

COLLECTIVE AGREEMENT

BETWEEN:



CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1735-01

-AND-

TOWN OF NEEPAWA

TERM OF AGREEMENT:

JANUARY 1, 2021 TO DECEMBER 31, 2024

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - TERM OF AGREEMENT

- 2.01 This Agreement shall be effective from the first day of **January 1, 2021** and shall remain in full force and effect to **December 31, 2024**.
- 2.02 Should either party desire to propose changes to this Collective 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 expiry date.
- Within thirty (30) calendar days of the receipt of these proposals the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Collective Agreement.
- 2.03 Should the parties fail to conclude a new contract prior to the expiry date of this agreement, all provisions herein contained shall remain in full force until a new agreement has been ratified by both parties. **Then, upon ratification, all new provisions shall become effective on the start of the pay period immediately following the date of ratification by both parties with Schedule "A" being effective on the first day of the intended term of the newly proposed agreement.**
- 2.04 All retroactive wages and benefits shall be payable within forty-five (45) days of ratification.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Town recognizes the Union as the sole agency for the purpose of collective bargaining for all persons employed by the Town of Neepawa except: the Chief Administrative Officer, the Assistant Chief Administrative Officer, the Economic Development Officer, the **Director of Recreation Services**, the Fire Chief, the Manager of Operations, the Public Works Supervisor, the Water and Wastewater Treatment

Supervisor, the Director of Finance, the Municipal Clerk, the **Operations** Clerk, persons hired to work as lifeguards, persons hired to work in the **Recreation** program, the Administrative Assistants, Contractors and their employees, persons hired through government programs and those excluded by the *Labour Relations Act*.

No employee shall be permitted to make any verbal or written agreement with the Town which may conflict with the terms of the Agreement. **Any such amendment to the terms during the life of the Agreement may only be made through mutual agreement between the Union and the Employer.**

- 3.02 The Town agrees to recognize the Representatives of the Canadian Union of Public Employees to assist in negotiations, grievances, or discussions between the parties.
- 3.03 The Town agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiation with the Town, they shall suffer no loss of pay for the time so spent, to a maximum of three (3) employees.
- 3.04 The Union agrees that when negotiations extend beyond any of the employees' present normal working hours, then this additional time will be considered as voluntary time and not eligible for any compensation from the Town.
- 3.05 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Employer, or during working hours except as permitted by this Agreement.
- 3.06 It is understood and agreed that no meetings of the Union of its members will be held on the premises of the Employer at any time without the prior approval of the Employer.

ARTICLE 4 - CHECK-OFF

- 4.01 The Town agrees to deduct from the wages of each employee covered by this Agreement such dues as are authorized by the Union.
- 4.02 These dues shall be deducted from the last pay of each month and forwarded to the Secretary-Treasurer of the Union together with a list of the employees from whose wages deductions have been made.
- 4.03 The Union agrees to indemnify and save the Town harmless against any claim or liability arising out of the application of this article.
- 4.04 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.

- 4.05 For new employees, payroll deductions as set out in section 4.01 shall become effective from the start of the pay period immediately following the commencement of employment.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

5.01 Discussion Stage

Should a dispute arise between the Town and any of its employees regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitrable, or whether an allegation is made that this Agreement has been violated, an employee or employees concerned, shall within ten (10) working days of when the employee first becomes aware of the occurrence, seek to settle the dispute through informal discussions with their immediate supervisor/manager prior to filing a dispute with the Union. An earnest effort shall be made to settle the dispute through discussion, prior to a written grievance being initiated.

5.02 Step One

The grievor will first submit the grievance to a Shop Steward or Union Representative who shall then submit the grievance in writing within fifteen (15) calendar days of the event giving rise to the grievance, to the Chief Administrative Officer or designate. The written grievance shall set forth the nature of the grievance and the remedy or correction required. The Chief Administrative Officer or designate shall respond within ten (10) calendar days of receiving the written grievance.

5.03 Step Two

If the matter is not resolved in Step One, the grievance may be forwarded to the Town Council within ten (10) calendar days. The Town Council or a designated committee shall meet with the Union and its representative to discuss the grievance within ten (10) calendar days. Following such a meeting, the Town shall respond within ten (10) calendar days. Where the employee is not satisfied with the decision, the Union no later than fifteen (15) working days after receipt of the Town Council or designated committee's decision, may proceed to arbitration.

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

- 5.05 If the time limits are not met, either party may move the grievance to the next step in the grievance process. However, any grievance not advanced to the arbitration procedure within the time frame limits specified shall be deemed resolved by the Town's answer in Step Two, or vice versa dependent upon which party initiated the grievance.

5.06 General Procedure

- (a) Grievances and replies to grievances shall be in writing at all stages.
- (b) Grievances settled satisfactorily shall take effect at the time established by mutual agreement.
- (c) In the event of absence of representatives of the Town or Union as designated in the Grievance Procedure, it shall be permissible to proceed with the next step of the Grievance Procedure.
- (d) In the discussions of grievances with representatives of the Town, the Grievance Committee may at any time be accompanied by a representative of the Canadian Union of Public Employees.
- (e) Employees shall be entitled to have a shop steward present during any meetings concerning written reprimands. Representation is not required for verbal redirection stage. Verbal redirection will not be included in written reprimands.
- (f) The time limits as set out in the various steps may be extended by mutual agreement in writing.

5.07 Arbitration

In the event that a satisfactory settlement cannot be reached through the Grievance Procedure, either party may submit such dispute to **an Arbitrator by giving notice to the other party in writing.**

- (a) Within seven (7) days after notification by either party of intention to refer a dispute to arbitration, each party to the Agreement shall **submit the name of a desired Arbitrator to the other party to seek agreement on who will be named to hear the grievance.**
- (b) **If the parties fail to agree upon and appoint an arbitrator within twenty (20) days,** then the Manitoba Labour Board shall be requested to make such appointment(s).
- (c) The **Arbitrator** shall not have the authority to make any decision inconsistent with the provisions of this Agreement, nor to modify or amend or add to or subtract from any portion of this Agreement.
- (d) The Town and the Union agree that each will bear an equal share of the fees and expenses incurred as a result of the appointment of a chairperson and/or Arbitrator.
- (e) The decision of the Arbitrator and/or Arbitration Board shall be final, binding, and enforceable on both parties and the employee affected by it.

ARTICLE 6 - SEPARATION PROCEDURES AND DISCIPLINE

- 6.01 The Employer has the right to discharge or suspend an employee for just cause. Such employee and the Union shall be advised in writing of the reason(s) for the discharge or suspension.
- 6.02 Employees will have the right at any time during the discipline process, to have a Union Representative present.
- 6.03 Any employee may resign on giving two (2) weeks' notice in the case of a permanent employee and three (3) days' notice in the case of all other employees, excepting Treatment Plant Operators who perform essential service and barring unforeseen circumstances, 30 days' notice is required.

6.04 Discipline

In instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee. Reasons for disciplinary action include, but are not restricted to:

- (a) loss/damage of the organizations' property due to carelessness;
 - (b) violating safety rules and practices;
 - (c) failure to comply with established job description responsibilities and performance standards;
 - (d) unexcused absence from schedule work commitments;
 - (e) being under the influence of liquor and/or illegal drugs during working hours, or being in possession of liquor and/or illegal drugs during working hours on Town property or equipment;
 - (f) wilful, immoral and/or indecent misconduct, insubordination or remaining absent from work without just cause;
 - (g) falsifying company records;
 - (h) theft of property of the organization; **and**
 - (i) wilful damage.
- 6.05 Discipline shall be issued on the basis of the principles of progressive discipline where appropriate.

- (a) Verbal reprimand with discussion and explanation of consequences if the behaviour continues or is not corrected. This will be recorded in the employee's file and will be acknowledged by the employee.
 - (b) Written reprimand with discussion and explanation of the consequences if behaviour is not corrected. An employee warning record will be filed, signed by the Chief Administrative Officer and the employee, and this becomes part of the employee's confidential file.
 - (c) Suspension from work without pay for a period not to exceed five (5) consecutive days. A written notice of this suspension will be issued to the employee and a copy placed in the employee's confidential file.
 - (d) Dismissal of an employee with documentation placed on file.
 - (e) Under very serious circumstances, an employee's services may be terminated immediately.
- 6.06 Where the Town makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that **they have** read and/or understands the contents but not necessarily agrees with it. The employee may respond in writing to the assessment which shall become part of **their** record. The employee may appeal through the grievance procedure.
- 6.07 The Local's Union President and the National Servicing Representative shall receive copies of all written disciplinary action.

ARTICLE 7 - SENIORITY

- 7.01 Seniority shall be defined as the length of continuous service since the employee entered the bargaining unit and completed **their** probationary period.
- 7.02 Seniority shall continue to accrue while an employee is on maternity leave, paternity leave, adoption leave, bereavement leave, vacation, on paid leave of absence due to illness or injury or is receiving Workers Compensation.
- 7.03 An employee may lose his seniority and his employment may cease for any one (1) or more of the following reasons:
- (a) the employee resigns; or
 - (b) the employee is discharged by the Town and not reinstated; or
 - (c) the employee has been on lay-off continuously for twelve (12) months; or

- (d) the employee fails to return to work after being recalled in accordance with Article 8, Clause 8.05; or
- (e) the employee is absent from work without a reasonable/acceptable explanation for a period of two (2) or more working days; or
- (f) the employee fails to return to work on the day specified in accordance with an approved leave of absence without a reasonable/acceptable explanation.

7.04 Seniority shall be the determining factor in matters of promotion, demotion, transfer, lay-off and recall subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record.

ARTICLE 8 - LAY-OFF AND RECALL

- 8.01 (a) In the event of the lay off of a permanent employee, he shall be given fourteen (14) calendar days advance notice.
- (b) In the event of the layoff of any other employee, he shall be given fourteen (14) calendar days advance notice. After September 15th of each year, the Employer has the right to contract outstanding work for the remainder of the season.

No permanent employee within the bargaining unit shall be terminated, laid off, or have hours reduced as a result of contracting out of services, or as a result of non-bargaining unit employees performing the work of the bargaining unit.

No position or classification within the bargaining unit shall be reduced or eliminated as a result of contracting out, or as a result of non-bargaining unit employees performing work of the bargaining unit.

- 8.02 In lieu of the appropriate period of notice in 8.01, the Town shall pay the employee for the number of days he would have worked in the notice period.
- 8.03 When reducing staff, senior permanent employees will be retained providing they have the necessary knowledge, skills, and abilities to perform the required work.
- 8.04 Employees will be recalled to work in order of seniority providing they have the necessary knowledge, skills, and abilities to perform the required work.
- 8.05 Notification of recall will be done either by registered letter to the employee's last known address on file with the Town or by direct contact with a management representative of the Town.
- 8.06 Failure to be available for work within sixteen (16) calendar days of receipt of notification of recall shall result in loss of seniority and any further right of recall.

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

ARTICLE 9 - JOB POSTING

- 9.01 The Town will attempt to ensure that all employees are aware of vacant positions in the bargaining unit, including temporary and vacant positions, by posting a notice on the bulletin board for a minimum of seven (7) calendar days. Such notice shall be posted within 30 days of the position becoming vacant or created and contain the classification of the position, the general duties, the qualifications required including necessary knowledge, skills and abilities, the wage rates and other pertinent information which the Town may deem necessary.
- 9.02 The Town may run coincidental outside advertisements for any vacant position. External applicants shall be considered only after internal applicants.
- 9.03 When promoting internal applicants over other candidates for a position, their knowledge, skills, abilities, and performance records will be primary factors. Where these factors are relatively equal, seniority shall be the deciding factor.
- 9.04 Trial Period
- (a) An employee who has been promoted will be allowed a trial period of thirty (30) days worked in the new position. During the trial period if the applicant proves to be unsatisfactory, the Town may remove the employee from the position and revert **them** to **their** former position and wage rate without any loss of seniority.
- (b) When an extension of the trial period is requested by the Town or the Union, and is agreed to by both parties, the employee shall be notified of such extension prior to the end of the trial period. The maximum extension of the trial is six (6) consecutive months from the date of appointment.
- (c) Any other employee promoted or transferred because of the trial period shall revert back to their former position without loss of seniority and with no recourse to the grievance and arbitration.
- 9.05 When an employee is promoted, **their** new salary will be the salary of **their** new job which is next highest to **the** former job.
- 9.06 If a permanent vacancy has not been filled for a period of three (3) months, on receipt of a request from the Union, the Town will provide a brief explanation and indicate when the position may be filled permanently.
- 9.07 It is understood that the Town may make a temporary appointment up to three (3) months, if necessary, while awaiting the appointment of an applicant under 9.01 above.

- 9.08 In the event an employee in the bargaining unit is appointed to a non-union position, the posting procedure shall be delayed for thirty (30) days probationary period.

ARTICLE 10 - SAFETY AND HEALTH

- 10.01 The Town shall make reasonable provisions for the safety and health of its employees during their hours of employment and provide protective devices and other equipment necessary to protect employees from injury or illness. The Union may bring to the attention of the Town any suggestions it may have regarding employee safety and health.
- 10.02 The Town agrees to provide coverage for all employees under the *Workers Compensation Act* of Manitoba.
- 10.03 (a) Upon submission of receipts, permanent employees, and seasonal employees after eight (8) months continuous employment will be entitled to reimbursement of up to two hundred and fifty dollars (\$250.00) once in every **calendar year** towards the purchase of C.S.A. approved safety footwear for employees who are required by *Workplace Safety and Health* to wear C.S.A. approved safety footwear.
- (b) **Employees who do not purchase safety boots in any given year, may bank the contribution into the next calendar year, which will allow an employee to claim up to twice the maximum allowance in that year.**
- (c) Casual/seasonal employees will be required to complete three (3) months of employment to be eligible for the above to a maximum of \$75.00 once in every **calendar year**.
- (d) **Permanent employees who have purchased safety footwear and resign or leave employment with the Town of Neepawa in a period less than six (6) months following the purchase of safety footwear, may be subject to a deduction from the employees' wage upon severance. The amount deducted will take into account the cost of the safety footwear apportioned across a twelve-month period, and then multiplied by the number of months or portion thereof, that the individual would no longer be employed by the Town. Before making any deduction, the Employer will take into account any circumstances beyond an employees' control which necessitate the resignation. (i.e., unforeseen illness or injury)**
- 10.04 Uniforms/Outerwear
- (a) The Employer will provide **permanent public works and utility employees with municipally owned uniforms and all-season outerwear consisting of five (5) pairs of pants, five (5) shirts, one (1) insulated (ski)pant, one (1) winter jacket, and one (1) rain jacket for those requiring one.**

- (b) All clothing provided to an employee must be **signed for by the recipient and must be returned** when replacement issue is required. All clothing remains the property of the Town and reasonable care is required of employees receiving same.
- (c) **The cost of all such clothing not returned upon severance of employment shall be deducted from the employees' wages as follows:**
- i. **Uniforms – actual replacement cost per item, as invoiced by the supplier.**
 - ii. **Outerwear – actual cost, subject to a depreciation of five (5) percent off the purchase price for each month or portion thereof, that the article was used.**

10.05 Identification

All employees subject to this Agreement shall wear proper Town-supplied identification, when required.

10.06 Communication Devices

- (a) The Employer will provide a maximum monthly cell phone allowance to each permanent full-time employee as follows:

- \$60 per month for employees in Public Works; and
- \$70 per month for employees in Water Treatment.

The amounts paid shall be the **lesser of the full cell phone plan expense, or the maximum as above. Payments shall be made every three months, or within one pay period thereafter as receipts are submitted. Payments shall be verifiable by the submission of the cellular provider billing for the phone plan, showing the services and/or plan, issued in the name of the employee or designate, the associated cost, taxes and total.**

- (b) Due to the impacts of maintaining on-call service, consideration will be given, upon the expiry of current employee-owned phones/contracts, for the Employer to provide municipally owned cell phones with all costs accruing to the Employer.
- (c) The use of a communication device for any purposes while operating a vehicle or equipment is strictly prohibited and any accident or incident resulting from the negligence of an employee in the use of a communication device may result in disciplinary action, except as permitted under *The Highway Traffic Act*.
- (d) **The Employer shall provide a monthly cell phone allowance equal to 50% of the amounts referenced in Clause (a) to employees serving a probationary period. Should a probationary employee be placed into an on-call rotation during their probation, the full rate of (a) shall be applicable to them.**

- 10.07 The Employer shall, as time and conditions permit, inaugurate, and maintain a system of "on-the-job" training so that employees shall have the opportunity to receive training.
- 10.08 Training and education relevant to the performance of position duties will be mutually agreed to between employees and the Employer. All related expenditures will be reimbursed as per existing expenditure policy of the Employer, with hours applicable to training and travel compensated as substantiated. If available, an Employer-supplied vehicle may be provided.
- 10.09 The Town and the Union shall promote the realization by employees of their individual responsibility to prevent accidents to themselves and their fellow employees during hours of work.
- 10.10 Employees shall conduct themselves in the performance of their duties and the handling of Town equipment so as to minimize the possibility of injury to the public at large or damage to Town equipment.
- 10.11 Workplace Safety & Health Committee
- (a) The Town and the Union agree to the establishment of a joint Workplace Safety and Health Committee in a workplace. The size of the committee shall include union representation of not less than two (2) or more than six (6) members with the number of management representatives being less than or equal to the number of union representatives.
- (b) Each party shall elect/appoint its representatives annually to a committee freely and without interference, with recognition that all divisions be reasonably represented.

ARTICLE 11 - MANAGEMENT RIGHTS

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

ARTICLE 12 - LABOUR MANAGEMENT MEETINGS

- 12.01 The Town and the Union shall each name a minimum of two (2) persons who will meet as required to discuss matters of mutual concern during the period of this Agreement's operation. Meetings will take place no less than quarterly, four (4) times a year.

ARTICLE 13 - GENERAL HOLIDAYS

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

| | | |
|--|------------------------|------------------|
| New Year's Day | Victoria Day | Thanksgiving Day |
| Louis Riel Day | Canada Day | Remembrance Day |
| Good Friday | First Monday in August | Christmas Day |
| Easter Monday | Labour Day | Boxing Day |
| September 30, National Day for Truth and Reconciliation | | |

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

13.02 An employee is entitled to **their** regular pay for a general holiday on which **they do** not work provided the employee did not absent **themselves** from work without **their** supervisor's consent on the regular working day immediately preceding or following the general holiday.

13.03 Any employee required to work on a general holiday will, in addition to general holiday pay, be paid one and one-half times (1 ½ x) **their** regular pay for such time worked.

13.04 Where the general holiday falls on an employee's scheduled day of rest, such employee shall be granted an additional day off with pay within thirty (30) calendar days following the general holiday at a time mutually agreed to between the employee and the Town.

ARTICLE 14 - ANNUAL VACATIONS

14.01 For the purposes of this Agreement, a vacation year is the period beginning on January 1 and ending December 31 of any calendar year.

14.02 Vacation leave credits are calculated based on accumulated service.

14.03 Permanent employees shall be entitled to annual vacation with pay on the basis of:

- (a) three (3) weeks' annual vacation with pay upon the completion of one (1) or more full continuous years of service at the end of the current calendar year
- (b) four (4) weeks' annual vacation with the completion of five (5) or more full continuous years of service at the end of the current calendar year
- (c) five (5) weeks' annual vacation with pay upon the completion of ten (10) or more

- full continuous years of service at the end of the current calendar year
- (d) six (6) weeks' annual vacation with pay upon the completion of twenty (20) or more full continuous years of service at the end of the current calendar year

14.04 Vacation scheduling and approval process:

- (a) Seniority shall apply to the selection of vacation dates.**
- (b) Requests for preferential vacation dates shall be submitted in writing, no later than March 21 of each year.**
- (c) The Employer shall confirm the preferential dates proposed by each employee, or if necessary, discuss alternate dates with the employees. Dates are deemed to be confirmed by March 31 if the Employer does not contact the employee to discuss alternate dates.**
- (d) Employees shall be granted their preferred vacation period where operationally feasible, or at such time as shall be mutually agreed between the Employer and the employee. However, vacation approvals may be limited to a maximum of two (2) employees from the Public Works Department and one (1) Utility Operator for the same day(s) or time period.**
- (e) Changes to any approved preferential vacation shall be at the discretion of the Employer, taking into consideration any adjustments that may be necessary to resolve as a result of the requirement in (a).**
- (f) Duration of vacation shall be no more than two (2) weeks per continuous occurrence except as approved by the Employer, or to accommodate special circumstances.**
- (g) Barring any requirement to alter preferential dates per (e), following the preferential March intake, any dates not selected shall be considered available to all employees. These requests shall be approved on a first come first served basis with employees making their requests in writing at least thirty (30) days in advance wherever possible.**
- (h) Employees shall endeavour to schedule all vacation for the given year, no later than September 30. Following this date, the Employer shall meet with Employees to mutually arrange any unscheduled vacation. If mutual agreement cannot be reached by October 31, the Employer may schedule any such remaining vacation to be taken prior to the end of the calendar year.**

- 14.05 No vacation shall be earned during periods of unpaid leave of absence in excess of five (5) consecutive working days.**

- 14.06 Subject to mutual agreement between the employee and the Employer, a maximum of ten (10) days of vacation may be requested by the employee to be carried over from one year to the following year. Such carryover shall not be cumulative from year to year. Such request shall be made in writing by December 1st in any given year. **Such requests shall not be unreasonably denied.**
- 14.07 Vacation earned in any vacation year is to be taken in the following vacation year, unless otherwise mutually agreed between the employee and the Employer.
- 14.08 Where an employee is hospitalized during **their** scheduled vacation period, there shall be no deduction from **their** vacation credits for the period of absence requiring hospitalization. The employee must notify the Town of the occurrence of being hospitalized, provide proof of hospitalization upon **their** return to work and the Town shall make the required deductions from sick leave accumulations and pay the employee wages for the period.
- 14.09 Temporary and seasonal employees shall be paid vacation pay on each biweekly pay period in lieu of vacation time in accordance with *Manitoba Employment Standards* rates reflecting years of service.

ARTICLE 15 - HOURS OF WORK

15.01 Public Works Employees

- (a) The normal work week for employees shall be from Monday to Friday, eight (8) hours per day and forty (40) hours per week between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a one (1) hour meal period each full day, and except as otherwise may be provided for in this Agreement.
- (b) Where the Employer's operations require work weeks other than Monday to Friday or hours of work other than eight (8) hours between 6:00 a.m. and 6:00 p.m., such adjustments shall be by mutual consent between the Employer and the Union and such consent by the Union shall not be unreasonably withheld.
- (c) Hours worked in excess of eight (8) hours per day or any hours worked in excess of forty (40) hours weekly will be compensated for overtime as per the terms of this Agreement.

15.02 Treatment Plant Operators

- (a) Due to the nature of the services performed being an essential service, the normal workweek for employees shall be from Monday to Sunday. Operators will be paid eighty (80) hours bi-weekly for work performed between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a one (1) hour meal period each full day, and as further provided for in this Agreement by way of Letter of Understanding, attached as

Schedule "B".

- (b) Hours worked in excess of eighty (80) hours biweekly will be compensated for overtime as per the terms of this Agreement, except as otherwise may be provided for in this Agreement.
- 15.03 The Employer reserves the right to mutually negotiate flex-time work arrangements with employees, if circumstances require the covering of work shifts outside the regular working hours specified.
- 15.04 Employees are entitled to a fifteen (15) minute paid rest period during each three and a half (3 1/2) consecutive hours worked.
- 15.05 An employee who reports for work as scheduled but is unable to commence or continue **their** duties for reasons beyond **their** control and is sent home, shall receive a minimum of three (3) hours pay at **their** regular rate, or as dictated by provincial regulations.
- 15.06 Provided the Town gives two (2) weeks' notice on the schedule of the employees, or shorter notice if mutually agreed between the employee and the Employer, the Town reserves the right to temporarily change the normal starting time, the normal finishing time, and the normal days of work.
- 15.07 Notwithstanding Article 28.01, the Water and Wastewater Treatment Supervisor shall perform the duties of Operators, when Operators, who normally perform the work, are absent or unavailable for any reason. In consideration of this clause, the following shall apply:
- In the absence or unavailability of an Operator, the additional days of work will be offered to the next available Operator(s). If no Operator is able to cover the required workdays, then the Water and Wastewater Treatment Plant Supervisor shall perform the duties.
- Operators shall be entitled to a rest period of no less than twenty-four (24) consecutive hours each week thus limiting the consecutive duration of workdays to a maximum of six (6) days.

ARTICLE 16 - OVERTIME

- 16.01 When it is necessary for an employee to work overtime, the employee shall not be required to take time off **their** regular working hours in lieu of overtime pay.
- 16.02 Overtime work shall be distributed equitably among employees who normally perform the work required.
- 16.03 Employees shall not be required to suspend work during their regular working hours for

the purpose of absorbing overtime.

16.04 (a) Public Works Employees

Overtime rates of one and one-half ($1\frac{1}{2}$ x) the employee's regular hourly rate of pay shall apply for times worked in excess of eight (8) hours per day or forty (40) hours per week providing such time has been authorized by the Town.

(b) Treatment Plant Operators

Overtime rates of one and one-half times ($1\frac{1}{2}$ x) the employee's regular hourly rate of pay shall apply for times worked in excess of eighty (80) hours bi-weekly and excepting as provided by way of letter of understanding and includes times during standby for which attendance on site is required, providing such time has been authorized by the Town. For times during standby periods during which no site attendance is required, overtime rates shall not apply.

16.05 Time Off In lieu of Overtime

(a) **Instead of cash payment for overtime, an employee may maintain a bank of overtime hours up to a maximum of forty (40) hours of overtime per calendar year in the bank at any time.**

(b) **Any overtime worked beyond the maximum hours having been banked, shall be paid out. Banked hours shall be replenishable to the bankable maximum at the discretion of the employee, as overtime is worked. Banked time shall not be cumulative 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 hours utilization shall not be unreasonably denied but is subject to operational requirement. An employee may, subject to the approval of the Employer:**

- i. **book overtime as time off in lieu to be used as vacation during the year the overtime was incurred. Such time off in lieu shall be limited to the maximum overtime hours allowed in the overtime bank at any one time.**
- ii. **carry over banked overtime from one year into the following year an amount equal to or less than the maximum overtime hours allowed in the overtime bank. Any banked hours approved for carry over shall be used no later than March 31st of the following year, and if not used by that date, shall be paid out at the rate in place at the previous calendar year end. Any request for carry over must be made prior to November 30th in any given year.**

16.06 An employee who is not on standby, but because of an emergency, is called out for duty at any time after **their** regular work period shall be free when the emergency is over and shall nevertheless be paid a minimum of three (3) hours at overtime rate. Upon call-out, if it is stated to the employee that the work will take less than two (2) hours, the employee

shall be paid two (2) hours at the overtime rate.

ARTICLE 17 - STANDBY AND CALL OUT

- 17.01 Standby coverage will be in effect from the end of each regularly scheduled day shift until the start of the next regularly scheduled day shift, Monday to Thursday, and from Friday at the end of the regularly scheduled day shift until the start of the regular day shift on the following Monday. In the case of the Treatment Plant, such standby to exclude those hours applicable to the regularly scheduled shifts for Saturday and Sunday.
- 17.02 Remuneration for standby service shall consist of two dollars (\$2.00) per hour of standby time.
- 17.03 Should the coverage include a holiday, an additional one dollar (\$1.00) per hour shall be provided.
- 17.04 Eligibility for standby means that an employee designated for standby must be available during the period of standby at a known telephone number, or by another method of communication as mutually agreed between the supervisor and the employee and must be available to return for duty within one-half (1 2) hour, if necessary and authorized.
- 17.05 The standby payment includes the responsibility to respond to phone calls and other forms of electronic communication or technology, which do not include a return to work. In instances whereby, the individual on standby is contacted by way of an alarm (deemed to represent 2 contacts or calls per alarm), the individual shall be compensated one-half hour of pay at the regular rate of pay for each alarm. In the event that there are three (3) or more alarms in one (1) standby period, contact will be made with the Water and Wastewater Supervisor who will either resolve the issue or approve the operator to attend the plant should attendance be deemed necessary.
- 17.06 Standby pay will not be paid for those hours of overtime worked during the standby period.
- 17.07 Employees shall be designated for standby coverage on a weekly rotational basis.
- 17.08 When an employee has completed the work for which **they were called, they will** continue to be "on standby" as required.
- 17.09 Failure to respond to a call out during the employee's scheduled standby duty may result in forfeiture in payment for the call-out; opportunity for overtime for the call out; and may be subject to disciplinary action.
- 17.10 (a) When an employee who is not on standby is called out to work, all time worked shall be paid at one and one-half times (1 ½ x) **their** regular rate of pay for a minimum of three (3) hours. If, however, upon call-out, it is stated to the employee that the work will take less than two (2) hours, the employee shall be paid two (2) hours at the

overtime rate.

- (b) When an employee who is on standby is called out to work, all time worked shall be paid at one and one-half times (1 ½ x) **their** regular rate of pay.
- 17.11 The Treatment Plant Operator who is on-call shall be responsible for contacting the appropriate Public Works staff to return to work or if the situation is related to the water treatment plant shall make **themselves** immediately available to return to work.
- 17.12 When a call out is made requesting attendance of Public Works employees after regular working hours Monday to Friday, a cellular phone text message shall be sent by the Treatment Plant Operator who has call duty to all Public Works employees.

The Employer shall be notified Mondays during the morning of a Public Works employee who shall be designated as the on-call person for the following Monday through Friday period.

There shall be a response back to the texted issue by at least one (1) Public Works employee within one half hour (1/2) of the texted message being sent, failing which, (and barring justifiable unforeseen circumstances), the Public Works employee who has been designated as the on-call person for the period, may be subject to disciplinary action.

ARTICLE 18 - LEAVE BENEFITS

18.01 Sick Leave

An employee is only permitted to be absent from work on sick leave by reason of being unable to perform the duties of **their** position due to illness or injury. The employee shall only be paid for such absences on his scheduled days of work and providing **they have** accumulated sick leave credits. Paid absences on sick leave will be deducted from sick leave credits. Should the Employer request a medical certificate, it shall be at the sole expense of the Employer.

- 18.02 Sick leave credits shall accumulate at the rate of one and one-half (1 ½) days per month worked to a maximum of one hundred and fifty (150) working days.
- 18.03 Employees shall notify their immediate supervisor or other designated officer of their sickness or inability to perform their regular duties prior to the scheduled start time of their shift or as soon as practicable, indicating the reasons for, and the probable duration of such absence or inability.
- 18.04 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving sick leave benefits.

18.05 The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union agrees to work with management in the review of sick leave utilization.

18.06 An employee who, in respect of an illness or injury resulting from a motor vehicle accident, receives wage loss replacement benefits from an automobile insurance plan and to the extent that such benefits and paid sick leave exceed the employee's normal salary then that employee will reimburse the Town the amount of paid sick leave received. The employee's sick leave will be reinstated and the repayment to the Town shall be done in an orderly manner.

18.07 Illness for a Family Member

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

18.08 Bereavement Leave

Employees shall be entitled to bereavement leave of the following days at their regular straight time pay in the event of:

| | |
|--|----------------|
| (a) Death of an employee's spouse, child, stepchild, or grandchild, father, mother, son-in-law, daughter-in-law | Five (5) Days |
| (b) Death of an employee's brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, stepparents | Three (3) Days |
| (c) To attend a funeral as a pallbearer | One (1) Day |

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

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

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

18.09 If a death occurs for which bereavement leave is provided under this article, and the employee has scheduled vacation days, holidays, or banked time during the bereavement

period, bereavement leave shall be substituted for the scheduled vacation, holiday, or banked time.

18.10 Maternity, Parental and Adoption Leave

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

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

18.11 Witness or Jury Duty Leave

It is agreed that when employees are subpoenaed as a witness or are subpoenaed for jury duty providing the employee is not appearing as a witness in his own personal matters, the Town shall pay those employees the difference between their regular earnings and the payment they received for jury service or court witness excluding payment for traveling, meals or other expenses. The employee will present proof of services and the amount of pay received to the Director of Finance.

18.12 Compassionate Care Leave

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

18.13 Leave Without Pay

- (a) Applications for leave of absence shall be made to the employee's immediate supervisor who will review each request with the appropriate level of management on a case-by-case basis.
- (b) If an absence is approved, any benefits accruing to an employee at the beginning of a leave of absence without pay will be held in suspension until the leave of absence expires.
- (c) Leave of absence for the purpose of entering other employment shall be considered a voluntary termination of service with the Town.
- (d) Special arrangements may be made where practicable for an employee to carry contributory benefits during leave of absence without pay upon written request provided the employee pays the entire cost.

ARTICLE 19 - ACCESS AGREEMENT

- 19.01** A Union Representative must seek and obtain the prior approval of the Town before speaking with any employee during that employee's working hours. Where prior approval is not obtained, the employee shall not be paid for the period of time involved.
- 19.02** The Town shall not unreasonably deny access to a Union Representative for the purpose of brief conversations with any employee.

ARTICLE 20 - UNION BUSINESS

- 20.01** The Union shall advise the Town in writing of its shop stewards, officers, and committee representatives.
- 20.02** Employees authorized to be absent from work on approved Union business shall continue to be paid by the Town as follows:
- (a) Two (2) employees must attend a grievance meeting to represent the grieving employee's interests without loss of regular pay;
 - (b) Three (3) employees may attend negotiation or conciliation meetings without loss of regular pay.
- 20.03** The Town may grant a leave of absence without pay for Union business where it receives a written request from the employee or the Union at least fifteen (15) days in advance of the date of the requested leave. The Town shall grant reasonable requests for such leave of absence having regard for the length of the leave, compliance with the request requirements, the staffing complement in the Town's operation during the period of the leave or portions thereof and other relevant factors.
- 20.04** Local Union Representatives, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances. Such permission shall not be unreasonably withheld.

ARTICLE 21 - NO STRIKES OR LOCKOUTS

- 21.01** The Union and all its Representatives agree that there shall be no strikes, picketing, sit-down, slowdown, or any suspension of or stoppage of or interference with work during the term of this Agreement.
- 21.02** The Town agrees that it will not engage in any lockout during the term of this Agreement.

- 21.03** In the event that any employee(s) strike or take any action contrary to 22.01 above then the Union shall instruct said employee(s) to return to work and perform his usual duties.

ARTICLE 22 - EMERGENCY SERVICE

- 22.01** The Union agrees that in the event of a strike or other work stoppage, water and wastewater services shall be designated as essential to the safe operation of the Town of Neepawa to prevent damage to life, health, and safety. As such, the Union will provide emergency service sufficient to maintain the Town's water supply and sewage disposal system.

ARTICLE 23 - PROBATIONARY PERIOD

- 23.01** The normal probationary period for any new employee shall be one thousand and forty (1,040) regular hours of work. By mutual consent of the Union and the Employer, this period may be extended. **Such requests for extension shall not be unreasonably denied. The Employer shall meet with the employee no later than 520 hours into their probationary period for a performance review. Employees serving a probationary period may be terminated for just cause; however, no such termination shall be made in a fashion which is arbitrary, discriminatory, or in bad faith.**
- 23.02** An employee may be required to successfully complete a medical examination by a qualified medical practitioner to determine the employee's fitness to perform the work for which **they** were hired. Failure to obtain a medical certification of his fitness for **their** work shall result in the probationary employee's termination of employment.
- 23.03** Where an employee successfully completes **their** probation period, **they** shall then obtain seniority back to **their** last date of hire.

ARTICLE 24 - WAGES

- 24.01** Employees shall be paid at the rates of pay outlined in Schedule "A" attached to and forming part of this Agreement.
- 25.02** Pay day will be bi-weekly.
- 25.03** **When required by the Employer to assign an employee to temporarily perform the principal duties of a higher paying position, the employee shall receive the first rate in that salary range which exceeds the salary received in the employee's regular position for each full working day that the employee performs the principal duties of the higher paying position. Temporary assignments will be offered to the most senior employee provided they are qualified to perform the work required and are accepting of the assignment.**

25.04 Skilled Labourer III (Parks) will receive Charge Hand rate of pay for overseeing seasonal employees.

ARTICLE 25 - NO DISCRIMINATION

25.01 The Union and the Town agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of age, creed, race, colour, ethnic or national origin, physical disability, political or religious affiliation, sex or marital status, **sex including pregnancy and gender identity; gender-determined characteristics; sexual orientation; source of income; political belief; and physical or mental disability**, nor by reason of **their** membership or non-membership or activity in the Union, or any other applicable characteristic as set out in the *Manitoba Human Rights Code*.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Description

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

The job classifications and rates of pay of all employees affected by this Collective Agreement as set out in Schedule "A" shall form part of the Collective Agreement.

Letters of offer shall be provided to all new employees, including the salary scale, EFT, and a job description.

26.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior agreement with the Union.

ARTICLE 27 - JOB SECURITY

27.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all existing work or services normally performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part to any person, company or non-union employee.

ARTICLE 28 - BENEFITS

28.01 Health & Dental

The Employer shall provide to all employees Plan II AMM Health and Dental Benefits or equivalent with 100% paid by the Employer. Blue Cross is only available to full time staff.

28.02 Long Term Disability

The Employer agrees to pay 50% of the cost of the employees Long Term Disability Plan.


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


IN WITNESS WHEREOF, the parties have duly executed this Agreement:

SIGNED this 21st day of December, 2021


SIGNED ON BEHALF OF
TOWN OF NEEPAWA


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



MAYER


C.A.





SCHEDULE "A"

| Position | Progression Plan | 2021 | 2022 | 2023 | 2024 |
|---|--|-------|-------|-------|-------|
| | | 2% | 2% | 2.25% | 2.35% |
| UTILITY OPERATORS | | | | | |
| Entry Level | Start – No qualifications or experience | 23.63 | 24.11 | 24.65 | 25.23 |
| Utility Operator-in-training | OIT Certification – actively working to obtain all Level 1 courses | 25.17 | 25.68 | 26.25 | 26.87 |
| Utility Operator 1 | Class 1 Certification – Water Treatment 1, Water Distribution 1, Wastewater Treatment 1, and Wastewater Collection 1 | 26.39 | 26.92 | 27.52 | 28.17 |
| Utility Operator 2 | Class 2 Certification – Water Treatment 2, Water Distribution 2, Wastewater Treatment 2, and Wastewater Collection 2 | 27.70 | 28.26 | 28.89 | 29.57 |
| Utility Operator 3 | Class 3 certification – Water Treatment 3, Water Distribution 2, Wastewater Treatment 2, and Wastewater Collection 2 | 28.93 | 29.51 | 30.17 | 30.88 |
| PUBLIC WORKS | | | | | |
| Labourer I (Seasonal) | | | | | |
| Level 1 | Start - No qualifications or experience | 13.97 | 14.25 | 14.57 | 14.92 |
| Level 2 | 1040 regular hours of experience | 14.25 | 14.53 | 14.86 | 15.22 |
| Level 3 | 2080 regular hours of experience | 14.54 | 14.83 | 15.16 | 15.52 |
| Labourer II (Skilled - Seasonal) | | | | | |
| Level 1 | Start &/or 4160 regular hours of experience | 16.25 | 16.57 | 16.95 | 17.34 |
| Level 2 | 5,200 regular hours of experience | 16.59 | 16.92 | 17.30 | 17.70 |
| Level 3 | 6,240 regular hours of experience | 16.93 | 17.27 | 17.66 | 18.07 |
| Labourer III (Skilled) | | | | | |
| Level 1 | Start | 22.23 | 22.67 | 23.18 | 23.73 |
| Level 2 | Collection & Distribution 1 Certification | 22.83 | 23.28 | 23.81 | 24.37 |
| Level 3 | Collection & Distribution 2 Certification | 23.43 | 23.90 | 24.44 | 25.01 |
| Charge Hand | | | | | |
| Level 1 | Start | 23.31 | 23.77 | 24.31 | 24.88 |
| Level 2 | Collection & Distribution 1 Certification | 23.91 | 24.39 | 24.94 | 25.52 |
| Level 3 | Collection & Distribution 2 Certification | 24.52 | 25.01 | 25.57 | 26.17 |
| Lead Hand | | | | | |
| Level 1 | Start | 25.63 | 26.15 | 26.73 | 27.36 |
| Level 2 | Collection & Distribution 1 Certification | 26.23 | 26.76 | 27.36 | 28.00 |
| Level 3 | Collection & Distribution 2 Certification | 26.85 | 27.38 | 28.00 | 28.66 |

Recognized Trade: Employees who possess a recognized skilled trade will be compensated at Lead Hand rate of pay when the trade is required.

Individuals hired as a Utility Operator will be promoted through the levels of the wage grid upon obtaining the appropriate level of water treatment certification for that pay scale. It is understood that these operators will also be required, within a reasonable timeframe, to obtain all other listed certifications for that level as a condition of employment.

SCHEDULE "B"**LETTER OF UNDERSTANDING #01-2017****HOURS OF WORK TREATMENT PLANT OPERATORS**
(WATER & WASTEWATER)

In accordance with Article 15:02, to accommodate weekend rotation, Treatment Plant Operators, under normal operating conditions, shall be scheduled to work a block of rotation whereby the hours worked in every three (3) bi-weekly pay periods equate to an average of 80 hours bi-weekly (i.e., 76, 80 & 84). Every third week to begin with a weekend (shortened hours) and includes a seven (7) day stand-by rotation. For general holidays falling on a weekday, employees will only be required to physically work a four (4) hour shift. Schedule reflects two (2) union employees and one (1) non-union supervisor.

Members shall be paid 80 hours bi-weekly with consideration only for overtime if hours are in excess of 80 hours, or 84 hours if applicable to the bi-weekly pay period reflecting 84 hours. To qualify this arrangement, normal hours of work shall be recognized as follows:


| Employee 1 | | | | | | | | |
|------------|--------|--------|---------|-----------|----------|--------|----------|---------------------------------------|
| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Bi-Weekly Pay Period (Total Hours) |
| 1 | | 8 | 8 | 8 | 8 | | 4 | 80 |
| 2 | 4 | 8 | 8 | 8 | 8 | 8 | | |
| 3 | | 8 | 8 | 8 | 8 | 8 | | 76 |
| 4 | | 8 | 8 | 8 | 8 | | 4 | |
| 5 | 4 | 8 | 8 | 8 | 8 | 8 | | 84 |
| 6 | | 8 | 8 | 8 | 8 | 8 | | |

| Employee 2 | | | | | | | | |
|------------|--------|--------|---------|-----------|----------|--------|----------|---------------------------------------|
| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Bi-Weekly Pay Period (Total Hours) |
| 1 | | 8 | 8 | 8 | 8 | 8 | | 76 |
| 2 | | 8 | 8 | 8 | 8 | | 4 | |
| 3 | 4 | 8 | 8 | 8 | 8 | 8 | | 84 |
| 4 | | 8 | 8 | 8 | 8 | 8 | | |
| 5 | | 8 | 8 | 8 | 8 | | 4 | 80 |
| 6 | 4 | 8 | 8 | 8 | 8 | 8 | | |


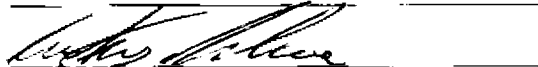
| Employee 3 | | | | | | | | |
|------------|--------|--------|---------|-----------|----------|--------|----------|---------------------------------------|
| Week | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Bi-Weekly Pay Period (Total Hours) |
| 1 | 4 | 8 | 8 | 8 | 8 | 8 | | 84 |
| 2 | | 8 | 8 | 8 | 8 | 8 | | |
| 3 | | 8 | 8 | 8 | 8 | | 4 | 80 |
| 4 | 4 | 8 | 8 | 8 | 8 | 8 | | |
| 5 | | 8 | 8 | 8 | 8 | 8 | | 76 |
| 6 | | 8 | 8 | 8 | 8 | | 4 | |

Dated this 21st day of December, 2021 at Neepawa, Manitoba.

SIGNED ON BEHALF OF
TOWN OF NEEPAWA


M. P. C. A.
C.A.T.

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

MEMORANDUM OF AGREEMENT FOR 1735-01 RCMP COLLECTIVE AGREEMENT

SCHEDULE "A"

TO BE INCLUDED IN RCMP DOCUMENT

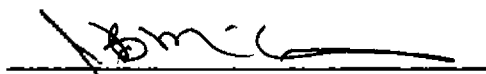

| SPRUCE PLAINS RCMP NEEPAWA OFFICE | | | | | |
|-----------------------------------|---------------------------|-------|-------|-------|-------|
| Position | Progression Plan | 2021 | 2022 | 2023 | 2024 |
| | | 2% | 2% | 2.25% | 2.35% |
| CASUAL/PART TIME | | | | | |
| Step 1 | Start (Training Rate) | 16.21 | 16.53 | 16.90 | 17.30 |
| Step 2 | 910 hours of experience | 17.45 | 17.80 | 18.20 | 18.63 |
| Step 3 | 1,820 hours of experience | 18.70 | 19.07 | 19.50 | 19.96 |
| CLERK II | | | | | |
| Step 1 | Start (Training Rate) | 20.56 | 20.97 | 21.45 | 21.95 |
| Step 2 | 910 hours of experience | 22.42 | 22.87 | 23.38 | 23.93 |
| Step 3 | 1,820 hours of experience | 24.29 | 24.77 | 25.33 | 25.92 |
| CLERK I | | | | | |
| Step 1 | Start (Training Rate) | 22.54 | 22.99 | 23.51 | 24.06 |
| Step 2 | 910 hours of experience | 24.39 | 24.88 | 25.44 | 26.03 |
| Step 3 | 1,820 hours of experience | 26.24 | 26.78 | 27.38 | 28.03 |

All other changes made to the 1735-01 Agreement during the 2021 collective bargaining shall be subsequently so amended in the 1735-01 RCMP Collective Agreement.

Where wording/numbering is not an exact match, the change shall be made so as to match the intent of the negotiated change. Any differing language, articles, or clauses not negotiated to change shall remain within the RCMP Collective Agreement.

Dated this 21st day of December, 2021 at Neepawa, Manitoba.

SIGNED ON BEHALF OF
TOWN OF NEEPAWA


MAYOR

CAO

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

