

COLLECTIVE BARGAINING AGREEMENT

CITY OF THOMPSON

and

U.S.W. LOCAL 8223-12

March 1, 2016

to

February 29, 2020

“STATEMENT OF SEXUAL HARASSMENT

The Employer and the United Steelworkers, Local 8223-12, are jointly committed to maintain a work environment that is free of sexual harassment. Sexual harassment will not be tolerated and any person who is in breach of this policy will be subject to disciplinary action or discharge.

The Employer will not knowingly permit the sexual harassment of any person and will take all reasonable steps to terminate such harassment, as required under the Human Rights Code of Manitoba.

Sexual harassment is any unsolicited and unwelcome sexually oriented behaviour. It may include but it is not limited to the following:

- * Unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
- * Implied or expressed promise of reward for complying with a sexually oriented request; or
- * Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- * Unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, attire, sex or sexual orientation; or
- * Displaying of pornographic or sexist pictures or materials.

An individual who is being subjected to any form of sexual harassment should tell the offender that what is being said or done is offensive and ask that such behaviour stop. If the alleged harassment continues, the individual should report the incident, at the earliest opportunity, to a Union Steward or Committeeman, or a supervisor or other management personnel.”

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THIS AGREEMENT MADE THIS 1ST DAY OF MARCH, 2016 A.D.

Between:

THE CITY OF THOMPSON

Thompson, Manitoba

(hereinafter called "THE EMPLOYER")

"PARTY OF THE FIRST PART"

And:

UNITED STEEL, PAPER AND FORESTRY, RUBBER,

MANUFACTURING, ENERGY, ALLIED INDUSTRIAL

AND SERVICE WORKERS INTERNATIONAL UNION

(UNITED STEELWORKERS)

LOCAL 8223-12

(hereinafter called "THE UNION")

"PARTY OF THE SECOND PART."

ARTICLE 1 - PREAMBLE

- 1.01** WHEREAS the Manitoba Labour Relations Board by Certificate dated May 12, 1966, has certified the Union as the bargaining agent for the Employees in the bargaining unit hereafter described, the parties agreed as follows:
- a) To maintain the existing harmonious relationship between the Employer and the members of the Union to promote co-operation and understanding between the Employer and its Employees;
 - b) To provide for the prompt and equitable settlement of conditions of employment between the Employer and the Union in accordance with the provisions of this Agreement;
 - c) To encourage efficiency in operation; and
 - d) Secure satisfactory working conditions, hours and wages for all Employees subject to the provisions of this Agreement.
- 1.02** AND WHEREAS it is now desirable that the terms be reduced to writing, NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 - DEFINITIONS

Wherever used in this Agreement:

- 2.01** The word "Employer" shall mean the City of Thompson.
- 2.02** The word "Council" shall mean the Council of the City of Thompson.
- 2.03** The expression "Permanent Job" shall mean any job within the permanent establishment determined by the Council.
- 2.04** The expression "Temporary Job" shall mean any job established by Council for a definite period of time.
- 2.05** The expression "Full-time Job" shall mean a job (whether permanent or temporary) which has been approved by Council with a work week of forty (40) hours.
- 2.06** The expression "Part-time Job" shall mean a job (whether permanent or temporary) which has been approved by Council with a work week of less than forty (40) hours.
- 2.07** a) The word "Seniority" when applied to Employees who occupy full-time jobs mean the Employee's length of continuous employment with the Employer since the date of his most recent hire, calculated in days, months and years less the periods to be deducted under the terms of this Agreement.

- b) The word "Seniority" when applied to Employees who occupy part-time jobs shall mean the Employee's length of continuous employment with the Employer since the date of his most recent hire, calculated in hours, days, months and years less the period to be deducted under the terms of this Agreement. [I.e. eight (8) hours equals one day, forty (40) hours equals one week, one hundred and sixty (160) hours one month, and two thousand eighty (2080) hours equals one year.]
- 2.08** The expression "Regular/Basic Rate" shall mean the rate shown in Schedule "A".
- 2.09** The expression "Leader Rate" shall mean the rate paid to an Employee in addition to his regular/basic rate for the additional duties and responsibilities when he is appointed to give direction to and be responsible for the work of other Employees as well as performing his regular tasks. Under normal circumstances and depending on the nature of the work and equipment involved, the Employees directed will usually be five (5) or more.
- 2.10** a) The expression "Probationary Employee" when applied to Employees who occupy full-time jobs shall mean an Employee of the Employer having less than sixty (60) days worked of continuous service with the Employer immediately following the date of his most recent hire.
- b) The expression "Probationary Employee" when applied to Employees who occupy part-time jobs shall mean an Employee having less than four hundred and eighty (480) hours worked of continuous service with the Employer immediately following the date of his most recent hire.
- c) The expression "Seasonal Employee" shall mean a person who is hired for seasonal employment.
- 2.11** The word "Student" shall mean an Employee who is enrolled in High School or other Educational Institution and is hired to fill a temporary job.
- 2.12** Whenever singular or masculine terms are used in this Agreement, they shall also mean the plural or feminine terms unless the context requires otherwise.

ARTICLE 3 - RECOGNITION & NEGOTIATIONS

- 3.01** This Agreement shall apply to those Employees while employed by the Employer of Thompson in the performance of those services that qualify them to be a part of that bargaining unit defined in Certificate No. M.L.B.-1136 issued by the Manitoba Labour Board, May 12, 1966, and amended as follows:

This Agreement shall apply to all hourly rated Employees while employed by the City of Thompson.

- 3.02** It is further agreed that persons whose regular jobs are not contained within the framework of the definition of the said bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or in emergencies when regular Employees are not available.
- 3.03** The Employer hereby recognizes the Union as the sole collective bargaining agent for all those Employees covered by Article 3.01 of this Agreement in respect of hours of work, wages and all other conditions pertaining to this Agreement.

ARTICLE 4 - MANAGEMENT

- 4.01** The Union recognizes that subject to the terms of this Agreement, it is exclusively the function and right of the Employer to manage the affairs of the Employer and to direct the working forces of the Employer.
- 4.02** The Union acknowledges it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency
 - b) Hire, transfer, promote, demote, or discharge Employees for just cause provided that a claim by an Employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as provided in the Grievance and arbitration procedures of this Agreement.

The Union further recognizes the right of the Employer to operate and manage its operations in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of Employees needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the Employees.

It is not intended by the foregoing paragraphs to limit any of the normal or useful functions of management or to fully define such functions.

The Employer agrees that any exercise of rights and powers under this Article in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure.

- 4.03** It is the duty of every Employee to comply with all reasonable rules and regulations of the Employer.

ARTICLE 5 - CHECK-OFF DUES

- 5.01** The Employer agrees to the compulsory bi-weekly check-off of constitutional Union dues for all Employees covered by this Agreement. Such dues deducted shall be made payable to the International Treasurer of the Union and forwarded to the United Steelworkers, Box 9083, Commercial Court Postal Station, Toronto, Ontario, M5L 1K1, accompanied by a list of all Employees from whose wages the deductions have been made.
- 5.02** In consideration of the premises and of the Employer making the compulsory check-off of constitutional Union dues as therein provided, the Union agrees to and does hereby indemnify and save the Employer harmless from all claims, demands, actions and proceedings of any kind and from all causes of action which may arise or be taken against the Employer by reason of the Employer making the compulsory check-off Union dues as provided for in this Agreement.

ARTICLE 6 - REPRESENTATION

- 6.01** It is agreed that in any discussion or representation arising out of this agreement the Union shall have the right at any time to have the assistance of one or more representatives of The United Steelworkers or a person designated as such when dealing and negotiating with the Employer and the Employer shall have the right to have the assistance of a solicitor or other person designated by it when dealing and negotiating with the Union.

ARTICLE 7 - THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- 7.01** The Employer agrees to provide the necessary number of copies of this Agreement to the Union and the Employer agrees to present each of the new Employees with a copy of such Agreement.
- 7.02** New Employees and transfers shall be given orientation and a job description on their start day. Details of benefits and Employee Assistance Program shall be given to new Employees.

ARTICLE 8 - NO DISCRIMINATION

- 8.01** Subject to the express terms of this Agreement, neither the Union nor the Employer, its servants or agents, shall discriminate, interfere, restrict or coerce any Employee or prospective Employee in respect of any matters coming within the terms of this Agreement by reason of race, creed, color, national origin, political or religious affiliation, sex, marital status (i.e. whether single or married) or by reason of his membership in the labour union.

No discrimination shall be extended to include ancestry, including colour and perceived race; national origin; ethnic background or origin; religion or creed, or religious belief, religious association or religious activity; sex, including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy, gender-determined characteristics or circumstances other than those included in the previous statement; sexual orientation; marital or family status; source of income; political belief, political association or political activity; physical or mental

disability or related characteristics or circumstances, including reliance on a dog guide or other animal assistant, a wheelchair, or any other remedial appliance or device.

8.02 The parties also mutually agree that no Employee should be subjected to sexual harassment.

Sexual Harassment:

The Union and the Employer recognize the right of Employees to work in an environment free from sexual harassment, and the Employer undertakes to discipline any person employed by the Employer engaging in sexual harassment of another Employee.

Sexual harassment shall be defined as:

- a) Inappropriate touching including which is expressed to be unwanted;
- b) Suggestive remarks or other verbal abuse with a sexual connotation;
- c) Compromising invitations;
- d) Repeated or persistent leering at a person's body;
- e) Demands for sexual favours;
- f) Sexual assault.

In cases of sexual harassment, the Employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an Employee, where possible, it shall be the harasser who is transferred. The Employee who is harassed will not be transferred against his/her will. An Employee may initiate a grievance under this clause at any step of the grievance procedure.

Grievances under this clause will be handled with all possible confidentiality and dispatch.

An alleged offender (under this clause) shall be entitled:

- i) To be given notice of and the substance of a grievance under this clause;
- ii) To be given notice of and to attend, participate in and be represented at any arbitration hearing which is held as a grievance under this clause.

An arbitrator, hearing a grievance (under this clause) shall have the authority to:

- i) Dismiss the grievance;
- ii) Determine the appropriate level of discipline; and
- iii) Make such further order as may be necessary to provide a final and conclusive settlement of the grievance.

An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the arbitrator.

ARTICLE 9 - SENIORITY

9.01 Both parties agree that, subject to clause 9.02, job opportunity and job security should increase according to seniority. Subject to clause 9.02 the Employer shall give preference according to seniority in the case of:

- a) Promotions and demotions,
- b) Lay-off and
- c) Recall,

in accordance with this Article.

9.02 The giving of preference according to seniority in accordance with this Article, shall be subject to the requirements of operations and the knowledge, training and skill of the Employee to fill the normal requirements of the job. Where these factors are to all intents and purposes equal as between two or more Employees, their relative seniority ranking shall govern.

Employees who have successfully bid on a position listed in Schedule "A" or Schedule "A-1" as "licence or certificate required" shall not be permitted to bid on any vacancy during the first eighteen (18) months that they hold that position or during the first eighteen (18) months following receipt by the employee of the applicable licence or certificate, whichever is later.

9.03 Seniority of New Employees:

- a) Employees hired to occupy full-time jobs shall be considered on probation for a period of seven hundred and twenty (720) hours worked from the date of most recent hire subject to the Employer's right to extend the probationary period by up to a maximum of three hundred and sixty (360) additional hours worked. Employees hired to occupy part-time jobs shall be considered on probation for a period of four hundred and eighty (480) hours worked from the date of most recent hire subject to the Employer's right to extend the probationary period, after discussion with the Union, by up to a maximum of two hundred and forty (240) additional hours worked.
- b) During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge and demotion. Employment of such Employees may be terminated at any time during this probationary period with recourse to the Grievance procedure.
- c) After completion of the probationary period, seniority shall be effective from the date of most recent hire.

- 9.04** a) All Employees [except Students and those who occupy jobs with a work week of less than twenty (20) hours] shall accumulate seniority as provided in this Agreement.
- b) Students and Employees in part-time jobs who are not eligible to accumulate seniority will be credited with service.
- i) Service credits will lapse if the person concerned does not work for the Employer in a twelve (12) month period.
- ii) If persons with service credits are hired into a job in which they are eligible to accumulate seniority, then their service credits will be considered seniority after they complete the probationary period.
- iii) When hiring Students, or persons for part-time jobs in which seniority is not accumulated the Employer will give preference, in so far as is practicable, to those with greater amounts of service.
- c) Seasonal Employees shall accumulate seniority as provided in the contract while employed. The seniority of a Seasonal Employee does not continue after their date of termination from seasonal employment. When issued a termination notice a Seasonal Employee will have the right to use his/her seniority to bump into other jobs held by other Seasonal Employees who are scheduled for more than five (5) additional working days, in any department, subject to Article 9.02.

If a Junior Seasonal Employee is kept on past his or her scheduled termination date, the most senior Seasonal Employee terminated will be offered the opportunity to displace him or her, subject to Article 9.02.

- 9.05 Promotions and Demotions:** When the Employer is considering promotions or demotions (other than to cover a vacancy caused by vacation) the Employer shall, subject to clause 9.02, give preference according to the seniority of the Employees affected.

- 9.06** a) **Job Posting:** When a vacancy occurs in any job (other than a temporary vacancy not to exceed ninety (90) days or a vacancy in an out of scope position) notice of such vacancy shall be posted for seven (7) calendar days on the bulletin board. All notices of vacancy shall designate the shift (day, afternoon or night) in which the vacancy exists on the date of which the notice is posted. This procedure will take place before the general public is advised.
- b) When the Employer considers applicants to Job Postings, where the factors as described in clause 9.02 are to all intents and purposes equal as between two or more Employees, then relative seniority ranking shall govern.
- c) **Seniority Applicable in Both Locals:** The Employer and both Locals 8223-12 and 8223-02 agree that seniority earned in Employer employment is applicable in both Locals and that therefore:

- a) Employees in both Locals shall have the same opportunity to bid on vacant jobs covered by the certifications of both Locals.
- b) Employees laid-off from jobs covered by the certification of either Local may exercise their seniority rights to jobs in the other Local.

This clause is subject to the provisions of clause 9.02 in this C.B.A. and the provisions of clause 9.02 in the C.B.A. of Local 8223-02.

- 9.07**
- a) Where an employee is moved to a different job, the employee shall be considered on a trial basis for a period of sixty (60) days worked from the date of the move. At any time during this period, the Employer will revert the Employee back to his original job if he fails to perform his duties satisfactorily and if the Employee desires to return to his previous job within fifteen (15) days worked on his move, he will be permitted to do so.
 - b) When an Employee is awarded a position conditionally, upon achieving a qualification after having assumed the position, if the employee does not successfully achieve that qualification within the time specified, the employee will be reverted to any position for which he/she is qualified, at the Employer's sole discretion.
 - c) An Employee who is a successful applicant for a position shall not be entitled to apply for any other Job Posting in a lower job classification following the successful application for the position for a period of one (1) year from the date on which the Employee started in such position, except that an Employee who holds a Full-Time Job as well as a Temporary Job shall not be entitled to apply for any other Job Posting until his then current Temporary Job has concluded.
 - d) Employees who have banked overtime hours pursuant to Article 16.05 at the time they move to a new position will receive such banked time at 150% of the overtime hours worked paid at the straight time rate of pay payable at the time such overtime hours were worked.
 - e) Employees who have vacation scheduled under Article 18 at the time they move to a new position will be required to submit a new vacation request in relation to such vacation. The Employer agrees to reply in writing within a reasonable time and Employees being refused such vacation time will be given reason for said refusal.

9.08 In making temporary promotions or demotions, the Employer will, subject to clause 9.02, give preference to the Employee with the greatest seniority who is working on his regularly scheduled work day, provided such Employee is available.

9.09 Method of Making Appointments:

- a) The Employer shall, without delay after a notice of vacancy has been posted for seven (7) calendar days, thereafter post for at least seven (7) calendar days the name, employment number and seniority of the successful applicant. Should there be a successful applicant from within the Bargaining Unit, the Employer shall award the position within four (4) weeks of the closing of the bid.

b) If there was no applicant, or no successful applicant, for such job, such fact shall be posted and the Employer may appoint an Employee from within the Bargaining Unit to such vacancy provided that, subject to the requirements of operations, such Employee has the lowest seniority of those Employees who have the knowledge, training and skill to fill the normal requirements of the job and such appointment is made within four (4) weeks from the date of posting.

9.10 Seniority During Absence: If an Employee is absent from work because of sickness, accident, lay-off, or leave of absence granted by the Employer, he shall not lose seniority rights. Employees shall only lose seniority in the event:

a) He is discharged for just cause and is not reinstated.

b) He resigns.

c) After lay-off, he fails to notify his Employer within forty-eight (48) hours (if within the City of Thompson) or seventy-two (72) hours (if he is outside the City of Thompson) that he will agree to return to work within fourteen (14) calendar days after being notified by telephone or e-mail or fax if provided by the employee to do so or does not return to work within fourteen (14) calendar days after being so notified. It shall be the responsibility of the Employee to keep the Employer informed of his current address.

d) He is laid-off for a period longer than one (1) year.

e) If an Employee is absent from work due to accident or sickness not related to the job, the Employee with less than five (5) years seniority shall accumulate seniority until his sick leave and weekly indemnity benefits have expired after which the Employee will maintain but not accumulate seniority. Employees with more than five (5) years seniority shall accumulate seniority for two (2) years (inclusive of sick leave and weekly indemnity) after which the Employee will maintain but not accumulate seniority.

9.11 Union Notification: The Union shall be notified respecting any changes in permanent positions including appointments, hiring, lay-off, rehiring and termination of employment.

9.12 Disabled Employees Preference: Any Employee, who through advancing years, or temporary, partial, or permanent disability, is unable to perform his regular duties, shall be given the preference of any light work available which he is able to perform satisfactorily in the opinion of the Employer and he shall be paid at the rate of pay applicable to the work available.

Light Duties: If the Employee is not able to perform the full duties of a position in which light duties are afforded, the Employer shall, in consultation with the Union, develop an appropriate job class and corresponding rate of pay to be applied to the light duties performed. This shall be subject to the availability of light duties and the right of the Employer to designate the rate of pay applicable to the work available. If the Union and the Employer cannot agree upon the rate of pay, that matter shall constitute a difference between the Employer and the Union and shall be subject to Article 11 and Article 12.

9.13 Seniority List: The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced, and the amount of seniority stated in years, months and days. An up-to-date seniority list shall be sent to the Union, and be posted on all bulletin boards of the bargaining unit every three months. Employees shall be placed on the seniority list only after completing the probationary period as stated in section 9.03 of this Article, but their seniority shall nevertheless date from their most recent date of hire.

9.14 Job Training:

- a) The Employer shall do what is reasonably practical to increase the knowledge, training and skill of the Employees, having due regard for their seniority, to enable them to apply for vacancies in a higher or different job classification.

The Employer agreed to have the Foremen provide a minimum of two (2) weeks training in each contract year. Employees must hold a valid license of the classification required for the equipment they are requesting training on.

- b) The Employer agrees that where an Employee has successfully completed an educational course offered by a certified educational institution, related to any full-time position within the Employer, that it will pay up to \$200.00 of the cost of registration and course materials, provided however that the Employee notifies the Human Resources Manager in writing prior to registering for any such course. The Employee agrees to provide receipts of registration and course material costs to the Employer. The maximum number of Employees who may receive reimbursement shall be limited to ten (10) in any one contract year.
- c) The Employer will pay the cost of all training that a full-time Employee is required by the Employer to take to perform in his or her current position (expenses for transportation, lodging and meals as per Employer policy) and will pay to the Employee his or her regular wages for all hours that the Employee is required to spend in such training, except that:
 - i) the Employer will not pay the cost of any training that an Employee is required to repeat because of his or her failure to successfully complete the training in his or her first attempt or pay to the Employee wages for time spent by the Employee in such repeat training; and
 - ii) the Employer will not pay the cost of training that an Employee is required by the Employer to take to perform in his or her current position and will not pay to the Employee wages for time spent by the Employee in such training when the Employee was hired by the Employer on condition that he or she complete the training following the commencement of his employment with the Employer.

Employees who wish to take additional training outside of that required by the Employer for their current position will not be paid wages for the time spent in such training nor will the Employer be required to pay the cost of such training, subject to Article 9.14 b).

- d) Full-time employees who previously obtained any licence or certification required by the Employer for their current position and who are required to renew their licence or certification may, with the prior approval of the Employer, do so during regular scheduled hours of work and receive their regular wages for time spent obtaining such renewal (expenses for transportation, lodging and meals as per Employer policy).
- 9.15 Employees hired on the same day will be placed on the seniority list based on their regular hours worked during the probationary period.
- 9.16 Employees in part-time jobs, with work weeks in excess of twenty (20) hours per week, shall accumulate seniority on the number of hours worked: i.e. eight (8) hours one day, forty (40) hours one week, one hundred and seventy-three (173) hours one month, two thousand and eighty (2080) hours one year.

ARTICLE 10 - LAY-OFF AND RE-CALL PROCEDURE

- 10.01 In the event of lay-off, an Employee shall be laid-off in the reverse order of seniority subject to the exception that if an Employee has a higher qualification and is doing the job for which he is qualified, he shall not be laid-off from that job on the grounds of lack of seniority unless he is replaced by an Employee who already has the same qualifications or higher for that job.
- 10.02 Laid-off Employees shall be re-called in order of their seniority, and no new Employees will be hired until those laid-off have been given an opportunity for re-call, providing the Employees to be re-called have the knowledge, training, and skill to fill the normal requirements of the jobs available.
- 10.03 The Employer, five (5) working days before the lay-off is effective, shall notify those Employees who are to be laid-off. If the Employee laid-off has not had the opportunity to work five (5) full days after notice of lay-off, he shall be paid in lieu of the work for that part of the five (5) days during which work was not available at regular rates.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 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 and bona fide members of the bargaining unit. The names of the personnel of such committee shall be communicated to the Employer.
- 11.02 Should a dispute arise between the Employer and any Employee regarding the interpretation, meaning, operation, or application of this Agreement including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated or should any other dispute respecting this Agreement arise, an earnest effort shall be made to settle the dispute in the following manner:
- 11.03 **Stage 1:** The grievance shall be presented in writing to the Department Head or his designate within five (5) days worked of its occurrence by the Grievor accompanied by a Steward, committee person or officer of the Union. The Department Head or his designate shall

endeavor to immediately settle the grievance so presented, and shall provide a written reply within two (2) working days of submission of the grievance.

- 11.04 Stage 2:** If the matter is not satisfactorily settled at Stage 1, it may be submitted with all necessary details in writing to the Chief Administrative Officer or his designate within five (5) working days after the answer to Stage 1 has been given to the Union. The Chief Administrative Officer, or his designate, shall within five (5) working days of the submission of the grievance at Stage 2 hold a meeting with the grievor and the Union Grievance Committee. The Chief Administrative Officer, or his designate, shall within five (5) working days after such meeting, state in writing his decision on the matter to the Union. After receiving the decision, the Union may within seven (7) working days appeal the decision to a Committee of Council, or within twenty (20) working days either party may proceed to Arbitration.
- 11.05 Stage 3:** When the appeal is made to a Committee of Council, the Committee shall hear the appeal with the grievor and the Grievance Committee within five (5) working days after receiving the appeal submission. The Department Heads or their designates who have been involved in this matter shall be in attendance at this meeting. If the Committee of Council does not effect a settlement within five (5) working days of the appeal meeting then either party may proceed to Arbitration within fourteen (14) working days after the appeal decision is provided to the Union.
- 11.06** If the Employer is alleged to have violated any provisions of this Agreement and such violation:
- a) Affects more than one Employee, or
 - b) Affects the interest of the Union as a party to this Agreement, the Union, may initiate, sign and process as a policy grievance the statement of the grievance on behalf of aggrieved Employees or the Union as the case may be.

All policy grievances will start at Stage 2.

- 11.07 Presence of Grievor and/or Department Head:** Where it is deemed advisable at any Step of the grievance procedure, either party may request the presence of the aggrieved Employee and/or the Department Head concerned.
- 11.08** All written replies to grievances from Management shall be sent to the Grievor and/or Steward as well as the Union Representative except in the case of Policy Grievances where only the Union Representative receives a copy.

ARTICLE 12 - ARBITRATION

- 12.01 Composition of Board of Arbitration:** When a party desires that a grievance be submitted to Arbitration, that party shall notify the other party in writing within twenty (20) working days of the giving of the decision at Stage 2, or within fourteen (14) working days of the giving of the decision at Stage 3, of its desire to submit the matter to Arbitration. The matter to be arbitrated is to be submitted to an Arbitrator, Diane Jones or Michael Werier. If an Arbitrator named in this Article 12.01 becomes unavailable during the course of the Collective Bargaining Agreement, the Union and the Employer will attempt to mutually agree to a replacement.

- 12.02** The Arbitrator may determine his own procedure but shall give full opportunity to all parties to present evidence and make representations to it. The Arbitrator shall commence his proceedings as expeditiously as possible after he has been appointed. He shall hear and determine the difference or allegations and render a decision, within twenty (20) days after the close of the Arbitration proceedings.
- 12.03** In any Arbitration, the written representations of the aggrieved Employee or the Grievance Committee made at Stage 2 and the decision of the Employer at Stage 3 of the grievance procedure shall be presented to the Arbitrator, and the award of the Arbitrator shall be confined to determining the issues therein set out.
- 12.04** The findings of the Arbitrator as to the facts and as to the meaning, application, or alleged violation of the provision of this Agreement shall be conclusive and binding upon all parties concerned, but in no event shall the Arbitrator alter, modify or amend any part of this Agreement. It is understood and agreed that in cases where the Arbitrator finds that the Employer has violated any of the provisions of this Agreement and that such violation has resulted in loss of wages or other remuneration, that the Arbitrator shall have authority to order the Employer to pay such lost wages or other remuneration to the Employees either in full or in part as the Arbitrator may deem just in the circumstances.
- 12.05** Each party shall pay one-half the fees and expenses of the Arbitrator.
- 12.06** At any stage of the grievance procedure including Arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and on request to the other party, the parties shall use their best efforts to make reasonable arrangements to permit the requesting party to have access to the area where the dispute arose to view the disputed operations and to confer with the necessary witnesses.
- 12.07** Both parties agree that any dispute arising out of the terms of this Agreement shall be adjusted and settled in an orderly manner, without interruption to the said services to the citizens provided by the Employer, pursuant to the grievance procedure and Arbitration provision above set forth.
- 12.08 Time Limit Exceptions:** Exceptions may be made by mutual agreement to any of time limits specified in the grievance procedure stated in Articles 11 and 12. Such agreement must be in writing to be considered valid. Grievances which go beyond the time limitation will be considered as having lapsed if no extension has been requested.
- 12.09 Presence of Grievor and/or Department Head:** Where it is deemed advisable at any Stage of the grievance procedure, either party may request the presence of the aggrieved Employee and/or the Department Head concerned.

ARTICLE 13 - TERMINATION OF EMPLOYMENT

13.01 The employment of an Employee of the Employer shall be terminated whenever:

- a) He is absent without leave for reasons other than personal illness or injury for seven (7) or more consecutive days unless excused by his Department Head or his designate.
- b) He loses seniority for any of the reasons stated in section 9.10 of Article 9 of this Agreement.
- c) He fails to report to his Department Head or his designate within five (5) working days after expiry of an authorized leave of absence.

ARTICLE 14 - DISCHARGE AND DISCIPLINARY PROCEDURE

14.01 The Department Head may suspend an Employee but shall immediately report such action to the Chief Administrative Officer. An Employee may be dismissed only for just cause and only upon the authority of the Chief Administrative Officer as authorized representative of the Employer. Such Employee and the Union shall be advised promptly in writing by the Employer of the reason for such dismissal.

14.02 An Employee considered by the Union to be wrongly or unjustly discharged or suspended shall be entitled to a hearing under the grievance procedure and Stage One of the grievance procedure may be omitted in such case.

14.03 Such special grievance may be settled by confirming the Employer's action in dismissing or suspending the Employee, or by reinstating the Employee with full compensation for time lost or by any other arrangement that is just and equitable in the opinion of the conferring parties.

14.04 Employees shall normally be orally warned before being given a written warning for just cause. An Employee who has received his first written warning shall have such warning removed if he has not received a further written warning within four (4) months from the date of receiving his first written warning. An Employee who receives a second written warning in less than four (4) months from the date of receiving his first written warning shall require a further eight (8) months without a written warning to clear his record. An Employee who receives a further written warning within eight (8) months from receipt of the second warning shall require twelve (12) months from the date of his latest written warning to clear his record.

14.05 The Employer shall inform the Employee of his/her right to have Union representation when discharge and/or discipline is being imposed.

14.06 The Union recognizes the right of the Employer to Discipline for Just Cause. All discipline may be subject to the Grievance and Arbitration provisions of the Collective Agreement.

ARTICLE 15 - HOURS OF WORK

- 15.01** Nothing in this Agreement shall be considered a guarantee of work or of hours of work per day or per week.
- 15.02** Time worked will be calculated in units of one-quarter (1/4) hour.
- 15.03 For shift work:**
- a) An Employee who is required to remain at the job site for his entire shift shall be allowed thirty (30) minutes to eat a meal which period shall be considered as time worked.
 - b) The Employer agrees to give five (5) calendar days prior notice of shift changes that will last for more than three (3) shifts and thirty-six (36) hours prior notice of three (3) shifts or less, except in cases of emergency.
- 15.04** For work other than shift work, a work week will commence with the beginning of a day worker's hours on Monday and terminate at the same time on the following Monday,
- 15.05** Employees who are not regularly employed as shift workers and are working as day workers shall normally begin work at 7:30 a.m. However, it is recognized that in order to maintain efficient operations, certain day workers must begin work earlier or later than that hour. Day workers will be given a lunch period of one hour (1) and five (5) minutes per day, but such lunch period shall not be considered as time worked.
- 15.06** All the Employees so far as practicable shall be allowed one hour and five minutes for lunch at the mid-point of the work day and those who wish to have lunch at home may do so.
- 15.07** All Employees shall be permitted a fifteen minute rest period during the first and second halves of the work day or shift.
- 15.08 Reporting Allowance:** An Employee shall be paid a reporting allowance of three (3) hours at his/her regular rate of pay, if the work for which he/she was scheduled to perform, or substitute work is not available. The reporting allowance will be paid for the beginning of the shift and if he/she is ordered to return after noon, he/she will be paid a further three (3) hours if work is still not available. The reporting allowance will not be paid if an Employee refuses substitute work.
- 15.09** The Employer agrees that it will not introduce part-time or temporary jobs to the extent that they will affect the hours of work of, or cause Employees in permanent or full-time jobs to be laid-off or terminated.
- 15.10** The Employer may require Employees in the classifications of Animal Control Officer, Water and Sewer Labourer I and Water and Sewer Labourer II to be on-call. Employees who are not in the classification of Animal Control Officer, Water and Sewer Labourer I and Water and Sewer Labourer II may volunteer to be placed on the on-call list for one or more of those positions and, provided that the Employee has the knowledge, training and skill, as determined by the

Employer in its sole discretion, to fill the normal requirements of the position(s), the Employee will be placed on the on-call list for the position(s) for a minimum of one (1) year.

Employees who are required by the Employer to be on-call shall be provided with a cell phone during the weeks they are assigned by the Employer to be on-call. The Employer shall pay to an Employee during his week of on-call, in addition to any call-outs required by the Employer, \$200.00 per week effective March 1, 2012.

Time paid for under this Article 15.10 shall not be counted as hours worked for the purposes of computing overtime.

ARTICLE 16 - OVERTIME

16.01 Overtime rates shall apply for all work in excess of eight (8) hours in a day or forty (40) hours in a week, as follows:

- a) Should overtime be scheduled on an Employee's regular days off or general holidays, those hours shall be paid for at the rate of two (2) times his basic rate of pay. Any Employee who is required to work on a holiday shall be paid at the rate of two (2) times his regular rate of pay for every hour in addition to his regular holiday pay.
- b) Should unscheduled overtime occur on a regular work day, those hours shall be paid for at four (4) hours at the basic rate of pay, OR hours worked at time and one-half (1½), whichever is greater.
- c) Should unscheduled overtime occur on an Employee's regular days off, those hours shall be paid for at four (4) hours at the basic rate of pay, OR hours worked at double time, whichever is greater.
- d) Should scheduled overtime occur on an Employee's regular working day/s, those hours shall be paid at the rate of time and one-half (1½).

* Unscheduled Overtime shall occur when an Employee is called out, (and not merely working extended hours) and required to work in an emergency outside his regular working hours.

Regular hours should be:

- i. scheduled 7 hours per day, 35 hours per week or
 - ii. scheduled 8 hours per day, 40 hours per week or
 - iii. scheduled 10 hours per day, 35 hours per week.
- e) Notwithstanding paragraphs 16.01 b) and c), should unscheduled overtime occur more than once in a three (3) hour period, such occurrences shall constitute one (1) occurrence of unscheduled overtime such that all such overtime hours worked on a regular work day in such three (3) hour period shall together be paid for at four (4) hours at the basic rate of pay OR hours worked at time and one-half (1½), whichever is greater, and all such overtime hours worked on a regular day off in such three (3) hour period shall together be paid for at four (4) hours at the basic rate of pay OR hours worked at double time, whichever is greater.

- 16.02 Sharing of Overtime:** The Employer shall divide overtime as equitably as the circumstances will permit among those Employees who wish to work overtime, preference being given, except in cases of emergency, those Employees in the job class required.
- 16.03** The Employer shall direct that a record of overtime be kept and will endeavour to post a monthly list of overtime hours worked by each Employee and overtime hours for which each Employee was spoken to and refused to work the overtime offered.
- 16.04** If an Employee works over two (2) hours overtime after a regularly scheduled day of work, he shall be provided with a hot meal distributed to the job site or the lunchroom at the discretion of the Supervisor. This break will not exceed thirty (30) minutes.
- 16.05** Employees may opt to bank overtime hours worked under this Article in order to receive time off with pay in lieu of wages for overtime. The credited banked time will be at 150% of the overtime hours worked, to be paid at straight time with no COLA. Banked time must be taken at a time mutually agreeable to the employee and the Employer within three (3) months after the end of the pay period in which the overtime giving rise to the banked time occurred or such longer period as may be prescribed by regulation under the Employment Standards Code or approved by the Director of Employment Standards. In any case, banked time not taken by the end of the calendar year in which it is earned will be paid out at the applicable overtime rate. Employees shall not be entitled to have more than twenty (20) hours of banked time at any point in time.

This Article 16.05 does not apply to call-outs or Part-Time, Seasonal or Student employees.

During the period August 1 to April 30 of the following year, employees in the Ice Plant Operator classification shall be entitled to bank up to an additional sixteen (16) hours of banked time, which time must be used by the July 31 immediately following April 30 at a time mutually agreeable to the Employee and the Employer.

ARTICLE 17 - GENERAL AND STATUTORY HOLIDAYS

- 17.01** Every Employee shall receive one (1) day's pay although he does not work on the following general and statutory holidays:

New Year's Day	Good Friday	Christmas Day
Victoria Day	Canada Day	Boxing Day
Civic Holiday	Labour Day	Miner's Day *
Thanksgiving Day	Remembrance Day	Louis Riel Day

and any other day proclaimed as a public holiday by the Dominion, Provincial Government or the Municipal Government of the Employer of Thompson except those holidays which are proclaimed in lieu of the foregoing specified holidays, provided he is not absent without leave during his last regular work day preceding or his first regular work day next following the said holiday.

Employees shall remain eligible for pay in respect of holidays as set forth in the paragraph immediately preceding despite absence from work the day before and/or the day after while

on authorized absence.

Should a general or statutory holiday fall on an Employee's regular day off, an additional day with pay shall be granted.

(* Miner's Day shall be July 8, 2016, July 14, 2017, July 13, 2018, July 12, 2019.)

ARTICLE 18 - VACATION

18.01 Length of Vacation: The length of vacation granted to each Employee under this article shall be according to his anniversary of employment as follows:

a)

No. of Anniversary Of Employment	Length of Vacation
1 year	15 work days
2 years	16 work days
3 years	18 work days
4 years	19 work days
5 years	20 work days
6 years	20 work days
7 years	21 work days
8 years	21 work days
9 years	22 work days
10 years	22 work days
11 years	23 work days
12 years	23 work days
13 years	24 work days
14 years	24 work days
15 years	25 work days
16 years	26 work days
17 years	27 work days
18 years	28 work days
19 years	29 work days
20 years	30 work days
21 years	30 work days
22 or more	31 work days

b) Shall be lengthened by two (2) work days (travel time).

c) Shall be further lengthened by one (1) work day where a general holiday occurs during that period of vacation.

d) Holiday entitlement may be split in any one year taking into account the exigencies of the service and the wishes of the Employee. Normal holiday entitlement split is a minimum of five (5) working days taken at one time. Splits of less than five (5) working days will be allowed.

18.02 Payment: Vacation wages shall be paid at the standard rate of pay that the Employee would earn if he or she worked.

When a full-time Employee becomes a part-time Employee, the vacation accumulated and unused by him or her at the date he or she becomes a part-time Employee shall be paid out to the Employee and the Employee shall commence receiving vacation in an amount equal to that required by *The Employment Standards Code*.

18.03 Any Employee leaving the service before qualifying under the above schedule shall be paid 4% of the earnings for the time worked in that particular vacation period and any Employee leaving the service after qualifying shall receive his pro rata portion of holiday pay computed in accordance with the foregoing.

18.04 Vacation Preference: Employees shall be granted a vacation period as decided by management but with preference where practicable being given to accommodate the wishes of the more senior in service, in each job class. Where Employees are taking vacation in two or more blocks of time, preference for the first block of the vacation request shall be granted to all Employees according to seniority before preference for the second block is granted according to seniority and so forth. Employees shall show on the vacation request which block is first choice, etc.

18.05 A vacation bonus of \$40.00 per work day of vacation (including travel time) will be paid to each Employee, provided, however, that a vacation bonus of \$20.00 per work day of vacation (including travel time) will be paid to each Employee hired after January 18, 2013 who regularly works less than thirty-five (35) hours per week. Such bonus to be paid at the time of taking vacation and for the number of days being used.

18.06 In order to exercise seniority rights in relation to vacation, Employees shall submit their vacation requests no later than February 28th of each year. The Employer agrees to reply to vacation requests no later than March 31st each year and will endeavor to provide vacation request forms to Employees within the first week of February of each year.

18.07 Vacation requests made after February 28th each year must be in writing and given within a reasonable time with reasons stated for special circumstances. The Employer agrees to reply in writing within a reasonable time and Employees being refused vacation time will be given reason for said refusal.

18.08 Employees may carry over no more than five (5) days of vacation from one vacation year to another.

18.09 Employees will have the option of having their vacation bonus amounts deposited directly into an RRSP account of their choosing to the extent permitted by law.

ARTICLE 19 - WAGE RATES AND CLASSIFICATION

19.01 Wage Schedule: The schedule of classifications and wage rates set out as Schedule "A" shall be in effect during the duration of this Agreement.

- 19.02 a)** The Employer shall pay all Employees on the basis of an hourly rate. Such pay will be deposited into an Employee's account in the bank of their choice in Thompson. Pay shall be deposited on the day prior to pay day, which shall be every second Friday and will be accessible to Employees on pay day.
- b)** Employees will be provided with an itemized statement of wages and deductions for wages earned up until the preceding Sunday, where pay day falls on a general holiday, the day preceding shall be deemed the pay day.
- 19.03 Pay During Temporary Transfer:** If an Employee substitutes on a job during the absence of another Employee or is assigned by the Employer to another job classification, he shall receive the rate of pay for the job on which he is actually working or his regular rate, whichever is greater.
- 19.04** Apprentice to receive thirty (30) hours per week pay while attending vocational classes. If the apprentice qualifying for this payment continues to work two (2) full years for the Employer of Thompson after achieving journeyman status, he/she shall receive an additional payment for time actually missed taking the course, bringing the total maximum compensation to forty (40) hours per week (or pro rata for a portion thereof), receiving one-half after one year and the balance after two years.
- 19.05** Any Employee of U.S.W. Local 8223-12 who is directed by the Employer to act in a Supervisor position covered by the Collective Agreement between the Employer and U.S.W. Local 8223 will receive the Supervisor rate set out in Schedule "A-1" of the Collective Agreement between the Employer and U.S.W. Local 8223 that corresponds to the Employee's increment level.

The Employer and the Unions recognize that in the past some Employees have taken on part of the job performed by other Employees in senior positions and were paid a leader rate for the additional responsibilities placed on them. If this occurs in the future, the same method of payment will apply.

The Employer recognizes that there are certain Employees who require further training and experience to qualify them to take on the full responsibilities of senior positions and have undertaken to ensure that this training and experience is speedily provided. Employees to be provided training and experience will be made known to the other Employees through a posting on the Bulletin Boards. Once those Employees are fully trained and take on the responsibility of the senior job, they will get the rate of pay as defined above.

ARTICLE 20 - COST OF LIVING ALLOWANCE

- 20.01** The Cost of Living Allowance will be paid to each Employee as set out below. This allowance will be based on the 1961 Consumer Price Index, published by Statistics Canada, (hereinafter referred to as the "C.P.I.") and will be calculated at one cent (1¢) per hour for each \$0.35 increase in the cost of living, quarterly as follows:

No Cost of Living Allowance will be paid for the duration of this Agreement.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Leaves of Absence With Pay

a) Leave for Union Business

The Employer agrees that where permission has been granted by the Employer to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, with respect to this Agreement, up to a maximum of two (2) representatives of the Union for whom permission has been granted by the Employer shall suffer no loss of pay for the time so spent.

It is agreed that in any negotiating or discussion or representation arising out of this Agreement including grievances, that Employees should arrange their time schedule so that they are not absent from their job more than fifteen (15) minutes prior to the necessary appointments and fifteen (15) minutes after the appointments. Such permission shall not be unreasonably withheld.

b) Bereavement Leave

- i) An Employee required to be absent from work for the purpose of dealing with matters arising out of the death of his/her father and/or mother, wife or husband, son or daughter, brother or sister, brother-in-law or sister-in-law, father-in-law, or mother-in-law, grandparents or grandchild, step child, child of common law spouse or child for whom the Employee is legal guardian shall be entitled to up to three (3) working days leave without loss of normal pay and up to five (5) working days if attending the funeral outside of Thompson.
- ii) In the event of the death of an Employee's spouse or child, the time allowances given in i) above shall be increased by five (5) working days.
- iii) An Employee will not receive bereavement allowances when it duplicates pay or any other allowances received for time not worked for any other reason, but if bereavement occurs in the period of an Employee's vacation, the period of bereavement leave shall not be charged as vacation
- iv) Bereavement leave will not be counted as hours worked for purposes of determining overtime liability.
- v) The Employer shall grant a half day's leave with pay to any Employee to act as a pallbearer at a funeral.
- vi) Notwithstanding subparagraphs 21.01(b) i) and ii), a Seasonal Employee required to be absent from work for the purpose of dealing with matters arising out of the death of his/her father and/or mother, wife or husband, son or daughter, brother or sister, brother-in-law or sister-in-law, father-in-law, or mother-in-law, grandparents or grandchild, step child, child of common law spouse or child for whom the Employee is

legal guardian shall be entitled to up to three (3) working days leave without loss of normal pay.

c) Jury Duty Leave

Jury Duty: The Employer shall pay an Employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, within the boundaries of the Employer of Thompson, the difference between his normal earnings and the pay he receives for jury service or as a court witness. The Employer shall present proof of services and the amount of remuneration received.

The Employer shall pay an Employee who is required to serve as a juror, or attend as a court witness, at any case other than his own, outside the Employer of Thompson, his normal earnings for jury service or as a court witness.

d) Compassionate Leave

Each full-time Employee will be credited with six (6) days' compassionate leave with full pay on January 1st of each year. Any unused days will not be paid out or carried over. A day shall be eight (8) hours credit for Employees working forty (40) hours per week and seven (7) hours credit for Employees working thirty-five (35) hours per week. Compassionate leave is for a full-time Employee's family for whom the Employee is responsible or for a full-time Employee to attend a scheduled doctor's appointment outside the City of Thompson where the Employee submits to the Employer a certificate from a duly qualified Medical Practitioner certifying the Employee's attendance at such appointment. Abuse of compassionate leave will not be tolerated.

- e) A male Employee shall be granted one day leave with pay to attend to needs directly related to the birth of his child, at the Employee's option.
- f) The Employer shall grant a leave of absence not to exceed seventeen (17) weeks in the event of maternity. Parental Leave shall be granted up to thirty-seven (37) continuous weeks provided the Employee has been employed at least seven consecutive months at the date of birth or adoption. The Employee must give four (4) weeks written notice before the day of commencement.

21.02 Leaves of Absence Without Pay

a) Leave for Union Purposes

- i) The Employer shall grant leave of absence without pay and without loss of seniority to Employees elected or appointed to attend Union conventions or schools: or to perform any other assignments within the Employer of Thompson that are intended to improve his representation of the bargaining unit. Not more than six (6) Employees, with not more than two (2) from any Job Title will be absent at any one time, but by mutual agreement a greater number may be excused. The Union shall give the Employer one week notice of applications for such leave in writing, wherever possible.

The leaves of absence granted under this Article 21.02 a) i) shall not exceed sixty (60)

days in total in each twelve (12) month period of this Agreement.

- ii) Once per month the Employer will grant a leave of absence without pay, not in excess of four (4) hours except with Management approval, to the President, Vice-President, Recording Secretary, Financial Secretary and Treasurer of the Local.
- iii) The Employer will grant a leave of absence without pay of up to one (1) year to one (1) Employee in any one year to accept an appointment of an official nature with the Union. During such absence the Employee shall maintain but not accumulate seniority and shall be permitted, if he wishes, to continue his entitlement for benefits under the health plan and the life insurance plan in effect, provided that he reimburses the Employer for the costs involved.

b) General Leave

The Employer may grant leave of absence without pay without loss of seniority to any Employee requesting such leave for a good and sufficient cause, such request to be in writing. In the event that leave is refused, the Union may appeal on behalf of such Employees to the Employer Council.

c) Education Leave:

Employees shall be entitled to take Education Leave up to ten (10) months at any one time which is related to any full-time position within the Employer without loss of seniority and the Employer will provide the benefits under the health plan and the life insurance plan in effect, provided that the Employee reimburses the Employer for the costs involved while on Education Leave. During the Education Leave, the Employee shall maintain but not accumulate seniority. To receive Education Leave an Employee must have two (2) years' seniority. Employees entitled to leave under this clause shall be limited to any one (1) permanent Employee per forty (40) permanent Employees in the bargaining unit at any one time.

ARTICLE 22 - ABSENCE DUE TO SICKNESS

22.01 Sick Leave Defined: Sick leave means the period of time when an Employee is permitted to be absent from work by virtue of being sick or disabled by an accident for which compensation is not payable under the Worker's Compensation Act. An Employee shall receive pay for straight time lost on the day of a compensable accident.

22.02 a) Each full-time Employee will be credited with six (6) days' sick leave with full pay on January 1st of each year. A maximum of three (3) days' unused sick leave may be carried over to the next year and those carried over days shall be the first days used in that next year and there shall be no further carry over of those days to any subsequent year. Any unused days will not be paid out. A day shall be eight (8) hours credit for Employees working forty (40) hours per week and seven (7) hours credit for Employees working thirty-five (35) hours per week. In order to qualify for sick leave, each Employee must:

- i) notify his manager or designate prior to the commencement of his shift if he is going to be absent or late for any reason, indicating the reason for the absence and the probable

length of the absence; and

- ii) where requested by the Employer, produce a certificate from a duly qualified physician certifying to the Employer's satisfaction that the Employee was unable to carry out his duties due to illness or injury.

Abuse of sick leave will not be tolerated.

- b) For Employees commencing employment after January 1st of any year, one-half (1/2) day sick leave credit will be given at the end of each month of employment until the subsequent January 1st. This credit, too, will neither be carried over into the subsequent year, nor paid out.
- c) Part-time Employees will receive pro rata sick credits. For example, an Employee scheduled to work only 60% of the regular hours in a month shall only be credited with 60% of one-half (1/2) day sick leave per month worked.

22.03 Proof of Illness:

An Employee may be required by the Employer to produce a certificate from a duly qualified Medical Practitioner, Dentist, or Chiropractor for any illness of three (3) working days or less, certifying that such Employee is unable to carry out his duties due to illness, and shall produce a certificate from a duly qualified Medical Practitioner, Dentist or Chiropractor for any illness in excess of three (3) working days.

Employees must report their inability to work due to illness by calling and speaking with their Supervisor (or the person designated to receive such reports) or by calling and leaving a message on the Employee's Department phone line before the start of their work period. Failure to report or late reporting may result in their being considered AWOL even if a Medical Practitioner's, Dentist's, or Chiropractor's certificate is produced later.

Employees absent from work due to illness in excess of three (3) working days must produce a Medical Practitioner's, Dentist's or Chiropractor's certificate certifying their inability to work on the 4th day of illness. It is the Employee's obligation to keep the Employer informed of the status of illness (inability to work) on an on-going basis.

NOTE: (1) The Employer's decision to accept certification from Dentists and Chiropractors was made with the undertaking that:

- a) in the case of treatment by Dentists, only major work will be considered as sick leave, and will not apply to check ups, cleaning of teeth, etc.
- b) Employees are asked to try to arrange their appointments as near as possible to the end of the day, rather than in the middle of the day, so as to cause as little disruption to the work organization and our services to the citizens of Thompson.
- c) All certificates must have the date and period of visit.

(2) In considering an Employee being AWOL, etc. for failure to report and produce certificates as per the above reporting procedure, consideration will be given to any extenuating circumstances, medically or otherwise, which prevents him from reporting on time.

22.04 Record of Sick Leave: A record of all unused sick leave will be kept by the Employer. On application an Employee shall be advised of the amount of accrued sick leave to his credit.

ARTICLE 23 - INSURANCE BENEFITS

23.01 For Employees who occupy full-time permanent jobs on other than a term basis which is less than twelve (12) months, the Employer shall pay the premiums necessary to establish coverage for benefits under the following insurance plans:

- a) Group Life Insurance;
- b) Group Accidental Death and Dismemberment;
- c) Group Accident and Sickness Insurance (Weekly Indemnity)
- d) Group Prescription;
- e) Group Dental;
- f) Group Optical;
- g) Extended Health Care Benefits;
- h) Hearing Aids.

The terms of the plans referred to above are contained in the policies made known to the Union prior to the execution of this Agreement, as amended from time to time during negotiations. The Employer's responsibility shall be specifically limited to paying the premiums required to keep those plans in full force and effect.

23.02 In consideration of improved Employee benefits paid for by the Employer, the Union on behalf of the Employees, releases the Employer from any obligation it might hereafter have to pay to Employees any Unemployment Insurance rebate available because of the existence of a wage loss plan. (Group Accident and Sickness Insurance Plan).

23.03 The Union on behalf of the Employees also releases the Employer and the Group Prescription Plan Insurer from any obligation to provide further Employee benefits in order to obtain reimbursement under The Prescription Drug Cost Assistance Act.

ARTICLE 24 - PENSION PLAN

- 24.01** a) The Employer agrees to provide a pension plan, (Manitoba Employees Benefits Program Pension Plan or equivalent, such equivalent to be subject to Union agreement) in accordance with the terms of policies made known to the Union prior to the execution of this Agreement. The Employer and Employee responsibilities shall be specifically limited as set out in the policies of the plan.
- b) All Employees will be provided with a report of rules and regulations annually, provided under the M.E.B.P. pension plan. (Conditional on being available from M.E.B.P.)
- c) The Employer will permit 3 representatives of the Union to attend a one-day seminar provided by M.E.B.P. representative every second year of the contract with no loss of wages. (This seminar is conditional on M.E.B.P. being able to provide same.)
- d) While an Employee is on Union Leave, the Employer will pay normal wages and benefits and deductions, including pension contributions, and the Union shall reimburse the Employer for such payments upon billing by the Employer.
- e) For any period of unpaid absence due to illness or accident, for which an Employee may buy back M.E.B.P. service, the Employee will be required to make both the Employee's pension contributions and the Employer's pension contributions. Within six (6) months of the Employee's return to work, he/she may request reimbursement from the Employer for the amount of the Employer's contributions that the Employee made during his/her period of unpaid absence due to illness or accident.

ARTICLE 25 - JOB EVALUATION

- 25.01** Any mathematical or clerical errors made in the preparation, establishment or application of job descriptions, classifications or standard hourly rates shall be corrected.
- 25.02** Except as otherwise provided, no Employee shall be entitled to allege that a wage rate inequity exists.
- 25.03** The Union and the Employer agree to establish a Committee comprised of two (2) Employees appointed by the Union to represent the Union and two (2) individuals appointed by the Employer to represent the Employer. Either party may change its representatives from time to time.
- 25.04** Meetings of the Committee will be held as frequently as required, at mutually agreeable times.
- 25.05** Subject to obtaining permission from his Supervisor, the Union member of the Committee shall be allowed such time off, without loss of wages, as shall be reasonably required to attend joint meetings of the Committee. The Employer may refuse to grant such permission at any time if the privilege of requesting time off is being abused.

- 25.06** If the Employer and the Union fail to reach agreement on any job description, classification or assignment to job class, such matter shall constitute a difference between the Employer and the Union and shall be subject to Arbitration.
- 25.07** The Committee will review alternate job evaluation systems during the term of this Agreement.

ARTICLE 26 - GENERAL CONDITIONS

- 26.01** The Employer agrees to supply the specific clothing and equipment specified in Schedule "B".
- 26.02 Bulletin Boards:** The Employer agrees to provide bulletin boards on the premises for the purpose of posting Union notices and official papers. However, should the Union abuse the privilege by posting notices which are objectionable or controversial in nature and not in the spirit of the Collective Bargaining Agreement, the Employer reserves the right to re-institute the policy of approval of all notices prior to posting.

The Employer will provide each Departmental Clerk an enlarged copy of the current Collective Bargaining Agreement for use as a reference copy by Employees.

ARTICLE 27 - NO STRIKES - NO LOCKOUTS

- 27.01** The Union agrees that there will be no strike or other collective action which will stop or interfere with service, and that if any such collective action should be taken, it will instruct those of its members who participate in such collective action to carry out the provisions of this Agreement and return to work and perform their work in a manner acceptable to the Employer.
- 27.02** The Employer agrees that it will not cause or direct any lockout of Employees.

ARTICLE 28 - DURATION OF AGREEMENT

- a)** This Agreement shall become effective on March 1, 2016 and shall remain in full force and effect until February 29, 2020, except that the March 1, 2016 wage increase referred to in Schedule "A" shall be retroactive for those employees employed by the Employer as at the date of ratification.
- b)** Either party may, not less than thirty (30) days nor more than ninety (90) days before the termination date of this Agreement, give to the other party written notice of its intention to negotiate an Agreement with regard to pay, hours of work and terms and conditions of employment of Employees to take effect upon the termination of this Agreement.

ARTICLE 29 - JOB SECURITY

29.01 Prior to lay-off of Bargaining Unit Employees, the Employer will meet with the Union to discuss and review suggested alternatives. All lay-offs will be in accordance with the Collective Bargaining Agreement.

ARTICLE 30 - RESOLUTIONS AND REPORTS

30.01 Any resolutions and by-laws of the Employer Council or any committees thereof which affect the terms of or application of this Agreement shall be forwarded by the Chief Administrative Officer to the Recording Secretary of the Union. Copies of any minutes respecting such by-laws or resolutions shall be provided to the Union upon request.

ARTICLE 31 - SUPPLEMENTAL COMPENSATION

31.01 An Employee prevented from performing his regular work with the Employer as a result of an occupational accident while on regular duty with the Employer shall receive thirty (30) weeks the difference between the amount payable by the Worker's Compensation Board and the Employee's net wage less statutory deductions that would have been paid had the Worker's Compensation paid been taxable income and less any other required deductions.

ARTICLE 32 - EXECUTION OF AGREEMENT

32.01 In executing this Agreement it is acknowledged that the Employer does not represent or allege that it has any legal authority beyond that which it actually has and the parties hereto acknowledge and agree that any undertakings or commitments by the Employer in this Agreement remain wholly subject to its legal powers of capacity to enter into them and that special authority, approval or ratification may be required to validate one or more provisions of the Agreement on the part of the Employer or its successor.

ARTICLE 33 - WORKPLACE SAFETY AND HEALTH

33.01 The Manitoba Government's present "Code of Practice" for Workplace Safety and Health Committees shall be considered the regulations for the Employer and the Employees joint safety committee.

ARTICLE 34 - CONTRACTING OUT

34.01 The Employer agrees that it is preferable to have bargaining unit work performed by Employees in permanent jobs. Except in cases of emergency, including but not limited to a shortage of qualified Employees immediately available to perform the required work, the Employer agrees that:

- i) it will not contract out work without considering all alternatives;
- ii) it will notify the Union prior to any contracting out taking place; and

- iii) a committee will be established by the Employer which would meet with a committee of the Union to discuss any contracting out that may be contemplated.

The Employer further agrees that, on the request of the Union, it will meet with the Union at each semi-annual anniversary of the date of this Agreement to review, and to enable the Union to make representations with regard to the Employer's "contracting-out" practices during the preceding six (6) month period.

ARTICLE 35 – RETURN OF SERVICE AGREEMENTS

- 35.01** The Employer may enter into Return of Service Agreements with Employees where the Employer has incurred expenses or provided training to the Employee under Article 9.14.

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-12
 COLLECTIVE BARGAINING AGREEMENT
 March 1, 2016 to February 29, 2020

U.S.W. LOCAL 8223-12 - SCHEDULE "A"
March 1, 2016 to February 28, 2017

Job Class	Title	Starting	18 Months	36 Months	48 Months	60 Months	72 Months	78 Months
1		24.33	24.88	25.42	26.52	27.61	28.72	29.83
1	Mechanic Apprentice	27.77	28.32	28.87	29.96	31.05	32.15	33.24
2		24.57	25.12	25.67	26.76	27.85	28.95	30.04
3	General Labourer II	24.79	25.33	25.88	26.97	28.07	29.16	30.26
4	Custodian - Labourer I Garbage Swamper - Labourer I	25.02	25.58	26.12	27.22	28.31	29.40	30.50
5		25.24	25.79	26.34	27.43	28.52	29.62	30.71
6		25.44	25.99	26.54	27.64	28.76	29.85	30.94
7	Water & Sewer Labourer II	25.70	26.24	26.79	27.88	28.98	30.07	31.16
8	Equipment Operator III Equipment Operator III- General Labourer II(TRCC)	25.90	26.45	26.99	28.09	29.19	30.29	31.39
9	Equipment Operator II	26.14	26.69	27.24	28.33	29.42	30.52	31.61
10	Ice Plant Operator I* Painter - Tradesman II Water & Sewer Labourer I Utility Person Water & Sewer Lead Hand/Relief Supervisor	26.35	26.89	27.44	28.53	29.63	30.73	31.82
11	Animal Control Officer Pool Plant Operator	26.55	27.09	27.66	28.77	29.86	30.95	32.05
12	Painter - Tradesman I Sewage Plant Operator Equipment Operator I Equipment Operator I – (Waste Disposal Grounds)	26.81	27.36	27.90	29.00	30.09	31.19	32.29
13	Carpenter - Tradesman II	27.01	27.56	28.13	29.21	30.31	31.41	32.51
14		27.26	27.80	28.35	29.44	30.54	31.63	32.72
15	Carpenter - Tradesman I	27.46	28.01	28.55	29.65	30.75	31.84	32.95
15	Mechanic - Tradesman II	30.88	31.44	31.98	33.08	34.17	35.27	36.36
16		27.70	28.25	28.80	29.89	30.98	32.08	33.17
17	Mechanic - Tradesman I	33.62	34.16	34.71	35.80	36.90	38.00	39.09

(* Job which requires Department of Labour Certification, to operate Ice Plants - the Employer will pay one job class higher than the C.J.E.P. established rate.)

In the event an Employee is promoted to a higher job classification, he shall receive the rate that is consistent with his length of service with the Employer.

For those Employees employed as at the date of ratification, there will be a one and one quarter percent (1.25%) per hour increase effective March 1, 2016. Effective March 1, 2017, there will be a one and one quarter percent (1.25%) per hour increase for Employees employed as at that date. Effective March 1, 2018, there will be a one and one quarter percent (1.25%) per hour increase for Employees employed as at that date. Effective March 1, 2019, there will be a one and one one-half percent (1.50%) per hour increase for Employees employed as at that date.

The Employer retains the right to determine, in its discretion, at which step in the wage progression an employee hired into the following positions will be placed: Carpenter – Tradesman II (Job Class 13), Carpenter – Tradesman I (Job Class 15), Mechanic – Tradesman II (Job Class 15), Mechanic – Tradesman I (Job Class 17). The Employer may pay to such Employees any of the wages along the progression as the starting rate for the aforementioned positions.

Existing Employees will be guaranteed their higher existing schedule on all job bids, bumps or recalls. Seasonal Labourers will be included in the above wage structure and will be hired as new hires. Seasonal Labourers and students will not receive upgrades for operating riding mowers or half-ton trucks.

No Cost of Living Allowance will be paid for the following rates for the duration of this Agreement:

The following positions will be paid at a rate of \$13.01 per hour effective March 1, 2016 for those employees employed as at the date of ratification:

Part-time employees, summer students, Paper Picker, and Arena Maintenance Worker.

Summer Students, Seasonal employees, Outdoor Area Attendants and Arena Maintenance Workers are not entitled to insurance benefit coverage under Article 23 or paid sick leave under Article 22.

It is understood that for the purposes of this Agreement, such Shift Premium and Sunday Premium shall not form part of an Employee’s regular rate of pay.

Shift Premium, Sunday Premium and Leader Rate shall be frozen throughout the entire contract, with no C.O.L.A.

<u>Shift Premium:</u>	<u>Sunday Premium:</u>
Afternoon Shift 40¢ per hour	\$1.15 per hour for regularly scheduled shifts
Graveyard Shift 45¢ per hour	40¢ for non-scheduled shifts

Full-time Employees working outside of normal working hours of 7:30 a.m. and 4:30 p.m. are entitled to the applicable shift premiums.

Part-time Employees will only receive shift premiums for hours worked in a week outside of normal

working hours of 7:30 a.m. and 4:30 p.m. when the Employee has worked more than 19 hours in that week.

Midnight shift premiums of \$0.45 will be paid for work between the hours of 12 midnight and 7:30 a.m., and afternoon shift premiums of \$0.40 will be paid for work between the hours of 4:30 p.m. and 12 midnight.

Shift premiums are paid only for regularly scheduled shifts and will not be paid on overtime hours.

Leader Rate: \$1.15 per hour

Any vacancy in the classification of Garbage Swamper – Labourer I (Job Class 4) will be posted as Labourer II (Job Class 3); however, Employees who fill such vacancies will be paid the Labourer I (Job Class 4) rate for time spent performing Garbage Swamper duties at the direction of the Employer.

Employees who as at the date of ratification of this Agreement are employed in Job Class 3, 4 or 7 will receive a maximum of forty-five cents (45¢) per hour for each hour they drive a vehicle rated less than 1 ton at the direction of the Employer provided that in no event will the Employee be paid more than the Job Class 8 rate corresponding to the Employee's increment level.

The Employer shall permit Employees to authorize a payroll check off for the U.S.W. Humanity Fund.

SCHEDULE "B"

- (1) One (1) set of coveralls as required per week or as designated by the Department Head.
- (2) Necessary rubber gear for Employees in inclement weather, including raincoats and rubber boots of necessary length.
- (3) The Employer will undertake to buy gloves in quantity and to sell them to the Employees at cost.
- (4) The Employer agrees to supply gloves or mitts free of charge to swamper and water and sewer workers when damaged ones are returned for replacement.
- (5) Tool allowance will be paid to all tradesmen under the following terms and conditions:
 - a) Tradesmen will equip themselves with tools required for the job.
 - b) Payments for tool allowances will be made the first pay period in July and the first pay period in January of each year.
 - c) Tool Allowance of \$450.00 will be paid per year upon proof of purchase and with Supervisor giving prior approval.
 - d) Fire Insurance will be provided for tools with \$100.00 deductible.
- (6) The Employer will provide snow suits to the water and sewer workers, mechanics and outdoor rink labour crew at 50% of the cost to a maximum of \$100.00 per contract year effective November 15, 2016.
- (7) The Employer will provide safety footwear to Employees who are required to wear same and who are not specifically referred to in paragraph (8) below at 50% of the cost to a maximum of \$150.00 effective November 15, 2016.
- (8) The Animal Control Officer shall wear the Employer-issued uniform at all times while on duty. The following items will be issued initially: three (3) pairs of uniform pants; five (5) shirts (long or short-sleeved); one (1) high-visibility jacket (seasonal); one (1) pair of required footwear; and one (1) pair of gloves. All of these items will have department and position specific identifying marks. New items will be issued as required should they become damaged or worn out due to work-related reasons, except that Employees will receive one (1) pair of required footwear and one (1) pair of gloves each year. Employees are responsible for ensuring their uniforms are properly maintained and cleaned and shall return damaged or worn out items to the Employer.

Tradesmen will not be responsible for tools necessary for any helper assigned them.

The Employer agrees to provide necessary power tools.

IN WITNESS THEREOF the parties hereto have executed these presents duly attested by their proper officers respectively in that behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CITY OF THOMPSON



Gary Ceppetelli
City Manager



Wayne Koversky
Director of Public Works



Deanna Kondakor
Human Resources Manager



Gail Taylor
Assistant Financial Officer



Jim English
Facilities Manager

UNITED STEELWORKERS, LOCAL 8223-12



Matt Winterton, U.S.W.
Staff Representative



Nicole Singh



Jason Matechuk



Abel Hall



Lindsay Anderson



Chris Bonnett



Randy Bosters

LOU #8223-12-1

February 29, 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sir:

This will confirm our agreement with regard to the extension of the Employer's Supervisory On-Call Schedule to include members of U.S.W. Local 8223-12. It is understood that members of U.S.W. Local 8223-12 who agree to do so, and who are accepted by the Employer, may serve as on-call Supervisors and be added to the Supervisory On-Call Schedule.

Members of U.S.W. Local 8223-12 will receive the same standby pay and be subject to the same conditions regarding on-call requirements as members of U.S.W. Local 8223 while they serve in the standby capacity.

Yours truly,

CITY OF THOMPSON

ACCEPTED:

UNITED STEELWORKERS, LOCAL 8223-12

LOU #8223-12-2

February 29 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

Due to our desire to offer every opportunity to employees to upgrade their experience and further advance their various positions and also to improve the availability of more trained personnel has resulted in the implementation of a training program in the Public Works Department.

A program has been started on June 11, 1976. The initial phase is to train all Equipment Operators I on each piece of equipment which falls in this category. The second phase will be to do the same in Class II and further in Class III. In the future are further plans to train Class III on Class II equipment and Class II on Class I. With this program we hope to eventually have a fully trained staff of operators and may then be able to implement a mutually agreed rotation system insofar as Equipment Operators are concerned.

Yours truly,

CITY OF THOMPSON

ACCEPTED:

UNITED STEELWORKERS, LOCAL 8223-12

LOU #8223-12-3

February 29, 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

Qualified tradesmen are an essential part of any operation such as the Public Works Department of the Employer of Thompson.

In line with this, there is an apprenticeship program available in the mechanical Department. This is a Department of Labour approved course and applications are available to anyone. If there is an opening in our Department, an application must first be approved by the Department of Labour. Once approved, the course consists of four years on the job training and four-six weeks in school periods. A final examination is then given by the Department of Labour and if successful, the apprentice receives his journeyman papers.

In the future this program may include apprenticeships for Carpenter and/or other tradesmen.

Yours truly,

CITY OF THOMPSON

ACCEPTED:

UNITED STEELWORKERS, LOCAL 8223-12

LOU #8223-12-4

February 29, 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

For purposes of Article 21.02(ii) the day on which leave shall be granted will be on the third Monday each month and if that day is a holiday on the second Monday of that month.

Yours truly,

CITY OF THOMPSON

Accepted:

U.S.W. Local 8223-12

LOU #8223-12-5

February 29, 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

The Employer agrees to discuss with the Union concerns about summer, seasonal and student Employees as cases arise.

Yours truly,

CITY OF THOMPSON

ACCEPTED:

U.S.W. Local 8223-12

LOU #8223-12-6

February 29, 2016

United Steelworkers
Local 8223-12
19 Elizabeth Drive
Thompson, Manitoba R8N 1S7

Dear Sirs:

The Employer and the Union agree to amend the job description of Water and Sewer Labourer I (Job class 10) and Water and Sewer Labourer II (Job class 7) with the addition of "Employees may be required to be on call."

Yours truly,

CITY OF THOMPSON

ACCEPTED:

U.S.W. Local 8223-12