

COLLECTIVE AGREEMENT

BETWEEN:

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1719**

- AND -

MUNICIPALITY OF KILLARNEY – TURTLE MOUNTAIN

TERM OF AGREEMENT:

JANUARY 1, 2023 TO DECEMBER 31, 2025

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ARTICLE 1 – PREAMBLE

101 It is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) to encourage efficiency in operations
- (d) to promote the morale, wellbeing and security of all employees in the bargaining unit of the Union, and

102 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement. In administering this Agreement, the Employer and the Union shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 2 – MANAGEMENT RIGHTS

201 The Employer shall retain all rights to manage and direct its forces, including rights of hiring, scheduling, layoff, temporary reassignment and discipline except to the extent those rights are modified by this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

301 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1719 as the sole and exclusive collective bargaining agent for all its employees save and except the Chief Administrative Officer, the Financial Manager, the Public Works Manager, the Utility Manager, the Recreation Manager, the Assistant Recreation Manager, and office staff and hereby agrees to negotiations with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

302 No Other Agreements

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

ARTICLE 4 – NO DISCRIMINATION

401 Employer Shall Not Discriminate

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 hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of their membership or activity in the Union, or any other reason.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENTS

501 All Employees to be Members

All employees of the Employer covered under Manitoba Labour Board Certificate No. 6394 as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union.

502 Probationary Period

A newly hired employee shall be on probation for a period of one (1) year from the date of hiring. During the probationary period, the employee, except in the case of discharge, shall be entitled to all rights and benefits of this Agreement.

ARTICLE 6 – CHECK-OFF OF UNION DUES

601 Check-Off Payments

The Employer shall deduct from every employee any monthly dues, initiation fees, or assessments levied, in accordance with the Union Constitution and bylaws.

602 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month, accompanied by a list of the names, addresses and classifications of employees from whose wages the deductions have been made.

603 Indemnity

Provided the Employer deducts and remits the amounts required by the Union for monthly dues, initiation fees, or assessments levied, the Union shall indemnify and save

harmless the Employer for any errors, omissions or miscalculations caused by the Union.

ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS

701 Representation

The Employer shall not bargain with or enter into any agreement with the employee or group of employees in the bargaining unit.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of the officers.

702 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than five members of the Union. The Union will advise the Employer of the Union nominees to the Committee.

703 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions, etc., shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

704 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer’s premises in order to investigate and assist in the settlement of a grievance.

705 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than six (6) calendar days after the request has been given and shall not be held during normal working hours without the Employer’s consent.

706 Time Off For Meeting

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right to attend meetings not to be held during normal

working hours without the Employer's consent.

707 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the Employer.

708 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance and arbitration procedures providing the decision of the grievance and/or arbitration board rule in favour of the employee registering such grievance.

ARTICLE 8 – GRIEVANCE PROCEDURE

801 Definition of Grievance

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

802 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1 – The aggrieved employee(s) will submit the grievance to his Steward. If the employee's Steward is absent, he may submit his grievance to the Chief Steward and/or another member of the Grievance Committee. At each step of the Grievance Procedure the grievor shall have the right to be present.

Step 2 – If the Steward and/or the Grievance Committee consider the grievance to be justified, he/they will first seek to settle the dispute with the employee's Supervisor.

Step 3 – Failing satisfactory settlement within two working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Personnel Committee of Council a written statement of the particulars of the grievance and the redress sought. The Personnel Committee of Council shall render his decision within seven (7) working days after receipt of such notice.

Step 4 – Failing settlement being reached in Step 3, the Grievance Committee will submit the written grievance to the Council, who shall render a decision within five (5) working days after the next regular Council meeting.

Step 5 – Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration.

803 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Steps 1, 2 and 3 of this Article may be by-passed.

804 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

ARTICLE 9 – ARBITRATION

901 Within ten (10) calendar days after receiving the reply of the Municipality or designate and failing a satisfactory settlement, either party may refer the dispute to arbitration by giving notice to the other party in writing.

902 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.

903 The two (2) named members of the Board shall, within ten (10) calendar days name a third member of the Board who shall be Chairperson.

904 In the event of a failure to agree upon a third person, the Minister of Labour for the Province of Manitoba shall be requested to appoint a third member.

905 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this agreement, or to modify or amend any portion of this agreement.

906 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.

907 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties, and may not be changed.

908 Clarification on Decision

Within five (5) calendar days following receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator either party may apply to the Chairperson of the Board of Arbitration or sole arbitrator, to reconvene. Within five (5) calendar days the Board of Arbitration or the sole arbitrator shall reconvene to clarify the decision.

909 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the arbitrator it appoints;
- (b) one-half (½) the fees and expenses of the Chairperson or sole arbitrator.

910 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

911 Amending the Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

912 Employees who are subpoenaed (subpoena ad testificandum or subpoena duces tecum) to appear at an arbitration hearing related to this Collective Agreement shall be given necessary time off work. The party which called her/him (either the Employer or CUPE as the case may be) shall be responsible for compensating her/him for any salary which would otherwise be lost.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

1001 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Administrative Officer or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

1002 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee may be accompanied at the meeting by a Union representative if she so desires.

- 1003 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- 1004 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 1005 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 1006 There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 11 – SENIORITY

1101 Seniority Defined (Type of Seniority Unit)

Seniority is defined as the length of service in the bargaining unit and shall be one of the factors used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

- 1102 An employee shall lose his seniority standing for the following reasons, when or if:
1. the employee resigns;
 2. the employee is discharged for just cause and is not reinstated;
 3. the employee fails to return to work following an authorized leave of absence;
 4. the employee
 - a. does not return to work from lay-off five (5) working days of being notified by registered mail;
 - b. fails to report immediately following the notice period required to be given to another employer, said notice to be given immediately upon receipt of recall notice; or

- c. where the laid off employee fails to report due to illness and such illness is not substantiated by a medical certificate.
5. the employee is laid off for a period that exceeds six (6) months after the date of lay-off.

ARTICLE 12 – VACANCIES, PROMOTIONS AND TRANSFER

- 1201 All vacant positions which fall within the scope of this Collective Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the required qualifications, current site, current shift, hours of work and wage rate. A copy of the posting shall be given to the Secretary of the Local Union or designate.
- 1202 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of her application. The name of the successful applicant for any position which falls within the scope of this Agreement will be sent to the Secretary of the Union where there are internal applicants.
- 1203 When making staff changes, transfers or promotions, the applicant with the qualifications, experience and ability to do the job will be appointed. Where qualifications, experience and ability to do the job are equal, the applicant with the most seniority will be appointed to the position.
- 1204 Upon promotion or transfer, the employee will have a ninety (90) day trial period, during which the Employer may, in its sole discretion, determine the employee unsuitable for the position in which case the employee shall be returned to their former position. During the trial period the employee may also request a return to their prior position. In the case of an employee being returned to their former position the employee shall not lose seniority and shall be paid the same rate of pay as the employee was paid in that former position. Any other employees promoted or transferred because of the trial period shall revert to their former position without loss of seniority and shall be paid the same rate of pay as the employee was paid in that former position.
- 1205 When an employee is promoted, her new and future salary will be determined as follows:
- (a) The new salary will be at the rate of her new classification which provides the equivalent of one increment step in relation to the wage rate in her new classification. For the purposes of calculation, this increment shall be at least equal in value to the difference between the Start rate and Step 1.
 - (b) Subject to Schedule “A”, the subsequent increments, if any, shall be due on January 1st of the employee’s date of employment.

- 1206 If an employee voluntarily transfers to a lower or equally paid classification, she shall be paid at the same increment step in the new classification as she was at the old classification.
- 1207 An employee, who through advancing years or disablement is unable to perform her regular duties, shall be given preference for transfer to any suitable job which is open and which requires the performance of lighter work for which she is capable. She would be paid at the same increment step in the new job as she was in her previous job.
- 1208 Employees shall not be eligible to apply for transfer during their probationary period, except where the posted position is permanent and represents a promotion, or an increase in EFT. A probationary employee who transfers will be required to complete a full probationary period in the new position. This period may be extended if the Employer so requests and the Union agrees.
- 1209 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1210 After written application from an employee and at the sole discretion of the Employer, necessary time off and/or subsidies may be granted to the employee to attend educational and training programs, which are relevant to her employment at the Facility.
- 1211 If an employee takes a course outside of working hours, and if before the employee takes the course, the Chief Administrative Officer or designate stipulates in writing to the employee that the course is relevant to her employment, the Employer will reimburse the employee for one hundred percent (100%) of the tuition fee and lost wages. Proof of successful completion will be required.

ARTICLE 13 – LAYOFFS AND RECALLS

1301 Role of Seniority in Layoffs

Both parties recognize that job security shall 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 bargaining-unit-wide seniority.

1302 Recall Procedure

Employees shall be recalled in the order of their seniority. Only those employees who remain on the seniority list shall be entitled to recall.

1303 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall.

1304 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify full time employees who are to be laid off twenty (20) working days prior to the effective date of layoff. Part time and casual employees shall be given ten (10) working days notice prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

1305 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 14 – HOURS OF WORK

1401 April 15th through to October 15th, the hours of work shall be 7:00 a.m. to 4:30 p.m. with one (1) hour unpaid for lunch.

October 16th to April 14th, the hours of work shall be 7:30 a.m. to 4:30 p.m. with one (1) hour unpaid for lunch.

ARTICLE 15 – OVERTIME

1501 Overtime Defined

All time worked before or after the regular work day and the regular work week, shall be paid at the rate of time and one-half (1½) for the first four (4) hours and at the rate of double (2) time for all hours in excess of four (4) hours.

1502 Time Off in Lieu of Overtime

- a) Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon.
- b) An employee may carry over from year to year a maximum of eighty (80) hours of banked time. All banked time over eighty (80) hours will be paid out at the end of the calendar year.

1503 Call Back

Employees called back to work on a Saturday, Sunday or Holiday shall receive a minimum of three (3) hours at one and one-half (1½) times their regular rate of pay.

ARTICLE 16 – HOLIDAYS

1601 Paid Holidays

The Employer recognizes the following as paid holidays:

- | | |
|--------------------------------------------------|------------------|
| New Year’s Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Terry Fox Day | Louis Riel Day |
| National Day for Truth and Reconciliation | |

and any other holiday proclaimed by the Federal or Provincial Governments.

Four (4) hours on the last working day prior to New Year’s Day.

Four (4) hours on the last working day prior to Christmas Day.

1602 Where a paid holiday falls on an employee’s day off or during the employee’s annual vacation, such employee shall receive a day off in lieu thereof or an extra day’s pay at straight time rates, if mutually agreed upon between the employee and the Municipality.

1603 Employees who are normally scheduled to work on a statutory holiday shall have the first option of refusing that shift providing the shift will be covered by other employees.

ARTICLE 17 – VACATIONS

1701 Length of Vacation

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

- | | |
|-----------------------------------------------------------------------------------|-----------------|
| One year or more | Three (3) weeks |
| In the calendar year of the 7 th anniversary and each year thereafter | Four (4) weeks |
| In the calendar year of the 15 th anniversary and each year thereafter | Five (5) weeks |
| In the calendar year of the 20 th anniversary and each year thereafter | Six (6) weeks |

1702 Where an employee qualified for sick leave, involving hospitalization or is incapacitated due to illness, and has a medical certificate from a qualified medical practitioner, during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

1703 Minimum Vacations

Employees who do not qualify for three (3) weeks vacation shall, upon request, be allowed sufficient leave of absence without pay so that they may enjoy a minimum of three (3) weeks vacation.

ARTICLE 18 – SICK LEAVE PROVISIONS

1801 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable by either the *Workers Compensation Board* or by the *Manitoba Public Insurance Corporation (MPIC)* shall receive her regular basic pay to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by the *MPIC*.

- (a) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that she has accumulated income protection credits, with the proviso that:
 - i) If the employee chooses a doctor, dentist or chiropractor outside of her community, such time off with pay will be to a maximum of two (2) hours.
- (b) Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of her community by reason of non-availability of service in her community the employee shall be allowed up to one (1) shift off with pay, to the extent that income protection credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service.

1802 Annual Paid Sick Leave

Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1½) days for every month an employee is employed.

1803 Accumulation of Sick Leave

The unused portion of an employee's sick leave shall accrue up to one hundred and forty (140) days.

1804 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. Absence on account of illness for less than half a day shall be deducted. Absence for half a day or more and less than a full day shall

be deducted as one-half (½) day.

- 1805 (a) If an employee is to be absent for illness for a period exceeding her income protection, including EI and Sick Bank credits, she must request, or cause someone on her behalf to request a leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection. In such cases, an employee shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- (b) An employee who is accepted for benefits under the Health Benefit Disability and Rehabilitation Plan, to commence immediately following the elimination period, will be entitled to unpaid leave of absence of up to two (2) years.

1806 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that he was unable to carry out their duties due to illness. An employee must notify the Employer of any illness within two (2) hours of their normal starting working time.

- 1807 The Union agrees that in cases of suspected abuse of sick leave, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of sick leave utilization.
- 1808 An employee will be allowed to use up to a maximum of **seven (7)** accumulated sick days per year in the event of illness of their spouse and/or dependent children. Employees will be allowed to utilize two (2) accumulated sick days for the birth of their child.
- 1809 Upon retirement, after twenty (20) years of service with the Employer, an employee shall be paid 25% of all unused sick leave credits.
- 1810 Employees unable to perform their regular work with the Municipality as a result of an injury or illness which is recognized as compensable by the *Workers' Compensation Act*, will be entitled to income protection payment for the difference between the compensation award and their regular salary. Such difference will be deducted from the employee's accumulated income protection entitlement and payment will cease when the employee's income protection entitlement has been totally claimed.

ARTICLE 19 – LEAVE OF ABSENCE

1901 Leave of Absence for Union Functions

Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, schools, and training, shall be allowed leave of absence without pay and

benefits. Leave of absence without pay but without loss of benefits shall be allowed employees to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. Such permission shall not be unreasonably withheld.

1902 Bereavement Leave

An employee shall be granted up to five (5) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater. Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral. One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation is at a later date.

1903 Mourner's Leave

Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as an official pallbearer, to be paid out of the employee's sick bank.

Necessary time off up to one (1) day at basic pay may be granted an employee to attend either a funeral or initial memorial service as a mourner for the following family members who are not identified in Article 1902: step-brother, step-sister, aunts, uncles, nieces, nephews, and those not related but who the employee considers to be like a close relative.

1904 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matters arising out of their employment shall be considered as time worked at the appropriate rate of pay.

1905 Maternity Leave

As per the *Employment Standards Act*, a female employee who has completed six (6) months of employment with the Employer shall be granted a maternity leave of absence without pay by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within seventeen (17) weeks unless she wishes to take parental

leave of up to sixty-seven (67) weeks without pay, immediately following her maternity leave.

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

1906 Parental Leave

(a) Entitlements

Every employee

- (i) who,
 - (1) in the case of a female employee, becomes the natural mother of a child;
 - (2) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or
 - (3) adopts a child under the law of a province; and
- (ii) who has completed six (6) consecutive months of employment; and
- (iii) who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave without pay from the Employer, consisting of a continuous period of up to sixty-three (63) weeks.

(b) Commencement of Leave

Subject to the following paragraph, **a parental leave must commence not later than eighteen (18) months after the date on which the child is born or adopted or comes into the care and custody of the employee.** The employee shall decide when his or her parental leave is to commence and, where possible, shall take said leave at a time that is mutually agreeable to the Employer and the employee.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work after expiry of the maternity leave and

before the commencement of the parental leave, unless the employee and the Employer otherwise agree.

(c) Late Application for Parental Leave

When an application for parental leave under Sub-Article (a) above is not made in accordance with Sub-Article (iii), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the portion of the leave period that remains at the time the application is made.

1907 An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of his or her return. On return from Maternity and/or Parental Leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

1908 Compassionate Care Leave

Employees shall be entitled to Compassionate Care Leave as per the *Employment Standards Act*.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

2001 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Payment shall be made by direct deposit.

2002 On Call Provisions

When an employee is advised that they are “on call” that is, immediately available by telephone contact, they shall be paid thirty-five dollars (\$35.00) per day.

All hours actually worked by an “on call” employee shall be paid at overtime rates in accordance with Article 15 – Overtime, of this Agreement.

2003 Employees scheduled to work evening or weekend shifts shall receive a shift differential of **one dollar and twenty-five cents (\$1.25)** per hour for all hours worked.

Weekends are considered Saturday and Sundays; evening shifts starts at 3:00 p.m. to 11:00 p.m. Statutory holidays are not included in the shift differential rate.

2004 a) The Employer agrees to supply coveralls to its employees.

b) The Employer shall provide two hundred (\$200.00) dollars per year for safety clothing.

2005 Where the Employer requires that safety footwear be worn, full-time employees will be provided with a Safety Boot Allowance to a maximum of **two hundred dollars (\$200.00)** per year upon presentation of a receipt.

Employees who are required to wear safety clothing and safety footwear have the option to combine the two allowances for a total of **four hundred dollars (\$400.00)** per year to purchase the required clothing and/or boots.

ARTICLE 21 – JOB CLASSIFICATION AND RECLASSIFICATION

2101 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within 30 days.

2102 In the event that the Municipality establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall be notified and commence negotiations for the appropriate salary range forthwith. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.

ARTICLE 22 – SAFETY AND HEALTH

2201 Co-operation on Safety

The Union and the Employer shall co-operate in enforcing safe working conditions as set out in the *Workplace Health and Safety Act* of the Province of Manitoba.

ARTICLE 23 – GENERAL CONDITIONS

2301 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices or meetings and such other notices as may be of interest to the employees.

ARTICLE 24 – PRESENT CONDITIONS AND BENEFITS

2401 Present Conditions to Continue

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

2402 The Employer agrees to provide to the employees a comprehensive benefit package which includes a vision care plan, dental plan and extended health benefits the same as offered by Blue Cross with the AMM Organization. The final selection of a carrier shall be made by the Employer in consultation with the employees. The Employer and the employees will each pay 50% of the cost of the premiums for the plan.

The plan will become effective March 1, 1999.

ARTICLE 25 – REASONABLE ACCOMMODATION / RETURN TO WORK

2501 Reasonable Accommodation

The parties recognize that the Manitoba *Human Rights Code* establishes a reasonable accommodation requirement to the point of undue hardship, in order to accommodate the special needs of any person or group where those needs are based on the protected characteristics as set out in the Manitoba *Human Rights Code*.

The Employer and the Union are committed to reasonable accommodation in a manner that respects the dignity and privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Employer and the Union.

Where a need has been identified, the parties will meet to investigate and identify the feasibility of accommodation that is substantial, meaningful and reasonable to the point of undue hardship.

Where necessary, relevant provisions of the Collective Agreement may, by mutual agreement between the Union and the Employer, be waived.

When an accommodation is being implemented, the Employer and the Union agree to provide an orientation to affected employees concerning the principles of reasonable accommodation and the nature of the accommodation being implemented.

In the event the accommodation results in the employee being moved to a higher classification position, her new salary shall be determined in accordance with Article 1205.

In the event the accommodation results in the employee being moved to a lower classified position, her new salary shall be determined in accordance with Article 1206.

2502 Return to Work

The Employer, the Union and employee(s) share a mutual concern for facilitating the return to work of ill, injured or disabled employees. The Union shall be notified of any return to work initiatives with respect to any employee. The applicable parties shall meet to ensure the employee is clear on all the details and provisions of the return to work and that the work designated is within her restrictions and limitations as documented by a qualified medical practitioner.

ARTICLE 26 – TERM OF AGREEMENT

2601 Duration

This Agreement shall be binding and remain in effect for a three (3) year term from January 1, 2023 to December 31, 2025.

2602 Changes in Agreement

Any changes deemed necessary in this Agreement may be by mutual agreement at any time during the existence of this Agreement.

2603 Notice of Changes

Either party desiring to propose changes to this Agreement shall, between the period of 30 and 60 days prior to the termination date, give notice in writing to the other party of the change. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

2604 Agreement to Continue in Force

Where such notice requests revisions only, the following conditions shall apply:

- (a) The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.
- (b) Both parties shall adhere to the terms of this Agreement during the collective bargaining. If negotiations extend beyond the termination of the agreement, any revisions in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

2605 No Strikes or Lockouts

- a) The Union and all its Representatives agree that there shall be no strikes, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work during the term of this Agreement.
- b) The Municipality agrees that it will not engage in any lockout during the term of this Agreement.
- c) In the event that any employee(s) strike or take any action contrary to 2405 above then the Union shall instruct said employee(s) to return to work and perform his usual duties.

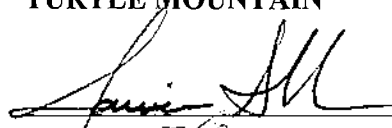
2606 Retroactivity


All changes in the new Agreement shall be adjusted retroactively unless otherwise specified. All retroactivity shall be payable within forty-five (45) days of ratification.

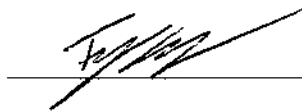
SIGNED this _____ day of _____, 2023.

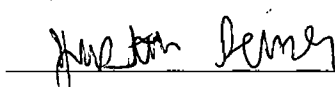
**ON BEHALF OF THE EMPLOYER:
MUNICIPALITY OF KILLARNEY –
TURTLE MOUNTAIN**

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1719**

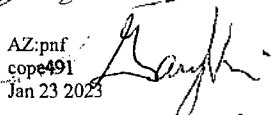








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cope491
Jan 23 2023


M. Cuvelier Klas



**CUPE LOCAL 1719
MUNICIPALITY OF KILARNEY – TURTLE MOUNTAIN**

SCHEDULE "A"

Schedule "A" - Proposed Rates

<u>POSITION</u>	STEPS	2022	2023	2024	2025
<u>Labourer (Replacing Operator 1 & 2)</u>	START	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
	1	\$ 18.25	\$ 18.75	\$ 19.25	\$ 19.75
	2	\$ 19.10	\$ 19.60	\$ 20.10	\$ 20.60
	3	\$ 19.90	\$ 20.40	\$ 20.90	\$ 21.40
	4	\$ 20.70	\$ 21.20	\$ 21.70	\$ 22.20
	5	\$ 21.45	\$ 21.95	\$ 22.45	\$ 22.95
<u>Operator (Replacing Operator 3)</u> Maximum 3 positions	START	\$ 23.25	\$ 24.00	\$ 24.75	\$ 25.50
	1	\$ 24.05	\$ 24.80	\$ 25.55	\$ 26.30
	2	\$ 24.85	\$ 25.60	\$ 26.35	\$ 27.10
	3	\$ 25.65	\$ 26.40	\$ 27.15	\$ 27.90
	4	\$ 26.45	\$ 27.20	\$ 27.95	\$ 28.70
<u>Landfill Supervisor</u> Maximum 1 position	START	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75
	1	\$ 24.05	\$ 24.55	\$ 25.05	\$ 25.55
	2	\$ 24.85	\$ 25.35	\$ 25.85	\$ 26.35
	3	\$ 25.65	\$ 26.15	\$ 26.65	\$ 27.15
<u>Maintenance I</u> Maximum 1 position	START	\$ 23.25	\$ 23.75	\$ 24.25	\$ 24.75
	1	\$ 24.05	\$ 24.55	\$ 25.05	\$ 25.55
	2	\$ 24.85	\$ 25.35	\$ 25.85	\$ 26.35
	3	\$ 25.65	\$ 26.15	\$ 26.65	\$ 27.15
<u>Water & Sewer</u> Start level to level 2 is for employee in training. Level 3 to level 5 must be certified with qualification listed in job description. Maximum 3 positions Proposed - If hiring external with experience and qualifications start at level 3	START	\$ 22.75	\$ 23.30	\$ 23.85	\$ 24.40
	1	\$ 23.75	\$ 24.30	\$ 24.85	\$ 25.40
	2	\$ 24.75	\$ 25.30	\$ 25.85	\$ 26.40
	3	\$ 25.75	\$ 26.30	\$ 26.85	\$ 27.40
	4	\$ 26.75	\$ 27.30	\$ 27.85	\$ 28.40
	5	\$ 27.75	\$ 28.30	\$ 28.85	\$ 29.40

Effective date for changes to be implemented - January 1st, 2023