

COLLECTIVE AGREEMENT

BETWEEN

CUPE / Canadian Union
of Public Employees
LOCAL 1002
(Hereinafter called the "Union")

AND

CITY OF PORTAGE LA PRAIRIE
(Hereinafter called the "Employer")

TERM OF AGREEMENT:

JANUARY 1, 2024 TO DECEMBER 31, 2026

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ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both Parties to this Agreement:
- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union,
 - 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.,
 - 3) to encourage efficiency in operations,
 - 4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;

Now therefore the Parties agree as follows:

ARTICLE 2 - UNION RECOGNITION

- 2.01 In accordance with Certificate No. 1068, Certificate No. 2420 and Certificate No. 6330 granted by the Manitoba Labour Board issued on August 12th, 1966, June 2nd, 1972 and April 3, 2006 respectively, the Employer acknowledges that employees who are subject to the provisions of this Agreement have selected the Union as their sole and exclusive bargaining agent and recognize the Union as such for all employees in the said unit.
- 2.02 The Employer will negotiate with duly accredited Union Representatives on all matters affecting the employees who are subject to the provisions of this Agreement. The Negotiating Committee shall be composed of up to five representatives of the Union and up to five representatives of the City. The Employees shall not suffer loss of pay for time spent at Negotiating Committee meetings.
- 2.03 The Union agrees to give written notice stating the names, addresses and positions of the officers of the Union and any change in personnel thereof; for the purpose of maintaining amicable contact.
- 2.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing in any or all matters pertaining to this Agreement.
- 2.05 Whenever the singular, masculine, or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.
- 2.06 Union activities may be conducted during hours of duty of an employee of the City as permitted within this Agreement or with mutual consent of the employee(s) supervisor.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that it is the right of the City to exercise the regular and customary functions of management.

For greater certainty, this includes the right to:

- plan, direct, and control operations;
- maintain order and efficiency;
- hire, transfer, demote, and promote employees;
- discipline employees, include to suspend or discharge, for just cause;
- set policies and procedures of the workplace, in consultation with the Union where appropriate.

3.02 It is understood that the exercise of the foregoing management rights by the City shall be subject to the provisions of this Agreement, and the City agrees it will exercise their rights fairly and not in a discriminatory or arbitrary manner.

3.03 Non-Union employees, of the City shall act in a supervisory capacity and shall not perform any work regularly performed by workers, except in case of an emergency or for the purpose of instructing and training employees and understanding procedures.

ARTICLE 4 - DEFINITIONS

4.01 Permanent Employee

A permanent employee is any employee who has successfully completed the probationary requirements of a position and is filling a position within the permanent establishment of the City as determined by Council. Seniority will begin as of the original date of employment.

4.01 (a) Full Time Employee who works the minimum number of hours as specified in article 9.01(A) to (E).

Part Time Employee who on a regular and recurring basis works less than the minimum number of hours as specified in article 9.01 (A) to (E).

4.02 This Collective Agreement is fully applicable to all employees, including temporary, seasonal or casual, unless otherwise specified but is not applicable to employees as are required to complete government sponsored projects.

4.03 Probationary Employee

A probationary employee means any new employee of the City in the process of filling the initial six (6) month probationary requirements. This probationary period may be extended by mutual agreement between the City and the Union.

4.04 (a) Temporary Employee

Temporary employees are those employees hired to perform a specific task, or for a specified period of time.

Where the continuous term of employment exceeds six (6) months that employee shall be deemed a permanent employee.

A temporary employee shall be paid the rate of pay of the position they assumes.

Temporary employees shall be governed by the terms and conditions of Appendix "B" attached to and forming part of this Agreement.

4.04 (b) Seasonal Employee

Seasonal employees shall be employees hired for a specified period of time or, for the completion of a specified job, or, until the completion of a specified event. Employees under this designation, excluding the Parks Division, shall not normally work in excess of six consecutive months between the dates of April 15 and November 15. In the event that they are employed outside the aforementioned period they shall be considered "temporary" employees during that period.

This clause applies only to employees hired initially after January 1, 2005.

4.04 (c) Parks Seasonal Employee

Seasonal employees shall be employees hired for a specified period of time or, for the completion of a specified job, or, until the completion of a specified event. Employees under this designation shall not normally work in excess of seven (7) consecutive months between the dates of April 1 and November 30. In the event that they are employed outside the aforementioned period they shall be considered "temporary" employees during that period.

4.05 Casual Employee

Casual employees are defined as those employees who are employed, for periods of fifteen (15) continuous working days or less.

When a casual employee works sixteen (16) continuous working days, he shall be deemed a temporary employee as per 4.04 above.

A casual employee shall be paid the rate of pay of the position he assumes. Casual employees shall be governed by the terms and conditions of Appendix "B" attached to and forming part of this agreement.

4.06 Government Sponsored Projects

In order to encourage co-operation with other levels of Government, the City may hire such additional employees to complete Government sponsored make-work projects at such wage rates and conditions as the City may from time to time establish. Prior to the commencement of such projects, the City agrees to notify the Union of any Government sponsored projects, the duration of the project and the rates of pay and to discuss and finalize such arrangements.

The City agrees that such projects shall be to provide an increased service level only and shall not infringe on the positions within the Collective Agreement.

4.07 CO-OP Programs

The Union agrees that the City may implement a Work Co-operative program for the purpose of providing work experience to students enrolled in recognized educational co-operative programs. The purpose of the program will be to provide an increased service level, and all positions within the program that fall within the scope of the collective agreement will be entitled to all rights and benefits of the agreement. No permanent or temporary full or part-time employee will be terminated, laid off, or have their work week reduced as the result of the implementation of the Co-op program.

Prior to the implementation of this program, the City and the Union must agree that the proposed position falls within the scope of the Co-op program. The City will notify the Union at least 30 days prior to the implementation of such programs. For new positions under the program, the Union and City will meet to determine the position description and classification using the process established under the Joint Job Evaluation Plan.

4.08 Job Share

The City and Union jointly affirm that programs which encourage employees to retain their employment with the City are of mutual benefit. One method of ensuring that this occurs is through Job Sharing arrangements such as the Supplementary Agreement. Requests for job sharing will be employee initiated through the Department Head and will be granted at the discretion of the City.

4.09 "Basic Pay" = normal assigned hours of work times the employee's hourly rate.

"Normal Earnings" = sum of basic pay and overtime pay and standby pay and shift premium averaged over four (4) weeks.

4.10 Job Classification

The assignment of a job to a category of jobs grouped together based on ratings in accordance with the Job Evaluation Plan.

ARTICLE 5 - CHECKOFF

5.01 The Employer agrees to deduct the amount of bi-weekly dues as determined by the Union on a bi-weekly basis from the salaries of each and every employee covered by this Agreement.

5.02 Deductions shall be made from the bi-weekly cheque that is issued to an employee and turned over to the Secretary-Treasurer of the Union by the City's next regular semi-monthly cheque run and shall be accompanied by a list of names of those employees from whose salaries deductions have been made and the amount of such deductions. The list shall indicate the amounts of basic pay, overtime pay, standby pay and shift premium included in the employee's bi-weekly cheque.

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

ARTICLE 6 - GRIEVANCES

6.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

6.02 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be Employees of the Employer. The personnel of such Committees shall be communicated to the Employer in writing within ten (10) working days of any change of personnel.

6.03 Should a dispute arise between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of the Agreement, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

The aggrieved employee(s), together with a Steward, shall submit verbally, to them immediate Supervisor and Division Manager any allegations that the Collective Agreement has been violated and the Division Manager shall, within ten (10) working days, inform the aggrieved employee and the Union of their disposition of the alleged grievance. No grievance shall be processed after fourteen (14) calendar days have elapsed from the date at which the employee(s) should have known of the alleged grievance.

Step 2

Failing satisfactory settlement of the Grievance at Step 1 of the Grievance Procedure and if the Chairperson of the Grievance Committee considers the grievance to be justified, the grievance shall be submitted to the Department Head in writing and the Department Head shall provide a decision in writing to the employee and Union within ten (10) working days of receipt of the employee's grievance.

Step 3

Failing satisfactory settlement of the grievance at Step 2, the employee concerned shall, within ten (10) working days after completion of Step 2, submit with the Grievance Committee, a written statement of the particulars of the case and redress sought to the City Manager. The City Manager shall reply to the employee and the Union, in writing, within ten (10) working days of receipt of the employee's grievance.

Step 4

Failing satisfactory settlement at Step 3, the Union shall have the right to refer the dispute to an Arbitration Board, **no later than fifteen (15) days after receipt of the decision of the City Manager pursuant to the provisions of *The Labour Relations Act*.**

- 6.04 Grievances settled satisfactorily within the time allowed, shall date from the time the grievance was filed or as negotiated.
- 6.05 The City will supply the necessary facilities for grievance meetings.
- 6.06 The time limits fixed in the Grievance Procedure may be extended by mutual consent, in writing, of the Parties to this agreement. Failure to respond or file within the timelines shall deem the grievance in favour of the other party.
- 6.07 At any stage of the Grievance Procedure, the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring Parties to have access to any part of the Employer's premises relevant to the grievance, to view any working conditions which may be relevant to the settlement of the grievance. The facilities of the Human Resources Division may be available to the Union if so desired, but not the records thereof unless accompanied by the griever.
- 6.08 Any allegation by the Employer that the Collective Agreement has been violated shall be referred by the City Manager to the Chairperson of the Grievance Committee and failing settlement within ten (10) working days, the Employer shall have the right to process the alleged grievances through Arbitration.
- 6.09 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

- 6.10 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance and Arbitration procedures.

ARTICLE 7 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 7.01 Disciplinary measures will be appropriate to their cause and to the principles of progressive discipline. An employee who has completed their probationary period may be dismissed only for just cause and only on the authority of the City Manager. A Department Head may suspend an employee for just cause but shall immediately report such action to the City Manager. The Division Manager may proceed to the written warning stage of the progressive discipline procedure. If a Department Head deems it necessary to censure an employee and indicates that dismissal may follow, the City Manager shall, within seven (7) calendar days thereafter give written particulars to the employee with a copy to the Union.
- 7.02 An employee may have a representative of the Union present during any hearings dealing with discharge, suspension or discipline. The Employer, when possible, shall give the employee advance notice of such hearing.
- 7.03 An employee considered by the Union to be wrongfully suspended shall be entitled to a hearing under Article 6 - Grievances. Steps 1 and 2 of the Grievance Procedure may be omitted in such cases.
- 7.04 Should it be found upon investigation and agreed on by the Employer and the Union, as hereinbefore stated that an employee has been unjustly suspended or discharged, such employee may be immediately reinstated in their former position without loss of seniority rating and may be compensated for the time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension.
- 7.05 The employee shall be notified in writing of the action and/or penalty, with a copy to the Secretary of the Union.
- 7.06 Providing reasonable notice is given, an employee shall have the right to have access to and review their personnel file under the supervision of an authorized representative of the City and shall have the right to respond in writing to any documents contained therein.
- 7.07 Where the Employer makes a written assessment of an employee's work performance the employee shall be entitled to receive a copy. The employee shall be advised of the short-comings of their work and of the standard of work required by the Employer. The employee shall sign the assessment, indicating only that they have read and understands the contents. They may elect to respond to the assessment, which shall become a part of their record.

- 7.08 The Employer affirms its commitment to the principle of progressive discipline and agrees that except in cases of extreme misconduct, discipline will proceed in stages, e.g. verbal warning, written warning, suspension(s), discharge, as appropriate.

ARTICLE 8 - ARBITRATION

- 8.01 In the event of any dispute arising between the Employer and any Employee(s) regarding the interpretation, meaning, operation or application of this Agreement including any question as to whether a matter is arbitrable, and in the event a satisfactory adjustment cannot be reached between the parties as stated in Article 6 - Grievances, either Party may submit such dispute to a Board of Arbitration by notifying the other Party in writing of its desire to do so. The notice shall contain the name of the person appointed to the Arbitration Board by the Party giving notice.
- 8.02 The Party to whom notice is given, shall, within seven (7) working days following receipt of notice, name the person whom it appoints to the Arbitration Board and shall advise the Party giving notice of the name of its appointee. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson after seven (7) working days the appointment shall be made by the Manitoba Labour Board upon request of the other Party.
- 8.03 The Board shall determine its own procedure, but shall give full opportunity to all Parties to present evidence and make representations.
- 8.04 The Board shall, if possible, commence its proceedings within forty-eight (48) hours after the Chairperson is appointed. It shall hear and determine the decision or allegation and attempt to render a decision within ten (10) working days from the time the Chairperson is appointed. The decision of the majority shall be the decision of the Board.
- 8.05 Decision of the Board
- The decision of the Board of Arbitration shall be final and binding on all Parties but in no event shall the Board of Arbitration have the power to alter, modify or amend this Agreement in any respect.
- 8.06 Disagreement on Decision
- Should the Parties disagree as to the meaning of the decision, either Party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within ten (10) working days.

8.07 Expenses of the Board

Each Party shall pay:

- 1) the fees and expenses of the Arbitrator it appoints;
- 2) one-half (1/2) the fees and expenses of the Chairperson.

8.08 Amending of Time Limits

The time limits in both the Grievance and Arbitration Procedure may be extended by consent of the Parties to this Agreement in writing.

8.09 Witnesses

At any stage of the Grievance or Arbitration Procedure the Parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangement will be made to permit the conferring Parties or the Arbitrators to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

- 8.10 Nothing herein shall prohibit the Parties from agreeing to a single Arbitrator. If the Parties so agree, the provisions of this Article relating to an Arbitration Board shall apply to the single Arbitrator.

ARTICLE 9 - HOURS OF WORK

- 9.01 No eight (8) hour shift shall be spread over a period longer than nine (9) hours with one (1) hour off for lunch. In case of an emergency, for example, a storm, an employee may be required to work shifts at the discretion and under the direction of the Division Manager. The Union shall be notified in writing as to the expected duration of such shift implementation.

In the event that working shifts imposes an unfair hardship on the employees concerned, this section shall be brought to the attention of the City Manager through the Grievance Procedure following such emergency.

A. Applicable to Clerical Employees - City Hall and Operations

The normal workweek for full time clerical employees shall consist of five (5) consecutive days Monday to Friday inclusive. The normal workday shall commence at 8:30 a.m. and finish at 4:30 p.m., with one (1) hour for lunch. An employee shall be granted a lunch break at a time designated by the City Manager.

Full time hours of work shall seven (7) consecutive hours per day and thirty-five (35) hours per week.

B. Applicable to Clerical Employees - R.C.M.P.

Full time hours of work shall be between 7½ and 10 consecutive hours per day with ½ hour for lunch and average 37½ hours per week over the period of one shift rotation.

The City agrees to consult with the Union prior to instituting a change to the existing shift schedule. Shift changes will require two weeks written notice and no shift shall commence within 48 hours of the end of the previous shift.

The “workday” shall be defined as the employees regular scheduled shift based on seven and one half (7.5) consecutive hours per day and thirty-seven and one half (37.5) hours per week based on rotation.

C. Applicable to Parks Division, Public Works Division, Engineering

Full time hours of work shall be eight (8) consecutive hours per day and forty (40) hours per week, Monday to Friday, exclusive of one-half (½) hour for lunch. The normal workday shall commence at 8:00 am and finish at 4:30 p.m. The normal workday shall commence at 8:00 a.m. and finish at 4:30 p.m., or for Parks Division it may commence at 7:00 a.m. and finish at 3:30 p.m.

However, the “workday” as indicated above may be varied for those employees working on the sweeper, snow removal equipment, and sander. If such change falls within the evening or midnight shift, the shift premium rates shall apply, for those hours worked in the specified range.

The “workday” as indicated above may be varied for those employees working on engineering projects as mutually agreed upon between the employee and their supervisor.

D. Applicable to Water Treatment Division

- a) Full time hours of work shall be eight (8) consecutive hours per day exclusive of one (1) hour for lunch and forty (40) hours per week, Monday to Friday and weekends, when scheduled. The normal work day shall commence at 7:30 a.m. and finish at 4:30 p.m., it being understood that weekend work days also begin at 7:30 a.m. and finish at 4:30 p.m. and further that the shift premium clause applies.
- b) **The Employer, where possible, will have the hours of shifts as stated above and will not change such shifts without seven (7) calendar days’ notice, except in the case of unforeseen or exceptional circumstances. If the hours of an employee’s shift are changed with less than seven (7) calendar days’ notice in**

circumstances which were not unforeseen, the employee shall be paid at one and one-half (1½) times the normal rate for the first shift of the new schedule.

E. Applicable to Wastewater Treatment Division and Utility Maintenance

1) Maintenance, Laboratory Technician, Pumping Station Maintenance

Full time hours of work shall be eight (8) consecutive hours per day, exclusive of one (1) hour for lunch and forty (40) hours per week, Monday to Friday, for the following:

Day Shift: 7:30 a.m. to 4:30 p.m. (1 hour for lunch)

2) Wastewater Operators

a) Full time hours of work shall be eight (8) consecutive hours per day, exclusive of one (1) hour for lunch and forty (40) hours per week, Monday to Friday and weekends when scheduled for the following:

Day Shift: 7:30 a.m. to 4:30 p.m. (1 hour for lunch)

b) **The Employer, where possible, will have the hours of shifts as stated above and will not change such shifts without seven (7) calendar days' notice, except in the case of unforeseen or exceptional circumstances. If the hours of an employee's shift are changed with less than seven (7) calendar days' notice in circumstances which were not unforeseen, the employee shall be paid at one and one-half (1½) times the normal rate for the first shift of the new schedule.**

9.02 Employees may be entitled to time off provided they are prepared to work the equivalent amount of hours granted as time off, at a time designated by the Supervisor.

9.03 Coffee Breaks

Employees are entitled to a coffee break of fifteen (15) minutes between 9:45 a.m. and 10:30 a.m. and 2:45 p.m. and 3:30 p.m.

9.04 Reporting Pay

Any temporary or casual employee, who normally is requested to report for work and so reports but for reasons beyond their control is dismissed for the day, shall receive not less than three (3) hours pay at such employees' basic rate.

ARTICLE 10 - OVERTIME

10.01 All time worked before or after the regular work day, the regular workweek or on a holiday shall be considered overtime. Employees will not be required to work overtime unless impracticable to make other arrangements. Overtime rates will be as follows:

Overtime shall be paid for all hours worked at the rate of time and one-half (1½) for the first four (4) hours in excess of an employee's normal work week and at the rate of two (2) times for all hours thereafter. Employees shall receive double their hourly rate of pay for all hours worked on the second day of rest and Statutory Holidays.

10.02 **Call Out and Scheduled Overtime**

An employee who is called back to work or is scheduled to work outside of the employee's regular hours, shall be compensated for all hours worked and shall receive compensation equivalent to a minimum of three (3) hours pay at overtime rates except that all call outs within that specific three (3) hour period shall be considered as one call out for purposes of determining compensation.

10.03 **Standby**

In cases where standby service is required by the Division Manager, standby rates shall be two (2) hours pay at the hourly rate for each eight (8) hour period of scheduled standby duty. Minimum call out rates of pay will not apply during a standby period. Overtime will be compensated for at the appropriate rate as outlined in Article 10 (Overtime) on the basis of time worked. If a public holiday falls during the time an employee is on standby, they shall not receive standby pay for that day but will receive a compensating day off in lieu thereof. **Standby can be either banked or paid out.**

When an employee is requested to stand by for less than a full shift, the two (2) hours standby pay shall be prorated.

Employees required to perform standby duties must be able to report within a thirty (30) minute response time to their place of work.

10.04 When it is necessary for employees to work overtime employees shall not be required to take time off their regular working hours in lieu of overtime pay. Time may however be taken at a time mutually agreed upon between the Division Manager and the employee at the appropriate overtime rate.

When working in excess of eight (8) hrs OT following a regular shift, and there is less than six hours prior to the start of the next regular shift, the employee shall be granted sick leave for those hours at the start of their regular shift to allow for a

six (6) hour break.

- 10.05 An employee required to work overtime for a period in excess of two (2) hours immediately following or preceding their regular hours of work shall be granted twenty dollars (\$20.00) as meal allowance provided they are unable to go home and an adequate meal is not provided by the City.
- 10.06 Overtime shall be distributed as equally as possible among all employees concerned.
- 10.07 Except in cases of planned or scheduled overtime no employee shall be required to work overtime when other employees are available and capable to perform the required work.
- 10.08 Providing there is no interference with the efficiency of the Division affected employees with six (6) months or more of service shall have the option of being paid for overtime or accumulating such overtime and maintaining such accumulation up to a maximum of the equivalent of sixty (60) hours. Overtime credits may be taken as time off at a time mutually agreed between the Division Manager and the employee. In cases where time off is not arranged prior to November 30 of any year, and is not taken by December 31 of any year, payment shall be made within thirty (30) calendar days following. The above may be amended by supplementary mutual agreement.
- 10.09 Employees involved in a "disinterment" procedure shall be paid double time for all hours spent involved. This does not include interment or paperwork.

ARTICLE 11 - SENIORITY

- 11.01 Seniority is defined as the length of service in the bargaining unit, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment. Seniority rights of an employee shall be retained and continue to accumulate during periods of authorized leave with pay or when on Workers' Compensation. Seniority rights of an employee shall be retained in suspension during periods of authorized leave without pay or layoff of less than twelve (12) months.
- 11.02 **Seniority List**
The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by January 15 of each year.
- 11.03 **Seniority for Probationary Employees**
Those employees hired to fill a permanent or temporary position shall be on a

probationary period for a period of six (6) months from the date of hiring or as extended by mutual agreement between the City and the Union. During the probationary period, the employee shall be entitled to all the rights and benefits of this Agreement unless as specified in the applicable article. After completion of the probationary period, seniority shall be effective from the original date of employment. The employment of probationary employees may be terminated during the probationary period without recourse to the Grievance Procedure.

11.04 Seniority for Temporary Employees

Seniority shall be acquired by temporary employees on the basis of 2080 hours is equal to one year of service. This calculation shall be determined from the original date of hire. For employees who work less than 40 hours per week, seniority shall be calculated on the basis of the regular annual hours of work for that classification from the original date of hire. A twelve (12) month consecutive layoff automatically cancels any rights under this clause. It is understood and agreed that service will not accumulate during any period of layoff.

11.05 Seniority During Promotion or Transfer

Employees promoted or transferred shall be placed on a 30 day trial period. During that time, if the employee finds that they are unable or unsuitable to fulfil the requirements of the new position, they may be returned to their position that was vacated with no loss of benefits. All other employees moved due to the original promotion shall also be returned to their vacated positions.

If during the trial period the employer feels that the affected employee is unsuitable, a meeting will be held with the affected employee, their union rep, whereby the employer will specify the shortcomings, and the trial period shall be extended a further 90 days to give the employee an opportunity to address any issues. The employer shall make any training and/or instruction available to assist the employee where reasonably possible.

Should the employee fail to adequately address all issues within the 90 day trial period extension he shall be returned to their vacated position as in article 11.05 above. Such transfer shall be allowed to be grieved initially at Step 2 but shall not be subject to the Arbitration procedure.

11.06 Seniority in Layoffs & Recalls

Both Parties recognize that job security within the job classification should increase in proportion to length of service. Therefore in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided they have the ability and qualifications to perform the required work. Those laid off shall be re-employed in the order of their seniority providing they have the ability and qualifications to do the work. Qualifications shall not be established arbitrarily or unreasonably. No new employees shall be hired until those laid off have been given an opportunity of recall to fill a position for which they have the necessary experience and qualifications.

An employee laid-off in one classification will be given the opportunity of displacing an employee with less seniority in a similar or lower classification provided the senior employee has the ability and qualifications to perform the job in a manner which will not adversely affect the efficiency of the department.

Where no position exists in the same or lower classification where the employee has the ability, qualifications and seniority to displace, the employee shall have the opportunity to bump a less senior employee in a classification up to one level higher.

11.07 Advance Notice of Layoff

If the Employer is required to lay off permanent employees, those employees who are to be laid off shall be notified fifteen (15) working days prior to the effective date of layoff or shall receive pay in lieu of such notice.

11.08 A temporary or permanent employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, layoff, or leave of absence approved by the Employer, however, an employee shall only lose their seniority by reason of:

- a) dismissal for just cause and is not subsequently reinstated,
- b) resignation,
- c) continuous layoff for a period in excess of twelve (12) months,
- d) failure to report for work on the day specified in the notice to report following a layoff unless the employee can give a satisfactory reason for such failure to report within the time prescribed. The Employer agrees to provide the employee a minimum of fifteen (15) working days' notice of the day the employee is required to report.
- e) is absent for three (3) working days without having caused someone to report immediately on their behalf or properly notifying their immediate Supervisor, unless a reasonable and satisfactory explanation is given to the City.

11.09 Recall Notice

Recall notice shall be by registered mail to the employee's last address on record with the Employer. It is the responsibility of each employee to notify the Employer promptly in writing of any change of address. When recalled, an employee must indicate their intention to return to the employment of the City within five (5) working days of receipt of the notice and must report for work on the day specified in the notice. Any employee failing to respond to the City within five (5) working days of receiving notice to report or who fails to report on

the day specified in the recall notice shall forfeit their claim to re-employment.

ARTICLE 12 - JOB CLASSIFICATION

12.01 A Job Evaluation Committee will exist and act within the terms and conditions of the Joint Job Evaluation Plan Maintenance Procedures appended to and forming part of this Agreement as Appendix "C".

12.02 If the parties are unable, through Article 6 (6.2) of the Joint Job Gender – Neutral Evaluation Plan, to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to the Grievance Procedure as set out in Article 6 and the Arbitration Procedure as set out in Article 8.

12.03 Posting Procedure

- a) When a vacancy of a temporary or permanent nature occurs, and the Employer deems it necessary to fill such vacancy, or when a new position is created within the bargaining unit, the Employer shall post such notices internally, externally and on all Bulletin Boards within a week of such vacancy or new position for a minimum of seven (7) calendar days except where Statutory Holidays apply such posting period shall be extended accordingly so that all members shall know of said vacancy or new position. Applicants will be allowed to apply up to the closing time of the normal working day of the Human Resources Division. Internal applications shall be fully processed, prior to the consideration of external applications. The Union Recording Secretary shall receive a copy of all posting and signed letters of offer.
- b) Such notice of vacancy or new position shall contain the following information:
 - Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
 - Employees of the City employed prior to January 1, 1997, shall be deemed to have the equivalent qualifications listed in the job description for which they are incumbent with the following exceptions: Certificates, Trade designations, Diplomas and Degrees.

12.04 Method of Making Appointments

- a) The Employer agrees that the Union and the employees who apply for bulletined positions or other positions will be informed in writing of the disposition of their application for that position.

Appointments shall be made within three (3) weeks of posting if the

successful applicant is from within the bargaining unit. A further two (2) weeks will be allowed in the event external applicants are being considered.

The job shall be filled within one (1) week of an appointment from within the bargaining unit and within three (3) weeks in the case of an outside appointment.

Time limits may be extended by mutual agreement between the Employer and the Union.

- b) Promotions and staff changes for any position within the Collective Agreement shall be made from the permanent employees of the City provided that the applicant has the necessary qualifications and seniority. Where a permanent employee is deemed not to have the necessary qualifications and seniority, temporary employees shall be considered on the basis of their qualifications and seniority. The Human Resources Division shall post on all City bulletin boards a notice indicating the name of the successful applicant and when the vacancy is filled.
- c) Where a permanent employee or temporary employee is deemed not to have the necessary qualifications, the City may choose to fill the position and require the qualifications to be met at a future point in time established by the City. The employee shall remain on trial period until the employee meets the qualifications required for the position. If the employee does not meet the qualifications within the specified period of time allotted by the City, they shall return to their former position without loss of seniority or basic salary. Any other employee promoted or transferred because of the qualification requirement shall revert to their former position without loss of seniority.

12.05 Advancing Years

On request the Employer may provide suitable alternative employment in the bargaining unit when through advancing years an employee is unable to perform their normal duties. Such employees shall not displace an employee with more seniority.

ARTICLE 13 - VACATIONS

- 13.01 The anniversary date for vacations shall be April 1st. Employees who commence employment with the Employer after April 1st shall not receive vacation until the following April 1st. Credit for one (1) month's vacation can only be given if employment commenced within the first seven (7) calendar days of that month.

Between the dates of May 1st to October 1st in any year, a maximum of three (3) weeks' vacation can be taken at one time, excluding statutory holidays with the vacation period. This limitation is subject to change only on mutual agreement

between the employee and the Division Manager.

13.02 Employees shall receive vacation in accordance with the following:

- Less than one (1) year rate of accrual will be 1.17% to a maximum of fourteen (14) days.
- One (1) year or more - three (3) weeks
- After six (6) complete years of service and subsequent anniversary of service - four (4) weeks
- After fourteen (14) complete years of service and subsequent anniversary of service - five (5) weeks.
- After **twenty (20)** complete years of service and subsequent anniversary of service - six (6) weeks. **Effective January 1st, 2022.**

Payment shall be at the rate effective immediately prior to vacation period.

13.03 Holidays During Vacation

If a statutory holiday falls or is observed during an employee's vacation period he shall be granted an additional day's vacation for such holiday in addition to their regular vacation.

13.04 Preference in Vacation

An employee shall submit to the Division Manager the vacation period they prefers on or before the 1st day of March in each year and the Division Manager shall allot the vacations to coincide with the working requirements of the City. An attempt will be made to grant vacations in accordance with the employee's preference.

13.05 Illness During Vacation

Where an employee on vacation becomes ill to the extent that they require the services of a medical practitioner or licensed chiropractor, provided such illness is shown to be in excess of three (3) days, such employee shall be allowed to use their sick leave credits for the period the medical practitioner or licensed chiropractor states they would have been unable to carry out their duties at work.

ARTICLE 14 - HOLIDAYS

14.01 The following days shall be observed and compensated in time off as public holidays for those employees who work the day before and after or be on an approved leave of absence the day before and after the holiday:

New Year's Day	Louis Riel Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Terry Fox Day	Labour Day	Truth and Reconciliation Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

Any other day proclaimed as a public holiday by the Provincial, Federal or Civic Government.

If an employee's hours or wages change from day to day or pay period to pay period, the general holiday pay is five percent of the employee's total wages in the four (4) week period immediately before the holiday. Overtime shall not be included in this calculation.

14.02 In the event that a public holiday falls on a Saturday or Sunday it shall be observed on Monday and will be treated and paid for as a holiday. Canada Day is normally July 1, however when July 1 is a Sunday, Canada Day is July 2. **Exception will be DSA staff who will observe the holiday on the day of actual holiday.**

14.03 Where employees who normally work shift work are required to work on a public holiday, they will be allowed double time off for each public holiday worked or by mutual agreement; the Division Manager shall authorize payment in lieu of time off and in conjunction with Article 10.08 (Overtime).

ARTICLE 15 - SICK PAY

15.01 **Sick Leave Defined**

Sick leave means the period of time when an employee is permitted to be absent from work with full pay by virtue of them notifying the Employer of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*, or in the case of illness of an employee's spouse, children, parent(s), stepchildren, mother and father-in-law where no one other than the employee can provide for their needs, the employee shall be entitled after notifying their Supervisor, to use their sick leave credits up to a maximum of five (5) working days on any one occasion, with a maximum annual usage for such illness of an employee's spouse, children, parent(s), stepchildren, mother and father-in-law of eight (8) working days.

15.02 Sick leave shall be granted to employees on the basis of one and one-half (1 1/2) working days for every month of service. In any one year where an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portions of sick leave to a maximum of one hundred and eighty (180) working days for their future benefits.

An employee who has exhausted their sick leave credits due to a prolonged illness

may be allowed additional sick leave with pay at the discretion of the City Manager. The Employer may require this sick leave extension be repaid by the employee upon return to duty through the employee's normal monthly accumulation.

Those hired to fill a permanent position while on probation shall accrue sick leave but shall not be entitled to apply the sick leave credits until they have accrued one and one-half days (1.5) sick leave.

Those hired to fill a temporary position while on probation shall accrue sick leave credits but shall not be entitled to apply their sick leave credits until they have accrued one and one-half days (1.5) sick leave.

A deduction shall be made from the accumulated sick leave of all normal working days absent for sick leave as defined in 15.01.

Employees may elect to use sick leave to attend medical/dental appointments during regular working hours, including travel time as necessary where the appointment is not in the City of Portage la Prairie. Employees shall make reasonable efforts to book appointments outside of work time. The use of sick leave to attend appointments is subject to the approval of their immediate supervisor, and such approval will not be unreasonably denied.

15.03 Personal Injury Protection Plan - MPIC

In order to ensure employees do not receive overlapping of benefits, employees injured in automobile accidents and receiving Income Replacement Indemnity through Manitoba Public Insurance Personal Injury Protection Plan shall apply up to seven (7) sick days to the waiting period of the plan.

The City shall continue to pay their share of all premiums for employee benefit plans, based on 100% of earnings.

15.04 The City and the Union agree that suspected abuses of sick leave will be investigated and proven instances of abuse will result in disciplinary action being taken against the employee.

15.05 Proof of Illness

The employee must notify the Supervisor as early as possible, clarifying general nature of sick leave (illness, injury or family sick time), but not less than one (1) hour before the regularly scheduled starting time, where such an absence can be reasonably predicted. The employee shall notify the Manager as early as possible of return to work, where such a return can be reasonably predicted.

The Employer may require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Moreover, even if the Employer does not specifically request

medical documentation with respect to a particular absence, the employee must submit such documentation whenever one (1) or more of the following exists:

- a) If the absence has resulted from an injury sustained while on duty for which Workers Compensation is being claimed; or**
- b) If absence for which Sick Leave is claimed for four (4) or more consecutive calendar days; or**
- c) If the City has reason to question the claim for sick leave and after consultation with an investigation by the Manager, or his designate, has required the employee to produce medical documentation; or**
- d) If the City has, pursuant to Paragraphs a, b, or c herein, advised the employee that all future requests for sick leave must be supported by a reliable medical certificate.**
- e) Medical documentation shall be submitted in a form and manner acceptable to the City.**
- f) Failure on the part of the employee to notify the City of any absence for which sick leave is claimed, in accordance with this Article, or the failure to provide medical documentation in a form and manner acceptable to the City may result in denial of sick leave in respect of such absence.**

For absences that are expected to exceed one (1) week, the medical certificate may be requested prior to their return to work and shall include the expected date of the employees' return to work, if known. The employee will keep the City apprised of any major changes to their status, including expected date of return to work, that develop during their leave.

In all cases where a medical certificate is requested by the City, the full cost of such certificate shall be paid by the City.

- 15.06
 - a) All new employees may be required to undergo a physical examination to be performed by a qualified medical practitioner at the expense of the City.
 - b) Any employee may be required to have a medical examination at least once a year. The Employer shall pay the cost of the medical examination.
- 15.07 The Employer shall provide a record of sick leave for the previous year of each and every employee covered by this Collective Agreement to the Secretary of the Union. This record will be provided within one (1) month after the end of the City's fiscal year.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to grievances, they shall suffer no loss of pay for the time so spent.

16.02 a) Where employees have been elected or appointed to represent the Union at Union Conventions, Schools, Conferences, Seminars, leave of absence without pay and without loss of seniority shall, upon request, be granted by the City provided that such leave of absence does not interfere with the efficiency of the Division affected.

The employee, where possible, will provide the Employer a minimum of four (4) weeks written notice for such requests for leave. The Employer shall respond within five (5) working days of the request for leave but not more than twenty (20) working days in advance of the requested dates.

b) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority, but without pay, for a period of up to one (1) year. Such leave may be renewed each year, on request, during their term of office.

16.03 An employee who is elected to public office shall be granted by the City leave of absence without loss of seniority, but without pay, for a period of up to one (1) year. Such leave shall be renewed each year, on request, during their term of office.

16.04 **Bereavement Leave**

An employee shall be granted a maximum of five (5) working days leave without loss of pay in case of death of a parent, spouse (including common-law), fiancé, child, stepchild or foster-child. An employee shall be granted a maximum of four (4) working days leave without loss of pay in case of death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild and grandparent, uncle, aunt, nephew or niece. One-half (½) working day leave shall be granted to attend a funeral as a pallbearer in Portage and one (1) working day leave shall be granted to attend a funeral as a pallbearer outside of the City. An employee who is entitled to bereavement leave under this Article, while on scheduled vacation, shall have vacation credits restored for the number of applicable days.

16.05 **Jury or Witness Duty**

The Employer shall grant a leave of absence without loss of seniority to an employee summoned or subpoenaed for a court witness or called for jury duty. The Employer shall pay to the employee the difference between their normal earnings and the payment they receive for such jury or witness service.

16.06 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to an employee requesting such leave for a good and sufficient cause. Such request to be in writing and approved by the Employer.

16.07 Parental Leave - Maternity

An employee who qualifies for maternity leave may apply for such leave in accordance with maternity leave "Plan A" or maternity leave "Plan B" but not both.

(a) Plan A

An employee shall receive maternity leave of seventeen (17) weeks and parental leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested
- (iii) Where an employee takes 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 unless otherwise approved by the Employer.
- (iv) A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance.

A part-time employee may choose to receive income protection credits similar to full-time employees but prorated to reflect their paid hours of work within the previous fifty-two (52) weeks. Such days that may be utilized for this purpose will be as set out in Article 15.

- (v) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if they so choose, to use

accumulated income protection credits for that portion of the Maternity Leave during which they would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

(b) Plan B

- (i) In order to qualify for Plan B, a pregnant employee must:
- (A) have completed six (6) continuous months of employment with the Employer;
 - (B) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by them in the application as the day on which they intend to commence such leave;
 - (C) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery;
 - (D) provide the Employer with proof that they have applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- (ii) An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:
- (A) they will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of their return from maternity leave or at any time during the six (6) months following their return from maternity leave, they must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (B) they will return to work on the date of the expiry of their maternity leave and where applicable, their parental leave, unless this date is modified by the Employer; and
 - (C) should they fail to return to work as provided under (A) and/or (B) above, they are indebted to the Employer for the

full amount of pay received from the Employer as a maternity allowance during their entire period of maternity leave.

- (iii) An employee who qualifies is entitled to a maternity leave consisting of:
 - (A) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate;
 - (B) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (C) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (iv) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (A) for the first week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (B) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings; for an employee who elects the 18 (eighteen) month leave, top up is based on 1 (one) year EI benefit amount.
 - (C) for one (1) additional week, the employee shall receive ninety-three percent (93%) of their weekly rate of pay;
 - (D) all other time as may be provided under Article 16, shall be on a leave without pay basis.
- (v) An employee may end their maternity leave earlier than the date specified by giving their Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date the employee wishes to end the leave.
- (vi) Plan B does not apply to temporary employees.

- (vii) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

16.08 Pre-Retirement Leave

For the purpose of determining eligibility for pre-retirement leave, employee(s) must meet the criteria for receiving pension benefits as described by the Manitoba Municipal Employees Benefits Program (MEBP) and an application for pre-retirement leave is submitted a minimum of 1 month prior to retirement.

Pre-retirement leave shall be taken as a leave and be paid at the rate of one and a half (1½) working days for each year employed by the City, and shall be used immediately before retiring.

ARTICLE 17 - PAY DAYS AND PAY CHEQUES

- 17.01 Employees shall be paid bi-weekly and shall receive payment for all overtime that is not banked, on the first pay period after the overtime has been worked.
- 17.02 The Employer shall furnish to each employee a written statement at the time of paying wages showing the hours paid for, the rate of pay, the overtime hours, the deductions, if any, and the net amount paid to the employee.
- 17.03 The Employer and Union agree that all new employees shall be enrolled in the direct deposit system, and current employees who are not currently enrolled shall be encouraged to do so.

ARTICLE 18 - BENEFITS

18.01 Pension Plan

After the probationary period has been passed and/or persons become permanent employees, they shall join the Employer's Pension Plan, which will be the Manitoba Municipal Employees' Pension Plan effective as of January 1, 1977. Any new employees hired after January 1, 1977 shall become members of this Plan. Temporary or seasonal employees shall join the Pension Plan after earning the equivalent of ¼ of the yearly maximum pensionable earnings under the Canada Pension Plan in two consecutive numerical years.

Temporary or seasonal employees may also voluntarily join the Pension Plan after a total of six (6) months service.

The cost shall be borne equally by the employee and Employer.

18.02 Group Insurance

Every employee shall become a member of the Manitoba Municipal Employees' Group Life Insurance Plan upon enrolment in the Employer's Pension Plan as described in 18.01.

Group Life Insurance will be for two times (2 x) the employee's salary unless the employee elects one time (1 x). The cost shall be borne one hundred (100%) percent by the Employer.

18.03 Workers' Compensation

- a) When an employee is injured in the course of their duties, they shall report the incident immediately to the City. No employee shall be penalized or suffer discrimination for reporting an injury.
- b) If the injury results in an absence from work, the City agrees to pay the Employee at their regular rate for the balance of the day without deduction from sick leave.
- c) Employees who have returned to work may use their sick leave credits for attending medical appointments regarding the injury covered by Worker's Compensation.
- d) The City will supplement the payment the employee receives from Workers' Compensation, for a period not to exceed six (6) months, up to the employee's regular rate of pay. This supplement would not be provided during any period of scheduled layoff.
- e) An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. After 1 year of receipt of Workers Compensation Benefits the employee shall have accumulation of service for vacation, but not for vacation credits. While on Workers' Compensation, the Employer shall continue to pay their share of all premiums for employee benefit plans, including the pension plan, based on 100% of earnings.

18.04 Disability Income Plan (*Long Term Disability*)

The City shall administer a Disability Income Plan (*Long Term Disability Insurance Plan*) on behalf of the employees. Employees' participating in the Municipal Employees Benefits Pension Plan shall also participate in the Disability Income Plan. Participation in the Disability Income Plan shall be a condition of employment and one hundred percent (100%) of the cost of the premiums shall be borne by the employee. Employees must apply for disability benefits if sick leave absence will be in excess of eighteen (18) weeks.

18.05 Dental Plan

The City shall pay one hundred percent (100%) premium cost of a Dental Plan. Pursuant to the terms of the Dental Plan coverage will be provided to eligible

permanent employees and eligible dependants. Dental coverage under this Plan is as follows as a minimum:

- 100 % coverage on basic services;
- 50% coverage on major services;
- Orthodontic \$2000 lifetime maximum per eligible permanent employee and eligible dependants.

18.06 Vision Care

The City shall carry a Vision Care Plan. The cost shall be borne one hundred (100%) by the Employer. The Vision Care package shall be as follows as a minimum:

- 100% coverage every 24 months
- Benefit shall be \$300.00 per eligible permanent employee and eligible dependants.

18.07 Wellness and Education Allowance

The City shall provide an allowance yearly on the first pay in December, in the form of a direct payment to employees. Full-time permanent employees shall receive five hundred dollars (\$500), part-time, temporary, and seasonal employees on MEBP pension shall receive a pro-rated amount based on their service for that year. A full-time employee who works less than a full year shall receive a pro-rated amount based on their service for that year.

18.08 Extended Health Plan

The City shall carry an Extended Health Plan. Eligible employees who choose to enrol in the Plan shall pay 100% of the premium cost of the Plan.

ARTICLE 19 - SHIFT PREMIUM

19.01 A shift premium shall be paid to employees required to work shifts as follows:

Shift differential payments of ten percent (10%) per hour shall apply for any shift or (portion thereof) that falls between the hours of 0000 and 2359 on a Sunday.

Shift differential of five percent (5%) per hour shall apply for the entirety of any shift that begins after 1600 hours and before 0600 hours.

19.02 Evening or night differential shall not be paid if an employee is receiving the Sunday differential.

19.03 No differential will be paid when an employee is working a shift on overtime rates.

ARTICLE 20 - WAGES

20.01 The wage rates for the period of this Agreement shall be as set out in Appendix "A" to this Agreement which Appendix becomes part of this Agreement.

20.02 Acting Pay

When an employee temporarily assigned by the Employer to perform the principle duties of a higher rated position for a minimum of half (1/2) a working day, and agrees to do so, they shall receive the rate of pay for the higher position for time worked, retroactive to their first performing the job. The employee shall be deemed to be covered by the Collective Agreement during the period of their temporary transfer.

Statutory holidays, overtime and stand by hours that fall during the period referred to above shall be paid at the Acting Pay rate. After the fifth consecutive day of relief, any required sick pay shall be at the higher rate.

ARTICLE 21 - WORKPLACE HEALTH AND SAFETY

21.01 A Workplace Health and Safety Committee shall be established by the City and shall be composed of at least two (2) representatives each for the City and the Union. It shall be chaired at alternate meetings by the City and by the Union.

This Committee shall hold meetings on an agreeable date to both Parties during working hours and no Union representative shall suffer loss of pay for attending such meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union.

21.02 Responsibility

It will be this Committee's responsibility to discuss all aspects of safety and make recommendations to the City Manager to improve safety standards in the functioning of City operations.

21.03 Employees may be required to attend Health and Safety Classes as required by the City.

21.04 Work Clothing

The Employer shall provide sufficient supply of uniforms to employees who are required to wear them. This shall be determined by the Employer. For greater certainty, this includes:

- 1) Coveralls shall be provided for temporary, seasonal and permanent employees as follows:

- a) Wastewater Treatment Plant, Sewage Lift Stations and Mechanics - 5 pairs per week.
 - b) Water Treatment Plant - 3 pairs per week.
 - c) Public Works - 2 pairs per week.
 - d) Parks - 2 pairs per week.
- 2) These coveralls shall be maintained, cleaned and replaced at the Employer's expense.
- 3) These coveralls shall not be taken home for personal use.
- 21.05 The Employer agrees to supply gloves or mitts as part of the equipment used to operate the chipper, such gloves or mitts to be available for those employees who from time to time are using that equipment.
- 21.06 Effective January 1st, 2022, the City shall pay one hundred percent (100%), up to a maximum total reimbursement of two hundred dollars and fifty(\$250) per calendar year, of the cost of safety footwear, winter pants and winter parkas for all permanent employees required to wear safety footwear, winter pants and winter parkas in the course of their work including seasonal or temporary employees who have accumulated the equivalent of six (6) months of service.
- 21.07 Safety Eyewear
- Effective January 1st, 2022, Employees required to wear safety eyewear shall receive, upon proof of purchase, one hundred fifty dollars (\$150) once every two (2) years towards the purchase of CSA approved prescription safety glasses.
- 21.08 Tool allowance
- Effective January 1st, 2022, the City agrees to replace broken or worn-out tools, provided the tool is not lifetime guaranteed, for all employees required to purchase same for the performance of their duties provided the tools are broken or worn out in the course of their employment.
- A tool allowance of fifteen dollars (\$15.00) per month will be provided to all Mechanics, payable on the last payday of each month. This allowance is effective upon date of ratification.

ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 Technological Change Defined

- a) The introduction by an Employer into their work, undertaking or business,

of equipment or material of a different nature or kind than that previously used by them in the operation of the work, undertaking or business, and

- b) A change in the manner in which the Employer carries on the work, undertaking or business, that is directly related to the introduction of that equipment or material.

22.02 If, due to technological change, layoffs should occur, the City will inform the Union at least ninety (90) days in advance of such layoff and shall follow the layoff procedure.

Inssofar as it is practical and possible, no permanent employee shall be laid off by the City because of mechanization or technological change.

22.03 Where the employer changes a job description to require additional qualifications and/or licensing, the employer where possible shall give the Union one hundred and eighty (180) days notice. During this time period, affected employees shall be offered training to achieve the qualifications and/or licensing. Any costs associated with the training shall be borne by the employer, and all time attending training shall be considered time worked.

ARTICLE 23 - NO CONTRACTING OUT

23.01 The Employer shall notify the Union in writing no less than ninety (90) calendar days in advance of any contracting out of work normally performed by the employees of the bargaining unit, other than work that is presently contracted out. The Employer shall meet with the Union within five (5) working days of delivery of this written notification to the Union, where the Employer shall identify the work to be contracted out and the reasons that led to the decision to recommend contracting out the work.

The Employer shall also provide relevant information to the Union within a reasonable time, including information provided to potential contractors. Discussion will include an objective review of efficiencies expected, including cost efficiencies.

23.02 Should the Employer contract out work, no permanent or temporary employee will be terminated, laid-off, or have their wages, benefits, work day or work week reduced as a result of contracting out.

23.03 Employees may be offered a transfer to a contractor where contracting-out of bargaining unit work is being considered. This transfer is voluntary, and employees whose employment is transferred to a contractor for any reason as a result of contracting out will maintain their seniority under this Agreement:

- (a) for a period of twelve (12) months from date of transfer for the purposes of applying for vacancies and new positions with the City; and

(b) for a length of time to be negotiated by the City and Union at the time of the contracting out for the purposes of transferring back to employment with the City.

23.04 Should any further contracting out occur in the future the parties agree to negotiate a LOU specific where necessary to that situation that will cover any issues deemed relevant by the parties.

23.05 The Employer shall meet with the Union as requested about the feasibility of having work not currently performed by members of the bargaining unit be included within the scope of this agreement, including work that had been previously contracted out. The Employer also commits to fully exploring these options with the Union including sharing relevant information to make accurate financial and other relevant comparisons.

ARTICLE 24 - BULLETIN BOARDS

24.01 The City agrees to provide bulletin boards in all shops upon which the Union shall have the right to post notices of meetings and such other notices that may be of interest to the employees.

ARTICLE 25 - EMPLOYER SHALL NOT DISCRIMINATE

25.01 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sex, or marital status, place of residence, nor by reason of their membership or activity in the Union.

ARTICLE 25 - EMPLOYER SHALL NOT DISCRIMINATE

25.02 The Employer and the Union jointly affirm that every employee of the Employer is entitled to a respectful workplace which is free from discrimination and harassment and violence in accordance with Workplace Discrimination and Harassment provisions of the Manitoba *Human Rights Code* and Manitoba *Workplace Safety and Health Act* and Regulations.

ARTICLE 26 - TERMINATIONS

26.01 An employee may terminate employment with the City by giving two (2) weeks written notice.

26.02 Employment may be terminated with lesser notice or without notice:

- a) by mutual agreement between the Employer and the Employee, or
- b) during the probation period of a new employee without recourse to the grievance procedure, or
- c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

26.03 The Employer may give equivalent basic pay in lieu of notice.

26.04 The Employer will make available, within the next regular pay period, after termination, all amounts due to the employee including unpaid wages and pay in lieu of unused vacation earned.

26.05 An employee will not be allowed to use vacation time during the two (2) week written notice period unless approved one month prior to notice period.

ARTICLE 27 - LABOUR MANAGEMENT COMMITTEE

27.01 A Labour Management Committee shall be established consisting of three (3) representatives of the Employer and three (3) members of the Union. The Committee shall enjoy the full support of both Parties in the interest of improved relationships.

27.02 The Committee shall meet once a month or at the call of either Party at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with the Committee.

27.03 The Committee shall deal with matters which are of concern to the Employer or the employees and which do not conflict with the rights of the Employer or the Union under any other Article of this Agreement.

27.04 The Committee may make recommendations to the Union and the City with respect to its discussions and conclusions but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any committee of the Union or its members or the City to its decisions or conclusions.

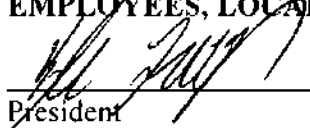
ARTICLE 28 - DURATION, REVISION AND TERMINATION OF AGREEMENT

28.01 All provisions and terms of this Agreement shall be effective from January 1, 2024, until December 31, 2026, and shall continue from year to year unless either Party gives to the other Party notice in writing to negotiate revisions and the proposed revisions not less than thirty (30) calendar days and not more than sixty (60) calendar days before the expiry date of this Agreement, or any year thereafter. If such notice is received from either Party, the Parties agree to commence negotiations within thirty (30) calendar days after such notice is

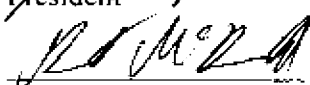
received and make every effort to conclude a revised agreement by February 1 of the following year.

- 28.02 An employee who has severed their employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages, salaries or other payments received because of an employee's regular work.
- 28.03 The rates of pay for all classifications in Appendix "A" will be implemented for the pay period #1 of 2024, 2025 and 2026.

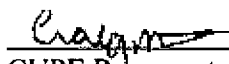
**SIGNED ON BEHALF OF
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**



President




Secretary

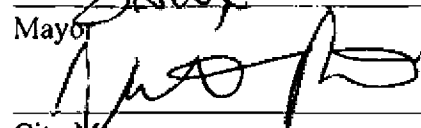


CUPE Representative

**SIGNED ON BEHALF OF
CITY OF PORTAGE LA PRAIRIE**



Mayor



City Manager

Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING

BETWEEN

CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

RE: TEMPORARY MARKET VALUE ADJUSTMENT

The Union and the City agrees that where there is a need for a Temporary Market Value adjustment to retain and/or attract qualified employees due to market demand or other mitigating factors, the parties will meet to negotiate a "temporary" salary premium for those affected positions.


All positions currently receiving a market value adjustment will be indicated as such in Appendix "A" of wages, or otherwise locked in to the existing wage scales.

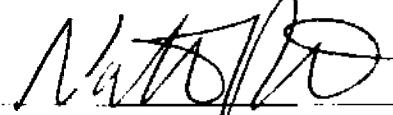
The parties further agree that where such a premium is implemented, all employees employed in the affected positions shall receive this benefit. This benefit is deemed temporary and will be reviewed on an annual basis.

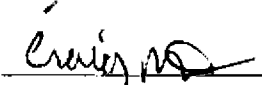
The parties further agree that where a position has received a temporary market adjustment for a period of at least five (5) years, that market-adjusted wage will no longer be considered temporary, and the wage schedule in this agreement will be updated to reflect that new wage on a go-forward basis.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

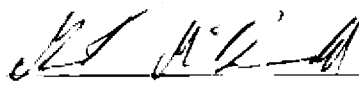
**FOR THE CITY OF
PORTAGE LA PRAIRIE**











Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING**BETWEEN****CITY OF PORTAGE LA PRAIRIE****AND****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002****RE: TRAINING, QUALIFICATIONS AND RATES OF PAY**

The Union and the Employer agree that it is in the best interests of both parties to encourage employees to achieve qualifications, advance education and participate in training programs to increase skills and attain such qualifications as are required and indicated in the Job Descriptions. Therefore the Union and the Employer agree to the following:

1. When an applicant for a position does not have the qualifications as outlined in the Job Description for the position but the Employer decides to fill anyway (an "underfill"), the Employer and the Union will meet with the Employee to discuss training options and establish a training program that will enable the Employee to attain the required qualifications.
2. The Union and Employer will agree to establish an interim rate of pay for the position for the training period, where the rate of pay shall not be lower than three (3) pay bands below the normal rate of pay for the position, and where regular increments will be agreed to that will recognize the increasing value of the employee in the position as experience increases. The interim rates of pay shall be in effect until the training period agreed to in Part 1 is completed and the employee has attained the qualifications as agreed at the time of hiring.
3. The Employer agrees to pay the cost of tuition for courses as agreed to upon successful completion of the course. Where an employee indicates that they would be unable to pay the cost of tuition initially, the Employer agrees to pay the cost and recover the monies through payroll deduction over a period of not less than 3 and not more than 5 pay periods.
4. Employees hired as an underfill that do not fulfill their conditions of employment may be subject to specifically, but not limited to, ongoing review, non-disciplinary transfer or demotion, or if there is no other reasonable option, non-disciplinary termination for failure to obtain or retain a required qualification. The Employer agrees to provide appropriate supports and reasonable flexibility to the employee in order to allow the employee to fulfill the conditions of employment. This does not apply to employees during the trial period as per Article 11.05.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

[Signature]
[Signature]
[Signature]

**FOR THE CITY OF
PORTAGE LA PRAIRIE**

[Signature]
[Signature]
[Signature]

Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING

BETWEEN

CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

RE: SALARY RANGE FOR ENGINEERING AND GIS TECHNOLOGISTS

The City and the Union agree that the recruitment for Engineering and GIS Technologists has become an increasing challenge in trying to attract and retain qualified applicants.

In order to offer an incentive to attract and retain employees employed in the position of Engineering and GIS Technologist, the City and the Union agree that the position of Engineering Technologist and GIS be provided a salary range based on the following:

2024

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$67,249	\$69,265	\$71,283	\$73,300	\$75,318	\$77,334

2025

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$69,266	\$71,343	\$73,422	\$75,499	\$77,578	\$79,654

2026

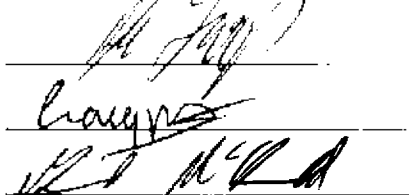
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
\$70,652	\$72,770	\$74,890	\$77,009	\$79,129	\$81,247

On completion of 2,080 regular hours of work an employee will be moved to the next step on the salary schedule.

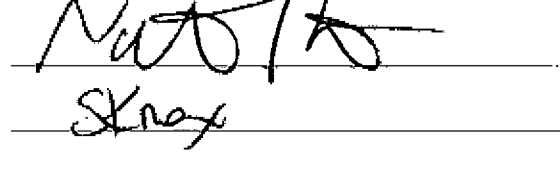
The City may place new employees at any step of the salary range at the City's discretion with the condition of not placing new employees above existing employees on the salary scale.

Articles 12.01 and 12.02 and Appendix "C" "Joint Job Evaluation Plan Maintenance Procedures" do not apply to the Engineering and GIS Technologists positions.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002



FOR THE CITY OF PORTAGE LA PRAIRIE



Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002****AND****CITY OF PORTAGE LA PRAIRIE****RE: WPCF AND WTP OPERATORS**

The City of Portage la Prairie's Water Treatment Plant and Water Pollution Control Facility are Class 4 facilities and are required to employ operators at the appropriate level of certification as per the Province of Manitoba Water and Wastewater Regulation. All operators hired will be required to become a Level 4 operator within the timelines outlined below. Level 4 operators require 4 years post-secondary education in an engineering, science or related field. Operators hired with 2 years post-secondary will be required to obtain an additional 90 CEU in a 4-year timeframe.

To apply for certification an operator must have passed the required exam, education and experience requirements outlined by the regulations. The City of Portage la Prairie will pay for the certification and reimburse of successfully passed exams and education. As per the regulation all operators are required to obtain 1.6 CEU's every 5 years to renew their certification. It is the operator's responsibility to ensure they have the required CEUs at renewal time, and it is the employer responsibility to ensure payment of the renewal fees.

When the supervisor is absent beyond their normal rotation, an acting supervisor will be appointed and paid the appropriate rate.

Job Title	Education	Experience/Exam	Year	Rate	MVA
WPCF/WTP Operator in Training (OIT)	<ul style="list-style-type: none"> ▪ Grade 12 and ▪ 2 years post-secondary education in an engineering, science or related field 	none	2024	27.72	N/A
			2025	28.55	
			2026	29.12	
WPCF/WTP Level 1 Operator	▪ an additional 22.5 CEU	<ul style="list-style-type: none"> ▪ Pass Level 1 exam ▪ 1-year experience ▪ Apply for Level 1 certification 	2024	28.46	31.30
			2025	29.32	32.26
			2026	29.90	32.89
WPCF/WTP Level 2 Operator	an additional 22.5 CEU	<ul style="list-style-type: none"> ▪ Pass Level 2 exam ▪ an additional 6 months of experience or 1.5 years in total. ▪ Apply for Level 2 certification DRC time can start 	2024	29.90	32.89
			2025	30.80	33.88
			2026	31.41	34.56

WPCF/WTP Level 3 Operator	▪an additional 22.5 CEU	▪Pass Level 3 exam ▪an additional 1.5 years of experience or 3 years in total. ▪Continue to obtain DRC time ▪Apply for Level 3 certification	2024	31.35	34.48
			2025	32.29	35.52
			2026	32.94	36.24
WPCF/WTP Level 4 Operator	▪an additional 22.5 CEU or a total of 4 years post-secondary education in an engineering, science or related field	▪Pass Level 4 exam ▪An additional 1.5 year of experience or 4.5 years in total ▪Apply for Level 4 certification	2024	32.84	37.76
			2025	33.83	38.90
			2026	34.51	39.69
WPCF/WTP Level 4 Foreman/Supervisor	▪Level 4 certification and 2 years supervisory experience		2024	35.00	43.75
			2025	36.05	45.07
			2026	36.77	45.97

The above table is based on the City’s minimum hire requirements for education, and the province’s minimum time for experience based on substitution of education for time.

- 45 CEU’s is equal to one-year post-secondary education.
- All operators are required to know their responsibilities under the regulations.
- Rates include the following MVA; 10% for Level 1 to 3, 15 % for Level 4 and 25% for supervisors.

Articles 12.01 and 12.02 and ‘Appendix “C” Joint Job Evaluation Plan Maintenance Procedures do not apply to the WPCF and WTP Operators.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

Craig

[Signature]

FOR THE CITY OF PORTAGE LA PRAIRIE

[Signature]

Sknox

Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING

BETWEEN

CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

**RE: CONDITIONS OF EMPLOYMENT FOR MANDATORY LICENSING
OR CERTIFICATION**

The City and the Union agree that when a new employee is hired for a position that requires mandatory licensing or certification from the Province that the employee must obtain the specific qualifications in the timelines out lined by the employer, as a condition of employment. Timelines may be extended in extenuating circumstances communicated to the employer.

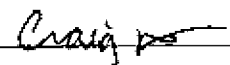
New employees that have not met the conditions of their employment will not be allowed to apply for temporary position and still hold a permanent position.


**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

**FOR THE CITY OF
PORTAGE LA PRAIRIE**











Dated this 16 day of Feb, 2024

LETTER OF UNDERSTANDING

BETWEEN

CUPE, LOCAL 1002

AND

CITY OF PORTAGE LA PRAIRIE

RE: EXTENDED HEALTH BENEFITS REVIEW

The parties agree to review, during the life of this Agreement, the benefits provided by the employer and that this review shall generally be done through the Labour Management Committee.

This review will investigate potential improvements to the existing extended health plan, including a review of costs, alternative benefit providers, and whether the plan should continue to be a voluntary plan or whether it should become a mandatory plan.

The Employer agrees to facilitate any surveys or similar consultative process the Union undertakes with its membership as a part of this review.

The parties agree that the outcome of this review shall only be for information and shall not be binding on either party, and that either party may use the information gathered during this review to develop bargaining proposals for the subsequent renegotiations of this Agreement.

Signed this 16 day of Feb, 2024


**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

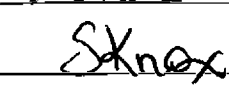






**FOR THE CITY OF
PORTAGE LA PRAIRIE**





LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

RE: DSA OVERTIME DISTRIBUTION

When a full time Municipal DSA is taking leave or ODS (off duty sick) for a scheduled shift this leaves that shift vacant.

CUPE recognizes Management's right to assess the workload and decide if a shift required filling.

"filling is defended as:

1. A Municipal DSA that has been requested and scheduled to work the vacant shift.
2. A Municipal DSA that performs the primary/ majority of duties for a substantial period of time of a vacant shift.
- 3.

CUPE recognizes that if any shift (day, afternoon, night, weekend, statutory holiday) requires "filling" Management will offer the shift to Municipal CUPE DSA employees first, and that a Public Service DSA is only offered an OT shift if there is no Municipal DSA's available that can work the shift.

Vacant shifts will be offered as follows:

1. Casual Municipal DSA's first
2. If no casual is available, shifts will be offered to full time Municipal DSA's on rotating basis based of availability:
 - a) The rotation that will be used will be based on the seniority list starting with the most senior person and rotating through the list until each DSA has had an opportunity to accept or decline an OT shift. Once through the list it will start again with the most senior person.
 - b) If the Municipal DSA is offered a vacant shift and declines, the next available Municipal DSA will then be offered the shift.
3. Vacant shift schedule for full time Municipal DSA's must be transparent and posted in in an accessible location for all DSA's to review.

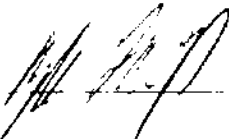

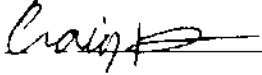


- a) Management will keep a live spreadsheet documenting the shift, who was available, who was called. The spreadsheet will be maintained by the manager and will be available for all DSA's to see on the "S" Drive of the RCMP computer systems under "Support Staff documents" – "Municipal Pay Documents" – "Overtime Allocation".

Any changes to this letter shall be made by agreement from both parties, after consultation and input from any affected members, through labor management meetings. This letter shall only remain in effect for the duration of the current collective agreement.

Dated at _____ this 16 day of Feb, 2024.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

**FOR THE CITY OF
PORTAGE LA PRAIRIE**

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

RE: JOINT JOB GENDER-NEUTRAL EVALUATION PLAN (JJEC)

The Union and the City agree to review the Joint Job Gender-Neutral Evaluation Plan (JJEC) through labour management meetings. Further, the Union **representative or appointee** and the City will explore and identify potential amendments to the JJEC that will improve and expedite the process as provided for in this collective agreement.

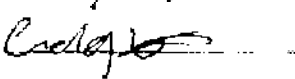
Dated at _____ this 16 day of Feb, 2024.

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**

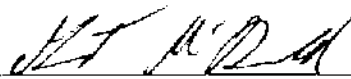
**FOR THE CITY OF
PORTAGE LA PRAIRIE**











LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

AND

CITY OF PORTAGE LA PRAIRIE

RE: TEMPORARY MANAGEMENT POSITIONS

The City and the Union agree that members of the bargaining unit can fill a temporary management position under the following conditions:

- (a) The leave will not exceed 4 months.
- (b) The union member seniority and benefits will not be affected during the leave. The employee shall continue to pay union dues while in a temporary management position.
- (c) The union members position will be available to them at the end of the leave.
- (d) If the temporary management position becomes permanent, and the union member was the successful candidate, the vacant union position will be posted.

Dated at _____ this 16 day of Feb, 2024.

FOR CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002

FOR THE CITY OF PORTAGE LA PRAIRIE

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LETTER OF UNDERSTANDING**BETWEEN****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1002****AND****CITY OF PORTAGE LA PRAIRIE****RE: CONTRACTING OUT - WASTEWATER POLLUTION CONTROL FACILITY
(WPCF)**

Both parties recognize that the WPCF upgrade project is currently in development and that this LOU will need to be revisited by both parties within in the term of this collective agreement.

The parties acknowledge that successor rights apply generally to all positions covered by the Collective Agreement. In reference to the proposed contracting out/public-private partnership (P3) of the Portage la Prairie Wastewater Pollution Control Facility (WPCF) the parties further agree to the following:

For the purposes of this Letter:

- “Employer” or “City” refer to the City of Portage la Prairie;
- The “Contractor” refers to any company or group of companies that contract with the City for the Contracting Out;
- Any references to “contracting out” or similar refer to any transfer in control or authority with regards to the WPCF facilities, work, and/or positions covered by this Collective Agreement.

CUPE shall have successor rights for any work contracted out with regard to the WPCF, and the Employer shall require any contractors who accept work of the bargaining unit to respect these successor rights and all rights and benefits covered by this agreement.

Any agreements signed by the Employer regarding the WPCF must be in compliance with Article 23 of the Collective Agreement, this Letter of Understanding, and the entirety of this Collective Agreement. Any subcontracting or sub-subcontracting must likewise be in compliance.

For further clarification, the Employer agrees to recognize the rights of employees as was committed to in the September 12, 2016, Report to the Waterworks Committee. (“Re: City Council Direction required for the funding arrangement for WPCF upgrades”).

Without limiting the above, the Employer agrees to:

- Take all necessary actions to allow the Contractor to fulfil their obligations under their Collective Agreement with CUPE, including to participate in the existing benefit and pension plans provided by the Employer as of the transfer date; and
- Allow affected employees the right to transfer back to employee status within six (6) months.

Furthermore, and without limiting the above, the Employer also agrees to require that the Contractor:

- Accept as employees all related or affected employees who are willing to transfer by the transfer date, with no layoffs or loss of pay, pension, seniority, sick time, benefits or other rights arising from the Collective Agreement as a result of transfer;
- Assume all existing Collective Agreement obligations, including successor rights for CUPE Local 1002, prior service, seniority and entitlements;
- Enter into a new Collective Agreement with affected employee group at the expiration of the Collective Agreement in effect at the transfer date;
- Provide, and be a participating Employer in, the same benefit and pension plans offered during the transfer date, unless otherwise agreed by the Union; and
- Sign a Memorandum of Agreement, negotiated with the Union, that acknowledges the Union's successor rights and clarifies any necessary issues regarding the transfer of those rights.

Transfer Process

Staff whose positions are proposed to be transferred to the Contractor shall receive written notice of the City's intention to transfer the employee's position to the Contractor, with a copy also being provided to the Union. This shall be the Notice of Transfer, and it shall be sent on a date to be mutually agreed by the City and the Union between the formal approval and ratification of the contracting out by the City, and the assumption of control by the Contractor.

An employee having received a Notice of Transfer shall have thirty (30) days beyond receipt of the letter to exercise one of the options identified below. The Notice of Transfer shall include all dates, deadlines, and relevant information for the employee. The option selected by the conclusion of the thirty (30) days shall be final, unless otherwise agreed to by the Union and the City. The options are as follows:

1. to accept the transfer to the Contractor;
2. to remain in the employ of the City with status to be resolved as per Collective Agreement;
3. to request a layoff and be placed on the layoff list, and be eligible for recall;
4. to resign; or
5. to retire, if eligible.

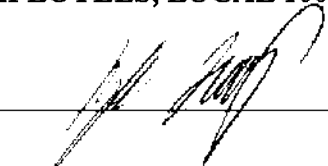
Employees who elect to transfer shall have their seniority recognized by the City for a period of twelve (12) months after transfer, including any seniority accumulated with the contractor, for purposes of posting into vacancies and new positions with the City.

Where it is mutually agreed by the parties, the provisions of this Letter of Understanding may be temporarily superseded in the interests of reducing the time frames and revising the protocols and process contained herein.

Both parties recognize that the WPCF upgrade project is currently in development and that this LOU will need to be revisited by both parties within the term of this collective agreement.

Dated at _____ this 16 day of Feb, 2024.

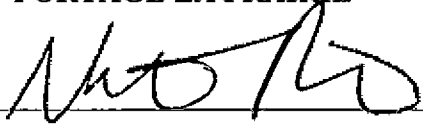
**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1002**



Craig

W. J. McRae

**FOR THE CITY OF
PORTAGE LA PRAIRIE**



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APPENDIX "A"
WAGES

					4%	3%	2%			
				Job	Effective Pay 1, 2024	Effective Pay 1, 2025	Effective Pay 1, 2026			
				Step	Line Pay MVA	Line Pay MVA	Line Pay MVA			
1	0-178	169	Parks Labourer	3503	19.99	20.59	21.00			
		170	Labourer	3310	19.99	20.59	21.00			
2	179-197	190	Rodperson	3402	22.61	23.29	23.75			
3	198-216				23.34	24.04	24.52			
4	217-235				24.09	24.81	25.31			
5	236-254				24.80	25.54	26.05			
6	255-273	262	Finance Clerk & Assistant Finance Clerk	1205	25.52	26.28	26.81			
		266	Parks & Cemetery Maintenance	3502	25.52	26.28	26.81			
		267	Detachment Office Clerk	5007	25.52	26.28	26.81			
7	274-292	276	Accounts Payable Clerk	1205	26.27	27.06	27.60			
8	293-311	307	Waterworks Clerk	1203	26.98	27.79	28.35			
9	312-330	313	Operations Clerk	3001	27.72	28.55	29.12			
		314	Pumping Station Maintenance	3602	27.72	28.55	29.12			
		324	Detachment Operations Support Clerk	5005	27.72	28.55	29.12			
10	331-349	334	Tax Clerk	1202	28.46	29.32	29.90			
		335	Transportation Operator "A"	3312	28.46	29.32	29.90			
		337	Accounting Clerk	3206	28.46	29.32	29.90			
11	350-368	350	Parks & Cemetery Leadhand ***	3504	29.16	32.08	30.04	33.04	30.64	33.70
		358	Detachment Service Assistant	5004	29.16		30.04		30.64	
12	369-387	370	Waterworks Maintenance	3305	29.90		30.80		31.41	
		371	Parks & Cemetery Foreman***	3501	29.90	32.89	30.80	33.88	31.41	34.56
		375	Engineering and GIS Technologist **	3401	<i>see letter of understanding</i>					
13	388-406	393	Senior Waterworks Maintenance	3304	30.63		31.55		32.18	
		406	Assistant Mechanic	3313	30.63		31.55		32.18	
14	407-425	415	Facility Maintenance*	3603	31.35	43.05	32.29	44.34	32.94	45.22
15	426-444	426	Waterworks Foreman***	3303	32.07	35.27	33.03	36.33	33.69	37.06
		438	Laboratory Technologist***	3205	32.07	35.27	33.03	36.33	33.69	37.06
16	445-463	446	Transportation Supervisor***	3306	32.84	36.13	33.83	37.22	34.51	37.96
		459	Auto Diesel Mechanic ***	3309	32.84	36.13	33.83	37.22	34.51	37.96
17	464-482	472	Facility Maintenance Supervisor (*)***	3601	33.54	49.40	34.55	60.88	35.24	51.90
18	483-501				34.29		35.32		36.02	
19	502-520									
ALL OPERATORS, WTP & WPCF					<i>See letter of understanding</i>					

*These positions are currently receiving a Temporary Labour Market adjustment.

**Appendix "C" does not apply to the Engineering Technologist position.

*** Supervisory degree of 4 or 5 additional 10% added to paygrade

APPENDIX "B"
TEMPORARY EMPLOYEES

Temporary employees shall be entitled to the same provisions of the Collective Agreement as permanent employees except as follows:

i) Article 13 – Vacations

A temporary employee shall receive either:

1. vacation pay at the rate of six (6%) percent of accumulated earnings at each pay period, or
2. vacation leave entitlements as per Article 13 of the Agreement, and shall decide which option they prefer at or near to time of hire.

ii) Article 16.01, 16.02 & 16.03

16.01 and 16.02 - Union Leave, 16.03 - Public Office Leave.

CASUAL EMPLOYEES

- (a) Casual employees term of employment shall not exceed fifteen (15) continuous working days.
- (b) A casual employee shall be entitled to the provisions of the Collective Agreement, except as follows:

(i) Article 11 - Seniority

- (ii) Article 13 - A casual employee shall not be entitled to the provisions under Article 13- Vacations, except as follows:

A casual employee shall receive vacation pay at the rate of four (4%) percent of accumulated earnings at each pay period. After 5 years of service the employee shall receive vacation pay at the rate of six (6%) percent of accumulated earnings at each pay period.

(iii) Article 15 - Sick Pay

(iv) Article 16.08 - Pre-Retirement Leave

(v) Article 16.01, 16.02 and 16.03

16.01 and 16.02 - Union Leave, 16.03 - Public Office Leave.

SEASONAL EMPLOYEES

A Seasonal employee shall be entitled to the provisions of the Collective Agreement, except as follows:

- i) Article 11 - Seniority
- (ii) Article 13 - A seasonal employee shall not be entitled to the provisions under Article 13- Vacations, except as follows:

A seasonal employee shall receive vacation pay at the rate of four (4%) percent of accumulated earnings at each pay period.

A seasonal employee who completes two consecutive seasons with the City shall be entitled to six (6%) percent of accumulated earnings at each pay period in the third season.

A seasonal employee who is enrolled in the pension plan shall have the option to bank their vacation pay each period and opt to use this banked pay as time off, up to two (2) days. Any unused or remaining vacation pay shall be paid out to the Employee at the end of the season or upon employment ending.

- (iii) Article 16.08 - Pre-Retirement Leave

- (vi) Article 16.01, 16.02 and 16.03.

16.01 and 16.02 - Union Leave, 16.03 - Public Office Leave.

PART-TIME EMPLOYEES

Part-time employees shall be prorated based on full-time equivalency.

- a) Article 13 - Vacations

Less than one (1) year

- 1.17 credits to a maximum of 14 days

One year or more

- 1.25 credits (3 weeks)

After six (6) years

- 1.67 credits (4 weeks)

After fourteen (14) years

- 2.08 credits (5 weeks)

After twenty-two (22) years

- 2.47 credits (6 weeks)

b) Article 15 -Sick Pay

The leave with pay provided in these articles shall be provided to part-time employees on the same basis as that provided to full-time employees of the same status i.e. permanent or temporary, but shall be earned at the same proportion that a part-time employee's normal hours of work bear to the normal hours of work of full-time employees in the same classification.

The part-time employee may use their accumulated sick leave to recover 100% of the time he would normally have worked had he not been sick.

i.e. If a part-time employee works 50% of the regular full-time hours, the part-time employees receives 50% of full-time sick leave accumulation ($50\% \times 1.5 \text{ days} \times 8 \text{ hours} = 6 \text{ hours}$). A part-time employee scheduled to work 4 hours would receive 4 hours pay for that day he was sick, and their sick leave bank would be reduced by 4 hours, leaving 2 in this example.

APPENDIX "C"

**JOINT JOB EVALUATION PLAN
MAINTENANCE PROCEDURES**

BETWEEN

CITY OF PORTAGE LA PRAIRIE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 1002

January 2008

**JOINT JOB GENDER-NEUTRAL EVALUATION PLAN
MAINTENANCE PROCEDURES**

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ARTICLE 1 - PURPOSE - EQUAL PAY FOR WORK OF EQUAL VALUE

- a. To administer a Joint Gender-Neutral Job Evaluation Plan for CUPE Local 1002 and the City of Portage La Prairie.
- b. To achieve Equal Pay for Work of Equal Value for all jobs within the CUPE Local 1002, which will include these four main factors:
 - i. skill
 - ii. effort
 - iii. responsibility
 - iv. working conditions

The factors and sub factors must have an impact on all jobs being rated.

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Plan:

Duty	Is made up of a number of tasks.
Factors	The four major criteria used to measure jobs are skill, effort, responsibility and working conditions.
Green-Circled Rate	The wage rate that is lower than the newly established wage rate.
Incumbent	An employee who has been appointed to a job.
Job	A group of duties or range of duties or tasks and responsibilities assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties of a job and the required skill, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, interviews and work-site observation.
Job Description	The written description of a job which includes a summary, major duties/responsibilities listed in order of importance and qualifications.
Job Evaluation	A process which measures the value of jobs in relation to each other; this value is expressed in points.
Job Evaluation Plan	The Plan contains the guidelines and degree levels for each sub factor used for evaluating a job.
Out-of-Schedule Rate	A wage rate that is different than that determined through the Job Evaluation Plan. This rate is established for a specific purpose and normally for a specified period of time.
Pay Grade	A designated salary within the salary schedule.
Points	The numerical expression assigned to each degree within each sub factor.

Red-Circled Rate	The wage rate that is higher than the newly established wage rate.
Salary Schedule	A listing of job titles, point bandings and pay grades.
Subfactors	Components of the four major factors.
Sub factor Degree	The actual measurement levels within each sub factor.
Total Points	The sum of all points allotted to each job for all factors determined in accordance with the Job Evaluation Plan.

ARTICLE 3 - THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)

- 3.1 The J.J.E.C. shall have equal representation and participation from the parties, consisting of three (3) representatives from the Employer and three (3) representatives from the Local Union.
- 3.2 The Employer and the Union shall each designate one of its representatives to act as co-chairperson.
- 3.3 Each party may appoint alternate representatives to serve as replacements for absent representatives and the names of alternate representatives shall be submitted to the J.J.E.C. Secretary.
- 3.4 CUPE Local 1002 Committee members and any alternates appointed by CUPE Local 1002 shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall continue to have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of their present position.
- 3.5 Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a unanimous decision of the full Committee. Alternate members shall attend and only vote when replacing a regular committee member who is absent.
- 3.6 The Committee shall meet as necessary at a mutually agreed upon time and place. Each member shall receive notice and agenda of the meeting at least forty-eight (48) hours before the meeting. Either party may call a meeting by giving written notice and this meeting shall take place within seven (7) working days of the delivery of the notice to the other party.
- 3.7 Either party may engage advisors to assist their representatives on the J.J.E.C., however, any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 4 - MANDATE OF THE J.J.E.C.

The J.J.E.C. shall implement and maintain the CUPE Gender Neutral Job Evaluation Plan by:

- (a) Evaluating all the jobs using the Job Evaluation Plan;
- (b) Maintaining the integrity of the program;
- (c) Recommending changes to the Job Evaluation Plan, its procedures or methods, as may be deemed necessary from time to time, to the Union and the Employer.

ARTICLE 5 - JOB ANALYSIS PROCEDURES AND RATINGS FOR NEW AND/OR CHANGED JOBS

5.1 Job ratings serve to:

- a) group jobs having relatively equivalent point values (this is commonly referred to as banding);
- b) provide the basis upon which wage rate relationships between jobs are established;
- c) measure changes in job content;
- d) assign jobs into their proper pay grade in the salary schedule.

5.2 In the application of the Job Evaluation Plan, the following general rules shall apply:

- a) It is the content of the job, and not the performance of the incumbent(s), that is being rated;
- b) Jobs are evaluated without regard to existing wage rates;
- c) Jobs are placed at the appropriate degree level (Appendix "C") in each sub factor by comparing the specific requirements of the job to the sub factor definition, and the description of each degree level;
- d) The job analysis and rating of each job shall be relative to and consistent with the job descriptions and ratings of all other jobs rated under the plan;
- e) No interpolation of sub factor degrees (i.e. mid-points) is permitted.

ARTICLE 6 - MAINTAINING THE JOB EVALUATION PLAN

6.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. It is the intention of the parties to periodically review jobs upon request and to conduct a comprehensive review of half of the total positions every 2 years.

6.2 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures shall be followed:

- a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form (Appendix "B");

- b) Upon receipt of the Job Evaluation Reconsideration Form (JERF), the Committee shall request an up to date signed Job Description and a completed Questionnaire and may involve the interviewing of incumbents and/or supervisors and/or visits to the job site.
 - c) Where the job description has been changed, the Committee shall meet to rate each sub factor of the job, and to establish a new rating for the job and advise the incumbent(s) and/or supervisor of its decision (Appendix "A"). The rating of the job shall determine the pay grade for the job, subject to Article 12 of the Collective Agreement.
 - d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Reconsideration Form was submitted.
 - e) If the job is rated at a pay grade lower than the existing pay grade, the incumbent's rate of pay shall not be reduced;
 - f) All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate.
- 6.3 Whenever the Employer wishes to establish a new job, the following procedures shall apply:
- a) The Employer shall prepare a draft job description for the job;
 - b) A temporary pay grade for the job shall be established by the City and the Union, based on the draft job description;
 - c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
 - d) After six (6) months from the appointment of an incumbent to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire, which shall be submitted, along with an updated job description to the J.J.E.C. The Committee shall review the job description and rate the job according to the Job Evaluation Plan. In the event the pay rate increases, the pay grade shall be paid to each incumbent effective the date of their appointment to the job. In the event that the pay rate of the job decreases as the result of this six month re-examination of the job, the incumbent shall be paid at the rate consistent with the pay rate determined as a result of the six month re-examination of the job, effective the date of completion of the re-evaluation.

For jobs of less than a 6 month duration, the Job Analysis Questionnaire shall be completed after 50% of the job term has passed. For positions that reoccur from year-to-year the Job Analysis Questionnaire shall be completed after 6 months total.

6.4 When either the employee or the supervisor disagrees with a rating from the JJEC the following appeal process shall apply:

- (a) Within ten (10) days of receipt of Appendix "A" the employee or the supervisor may request the Review Decision Form (Appendix "C") stating the reason(s) for the disagreeing with the job description and/or the rating of the job in writing with additional information or documentation included. Completed Review Decision Form and additional information will be shared with both parties, Employee and Supervisor.**
- (b) The JJEC shall consider the request and make a decision by majority with in twenty (20) days which shall be final and binding upon the parties and all employees affected. If necessary, interviews will be scheduled. Timelines can be extended if mutually agreed upon.**

The committee shall inform both the employee(s) and the supervisor of its decision using the Review Decision Form (Appendix "C")

ARTICLE 7 - SETTLEMENT OF DISAGREEMENTS

- 7.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Plan, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist in reaching a decision.**

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the Union and the Employer of this fact, within fifteen (15) working days.

- 7.2 Either party may, by written notice to the other party, refer the dispute to an Arbitration Board/Arbitrator (as per Article 8 of the Collective Agreement).**

- 7.3 The Arbitration Board/Arbitrator shall decide the matter upon which the J.J.E.C. has been unable to agree and their decision shall be final and binding on the J.J.E.C., the Employer, the Union and all affected employees. The Arbitration Board/Arbitrator shall be bound by these Maintenance Procedures and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.**

- 7.4 The Employer and the Union shall be the parties to the Arbitration Hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitration Board/Arbitrator shall have the powers of an Arbitration Board/Arbitrator appointed pursuant to the Collective Agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the Arbitration Board/Arbitrator.
- 7.5 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 8 - APPLYING THE RATING TO THE SALARY RANGES

8.1 The total point allocation shall be used to determine the salary range for the positions based upon the following table as of January 1, 2022

Pay Grade	Banding	Points	Job Title	Job Number
1	-178	169 170	Parks Labourer Labourer	3310
2	179-197	190	Rod person	3402
3	198-216			
4	217-235			
5	236-254	253 253		
6	255-273	262 266 267	Finance Clerk & Assistant Finance Clerk Parks & Cemetery Maintenance Detachment Office Clerk	1204 & 1206 3502 5007
7	274-292	276 287	Accounts Payable Clerk Operations Clerk	1205 3001
8	293-311	307 311	Waterworks Clerk Detachment Operations Support Clerk	1203 5005
9	312-330	314	Pumping Station Maintenance	3602
10	331-349	332 334 335 347	Detachment Com-Centre Operator Tax Clerk Transportation Operator A Assistant Lab Tech	5004 1202 3312 3206
11	350-368	350	Parks & Cemetery Leadhand***	3504
12	369-387	370 371 375	Waterworks Maintenance Parks & Cemetery Foreman*** Engineering and GIS Technologist	3305 3501 See letter of understanding
13	388-406	393 406	Senior Waterworks Maintenance Assistant Mechanic	3304 3313
14	407-425	415	Facility Maintenance *	3603
15	426-444	426 438	Waterworks Foreman*** Laboratory Technologist***	3303 3205
16	445-463	446 459	Transportation Supervisor **** Auto Diesel Mechanic***	3306 3309
17	464-482	472	Facility Maintenance Supervisor (*)***	3601
18	483-501			
19	502-520		All Operators, WTP & WPCF	See letter of understanding

*These positions are currently receiving a Temporary Labour Market adjustment

*** Any position with a supervisory degree of 4 or 5 receives an additional 10% added to their pay grade

APPENDIX "A"
 JOB EVALUATION
 COVERING
 CITY OF PORTAGE LA PRAIRIE
 AND
 CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1002
 ADVICE OF RATING

EMPLOYEE NAME:
JOB TITLE:
LOCATION:
EFFECTIVE DATE:

This is to advise that the rating for the job to which you have been appointed is as follows:

JOB RATING

FACTOR	EDU	EXP	JUD	MEN	PHY	DEX	ACC	SAF	SUP	CON	W/C
DEGREE											
POINTS											
TOTAL POINTS											

PAY GRADE				
AS A RESULT OF JOB EVALUATION, THIS JOB HAS BEEN:				

NOTE: Any employee and/or supervisor or the Union or the Employer who disagrees with the job description and/or the rating established for the job, may request reconsideration of the job description and/or rating by completing a Job Evaluation Reconsideration Form (Appendix "B") and submitting it to the Joint Job Evaluation Committee within thirty (30) days of receipt of this document.

Reasons for disagreeing with the job description and/or rating should be included on the Job Evaluation Reconsideration Form.

APPENDIX "B"

- New Position/Six Month Review
- Duties have changed
- New job Description
- Disagreement with Rating

JOB EVALUATION

RECONSIDERATION FORM

Any employee and/or supervisor or the Union or the Employer, who disagrees with the job description and/or rating established for the job, may request reconsideration of the job description and/or rating by completing this Job Evaluation Reconsideration Form and submitting it to the Joint Job Evaluation Committee.

Reasons for disagreeing with the job description and/or rating of the job should be included on the Job Evaluation Reconsideration Form. Please use additional pages, as required.

EMPLOYEE:	SUPERVISOR:
NAME:	
(Please Print)	
JOB TITLE:	
(Job in Question)	
LOCATION:	
DATE:	
SIGNATURE:	

REASON(S) FOR DISAGREEMENT:

NOTE: FORWARD ORIGINAL TO HUMAN RESOURCES FOR DISTRIBUTION TO:
 (A) EMPLOYEE (B) UNION SECRETARY (C) JOB EVALUATION COMMITTEE

APPENDIX "C"

FACTORS AND SUBFACTORS WEIGHTS

DEGREE LEVELS

	<i>Subfactors</i>	%	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>
1	Education	13	13	26	39	52	65	78	91	104	117
2	Experience	13	13	26	39	52	65	78	91	104	117
3	Judgement	9	9	18	27	36	45	54			
4	Mental Effort	7	7	14	21	28	35				
5	Physical Activity	7	7	14	21	28	35				
6	Dexterity	6	6	12	18	24					
7	Accountability	10	10	20	30	40	50				
8	Safety of Others	8	8	16	24	32					
9	Supervision of Others	8	8	16	24	32	40				
10	Contacts	10	10	20	30	40	50	60			
11	Disagreeable Conditions	9	9	18	27	36	45				