroken Vacation Period

For employees who qualify for three (3) or more weeks of vacation time, an employee shall receive an unbroken period of vacation, to a maximum of

three (3) consecutive weeks, unless mutually agreed upon between the employee and the Employer.

16.04 Carry Over of Vacation

Vacation carry over from year to year is not encouraged, however the Employer recognizes that there will be individual circumstances from time to time that may create the need to do so. Employees shall be entitled to carry over up to five (5) days, or forty (40) hours for employees working ten (10) hour shifts, of vacation entitlement from one year of service to the next. Any carry over exceeding this amount requires approval of the Director of Community Services and the City Manager. Request for this approval shall be filed with the Director and the City Manager two months prior to that service year.

16.05 Scheduling of Vacation

Employees will take their vacation at such time(s) as designated by their Supervisor. Vacation schedules will be arranged by the Supervisor in cooperation with his/her staff so as to attempt to ensure that both the wishes of the employees and staffing requirements of the Employer are met.

**ARTICLE 17 - SICK LEAVE**

17.01 Accumulation of Sick Leave

All full-time employees shall accumulate sick leave credits at the rate of one (1) day per month (equivalent to one [1] work day to a maximum of eight [8] hours). In no event shall an employee accumulate more than seventy-five (75) sick leave credits (equivalent to seventy-five [75] work days to a maximum of eight [8] hours per day) in total.

Sick leave credits shall not accumulate during periods when an employee is on an unpaid leave of absence.

17.02 Sick Leave Records

According to current practice, employees may request their number of sick leave credits accrued, as the need arises.

17.03 A permanent full-time employee,

- (a) who voluntarily resigns or retires, and

- (b) who is eligible for a pension under the Municipal Employees Benefits Program; and
- (c) who begins to draw a pension under the Municipal Employees Benefits Board program within two (2) months of the date of which he/she ceased to be actively employed by the Employer

shall, provided that he/she meets all of the three (3) foregoing preconditions, be entitled to receive a retirement leave payment equivalent to twenty percent (20%) of the number of unused sick leave days (equivalent to one (1) work day to a maximum of eight (8) hours), to a maximum of fifteen (15) days, standing to the employee's credit multiplied by the daily rate for his/her position in effect on his/ her last day of active employment. For all such purposes, the sick leave records maintained by the Employer shall be deemed to be accurate and the payments shall be calculated on the basis of such records.

17.04 Sick leave up to two (2) days per calendar year (providing employee has sick leave time available) may be utilized to provide medical care of someone for whom they are the primary caregiver. Any time utilized in this manner uses up available sick time for that employee, reducing the number of days they have been credited with.

17.05 An employee shall be entitled to utilize sick leave credits when absent from work by virtue of being sick or disabled, or because of an accident. However, sick leave credits cannot be utilized in the following circumstances:

- (a) If the employee is eligible to receive a disability pension under the Municipal Employees Benefits Program; or
- (b) If the employee is eligible to receive short term disability under the extended medical program; or
- (c) If the employee is eligible to receive Workers' Compensation benefits; or
- (d) If the employee is not scheduled to be at work at the time of his illness, disability or accident, as for example, if he/she is on vacation, layoff or leave of absence.

17.06 In order to utilize sick leave credits, an employee may be required to submit, either during his/her illness or upon returning to work, a medical report from a duly qualified medical practitioner certifying that the employee was or is unable to carry out his/her duties due to illness and/or is now able to return to his regular duties. If the Employer is not satisfied with the medical report

which is provided, it may require that the employee undergo a medical examination by a doctor appointed by the Employer.

- 17.07 If an employee fails to provide a medical certificate upon request, he/she shall not be entitled to utilize sick credits with respect to the period of absence.
- 17.08 An employee, who is unable to attend work because of being sick or disabled, or because of an accident, shall notify his/her supervisor as soon as possible on the day that he/she is unable to attend work. The employee must also advise his/her supervisor, as far in advance as possible, of the date on which he/she will be able to return to work. Where the absence will be of some duration, the employee must apprise his/her supervisor, on a regular basis, of his/her ongoing condition.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.01 Bereavement Leave**

- (a) In the event of the death of an employee's spouse, child or parent, leave of up to five (5) days, to a maximum of forty (40) hours, will be allowed either to arrange and attend the funeral, or to settle the estate within a one (1) year period of death. In the event of the death of an employee's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, leave of three (3) days with pay, to a maximum of twenty-four (24) hours, and to a maximum of thirty (30) hours for those employees working a ten (10) hour shift schedule, will be allowed to arrange and attend the funeral, or to settle the estate within a one (1) year period of death.
- (b) Additional travel time with or without pay may be granted at the Employer's discretion in addition to the leave mentioned above, where the employee must travel to attend the funeral.
- (c) At the Employer's discretion, a full-time employee may be granted a bereavement leave with or without pay to attend the funeral of any other relative or person not mentioned in article 18.01 (a).
- (d) Except where an employee has chosen to utilize the bereavement leave for the purposes of settling estate matters, he/she shall not be entitled to utilize the leave if he would otherwise have been absent from the workplace on account of vacation, illness or other leave of absence at the time of the death or funeral of the member of his/her immediate family.

18.02 Leave of Absence for Union Functions

Upon written request to the Employer at least two (2) weeks in advance, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

18.03 Paid Jury or Court Witness Duty Leave

On presentation of court documentation, any employee who must serve as a juror, shall be paid the difference between his/her regular wage and the amount of compensation received from the court (except reimbursement of expenses). This procedure shall apply for each day that the employee is required to act as a juror, including jury selection, provided that the employee reports to work if required to do so during regular hours that he/she is not required to attend court.

On presentation of court documentation, any employee who must serve as a witness on behalf of the Crown or the Employer shall be paid the difference between his/her regular wage and the amount of compensation received from the court (except reimbursement of expenses). This procedure shall apply for each day that the employee is required to attend and/or act as a witness, provided that the employee reports to work if required to do so during regular hours that he/she is not required to attend court.

18.04 General Leave

The Employer may at its discretion grant an employee a leave of absence without pay when he/she requests such leave for good and sufficient cause. Any such request shall be in writing and shall provide reasons for the request.

18.05 Education Leave and Examinations

Special leave with or without pay may be granted to employees at the discretion of the Employer for the writing of an examination in a course pre-approved by the Employer.

18.06 (a) Maternity Leave

A pregnant employee who has been employed for at least seven (7) consecutive months shall be granted a maternity leave of absence without pay by the Employer consisting of a continuous period of up to seventeen (17) weeks. An employee who wishes to

take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional twelve (12) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

(b) Parental Leave

(i) Entitlements

Every employee

(A) who,

(1) in the case of a female employee, becomes the natural mother of a child,

(2) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(3) adopts a child under the law of a province; and

(B) who has completed seven (7) consecutive months of employment; and

(C) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to sixty three (63) weeks.

(ii) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than eighteen (18) months after the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. Employees shall decide when their parental leave is to

commence, and where possible, shall take such leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after expiry of the maternity leave and before the commencement of the parental leave unless the employee and the Employer agree otherwise.

(iii) Late Application for Parental Leave

When an application for parental leave under subsection (i) above is not made in accordance with subarticle (C), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this section for that portion of the leave period that remains at the time the application is made.

(iv) Reinstatement of Employee

Employees wishing to return to work after maternity and/or parental leave before the end of their approved leave shall notify the Employer in writing at least two (2) weeks in advance of their return. On return from maternity and/or parental leave, employees shall be placed in their former or comparable classification and shift schedule at the same salary level.

18.07 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to twenty-eight (28) weeks subject to the following conditions:

- (a) An employee must have completed thirty (30) calendar days of employment as of the intended date of leave unless otherwise agreed to by the Employer;
- (b) An employee must apply in writing one pay period prior to taking the leave or a shorter period if circumstances warrant; and
- (c) An employee may take no more than two periods of leave totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave

began. No period of leave may be less than one (1) week's duration.

This leave is intended to enable an employee to provide care or support to a seriously ill family member.

For an employee to be eligible for leave, a physician must issue a certificate stating that:

- (d) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
  - (i) the day the certificate is issued, or
  - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - (iii) the family member requires the care or support of one (1) or more family members.

A "family member" for the purpose of this Article shall be defined as spouse, common-law partner, child (of the employee or his/her spouse or common-law partner), parent (of the employee or his/her spouse or common-law partner) and any other person described as "family member" in the Regulations pursuant to the Employment Standards Code of Manitoba.

An employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer forty-eight (48) hours notice.

At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.

Seniority shall accrue during any period of leave under this Article.

Notwithstanding the notice otherwise required, if the death of a family member occurs during this period of leave, the employee shall revert to Bereavement Leave as outlined in this Collective Agreement.

## **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

### **19.01 Pay Days**

Wages shall be paid biweekly. The Employer shall provide written information for each pay period.

19.02 Traveling Allowance

Reasonable “out-of-pocket” expenses will be reimbursed for travel on behalf of the Employer. Claims for reimbursement shall be made on the form prescribed and approved by the Employer. Employees expressly authorized by the Employer to use their personal vehicle for travel on behalf of the Employer shall be reimbursed the approved rate per kilometer. All reimbursements shall be based on the City of Morden Business Expenditure Policy in place at that time, are subject to claims being made in a timely fashion as set forth in policy, and may only be for expenses pre-approved by the Employer.

19.03 Rate of Pay on Promotion or Reclassification

An employee assigned, promoted or reclassified to a higher paying position shall receive the rate of pay and benefits for that position for the time he/she performs that job, provided that he/she does so for more than ten (10) days.

19.04 Vacation Pay

Based upon the existing payroll procedures, an employee may, upon giving at least fourteen (14) calendar days written notice, receive on the last office day preceding commencement of his/her annual vacation any paycheques which may fall during the period of vacation.

**ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION**

20.01 The Employer agrees to supply job descriptions for all postings and classifications that are part of the bargaining unit to the Union. Job descriptions shall also be provided to all employees for their current classification.

20.02 Rates of pay for any new classification that may be established by the Employer and which come within the scope of this Agreement shall be established by the Employer, with notice to the Union. The parties will discuss such new rate in good faith and with the intention of ensuring that indeed the rate is appropriate, and at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an arbitrator appointed in accordance with the terms of this Agreement shall have the right to determine the hourly rate of pay to be paid for this new classification, including redress, and the Employer and the Union further agree that the arbitrator’s decision shall be final and binding upon all parties concerned.

## **ARTICLE 21 - EMPLOYEE BENEFIT PLAN**

21.01 It is important to note that part-time employees are not eligible to participate in all benefits as per rules and regulations of supplier of said benefit.

The Employer's contract with its coverage provider does not allow participation by part-time employees in their short-term disability, extended health and dental plans.

MEBP requires participation in their pension and insurance plans after specific earnings criteria are met (earnings in excess of twenty-five percent [25%] of yearly maximum CPP earnings [including overtime] in two [2] consecutive numerical years of uninterrupted earnings i.e. employee does not resign or is not terminated). Overtime earnings are used to determine eligibility only; they are not pensionable.

21.02 All full-time employees shall participate in the Municipal Employees Benefits Program Group Pension, Group Insurance and Disability Plan, as provided by the Program.

The cost of the Pension Plan shall be shared on a 50/50 basis between the employee and the Employer.

The cost of Long Term Disability under the Municipal Employees Benefits Program shall be paid by the Employer.

The cost of Group Insurance under the Municipal Employees Benefits Program shall be paid by the employee.

21.03 The cost of the Group Medical and Dental Insurance Plans shall be cost shared on a 50/50 basis between the employee and the Employer, with the exception of Short-term Disability which is paid by the employee.

21.04 Workers' Compensation Protection

All employees shall be covered by the *Workers' Compensation Act*.

## **ARTICLE 22 - CLOTHING AND FOOTWEAR ALLOWANCE**

22.01 Full-time employees shall receive a clothing and footwear allowance of one hundred and fifty dollars (\$150) per annum, as of January 1, 2012. This allowance is to be utilized for safety and outer work wear.

Effective upon the date of ratification, the allowance shall increase to two hundred (\$200) per annum.

The Employer shall supply City of Morden identified shirts and jackets where considered necessary by the Employer for the use of the employees. Employees are required to wear these articles of clothing while on duty in order to identify their position as being with the Employer and to present an appearance of professionalism.

## **ARTICLE 23 - GENERAL CONDITIONS**

### **23.01      Allowance for Tools**

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

## **ARTICLE 24 - GENERAL**

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

24.02      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.

### **24.03      No Discrimination**

Except as permitted by the *Human Rights Code* or the *Labour Relations Act*, the Employer and the Union agree that there shall be no discrimination, by reason of age, creed, ethnic or national background or origin, ancestry (including colour and perceived race), sexual orientation, physical or mental disability or related characteristics or circumstances, including reliance on service animals, a wheelchair, or any remedial appliance or device, place of residence, political or religious creed, belief, affiliation or activity, sex (including sex-determined characteristics such as pregnancy, the possibility of pregnancy or circumstances related to pregnancy), gender identity, sexual orientation, marital or family status, source of income, social disadvantage, any other group stereotype, nor by reason of his/her membership or activity in a labour union.

24.04 Harassment

The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union, subject to respecting the rights of procedural fairness to anyone accused of wrongdoing.

24.05 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. The foregoing applies where the Union has provided to the Employer the appropriate contact information, in writing, i.e. confidential email address, designated mailing address.

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

**ARTICLE 25 - EFFECTIVE DATE AND DURATION OF AGREEMENT**

25.01 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

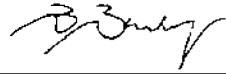
25.02 This Collective Agreement shall remain in full force and effect from the date of signing of the Collective Agreement to December 31, 2023, unless altered or amended in the meantime by mutual consent of the parties hereto, and shall be deemed to be renewed thereafter from year to year unless written notice to negotiate a new collective agreement is given in accordance with Article 25.01 or the Manitoba Labour Board provides notice that Local 4861 has been decertified. This Collective Agreement shall remain in full force and effect during any period of negotiation.

This Agreement signed this 26<sup>th</sup> day of September, 2022.

**SIGNED ON BEHALF OF:  
CITY OF MORDEN**

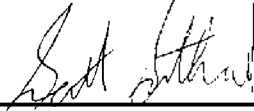


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City Manager

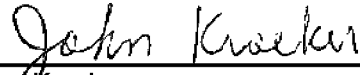


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Mayor/Council

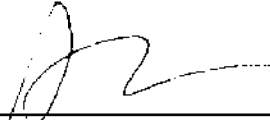
**SIGNED ON BEHALF OF:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 4861**



\_\_\_\_\_  
Scott Sutherland,  
CUPE 4861 Bargaining Committee



\_\_\_\_\_  
John Kroeker,  
CUPE 4861 Bargaining Committee



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Aiden Zaretski,  
CUPE National Representative

## APPENDIX "A" - SALARY SCHEDULE

For full-time employees, movement to Step 2 shall occur following completion of the probationary period. Movement from Step 2 to Step 3, and from Step 3 to Step 4 will each require completion of 2,080 working hours.

For part-time employees, movement to Step 2 shall occur following completion of the probationary period together with a minimum of 250 working hours. Movement from Step 2 to Step 3, and from Step 3 to Step 4 shall occur on the anniversary date of reaching the current Step the employee is in together with a minimum of 500 working hours in the current Step.

Employees who move from one classification to another classification shall be placed on the Step in the next classification at the next highest wage rate.

Employees who obtain a Level I and Level II Arena Operators Certificate and a Power Engineers Refrigeration Class W Certificate shall be placed in the Recreation Facilities Maintenance II classification.

### Effective January 1, 2021

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Labourer	\$ 16.89	\$ 17.64	\$ 18.75	\$ 19.85
Recreation Facilities Maintenance I (No Ticket)	19.03	19.85	21.09	22.34
Recreation Facilities Maintenance II (Refrigeration Ticket)	21.42	22.34	23.73	25.11

### Effective January 1, 2022

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Labourer	\$ 17.30	\$ 18.07	\$ 19.20	\$ 20.32
Recreation Facilities Maintenance I (No Ticket)	19.48	20.32	21.60	22.88
Recreation Facilities Maintenance II (Refrigeration Ticket)	21.94	22.88	24.30	25.72

### Effective January 1, 2023

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Labourer	\$ 17.73	\$ 18.52	\$ 19.68	\$ 20.83
Recreation Facilities Maintenance I (No Ticket)	19.97	20.83	22.14	23.45
Recreation Facilities Maintenance II (Refrigeration Ticket)	22.49	23.45	24.91	26.36