

COLLECTIVE BARGAINING AGREEMENT

CITY OF THOMPSON

and

U.S.W. LOCAL 8223-02

MARCH 1, 2016

TO

FEBRUARY 29, 2020

“STATEMENT OF SEXUAL HARASSMENT

The Employer and the United Steelworkers, Local 8223-02, 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 Committeeperson, or a supervisor or other management personnel.”

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March 1, 2016 to February 29, 2020

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COLLECTIVE BARGAINING AGREEMENT
March 1, 2016 to February 29, 2020

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 8223-02
(hereinafter called "THE UNION")
"PARTY OF THE SECOND PART."**

ARTICLE 1 - PREAMBLE

- 1.01** WHEREAS the Manitoba Labour Relations Board by Certificate dated February 4, 1974, 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

- 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. Such term appointments shall not be for a period longer than 12 months, and if term appointments are renewed so that an Employee's employment exceeds 24 consecutive months the job shall be considered as per 2.03 and no longer term.
- 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 a standard number of 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 the standard number of hours.
- 2.07** a) The expression "Probationary Employee", when applied to Employees who occupy Full-time jobs, shall mean an Employee of the Employer having less than three (3) months continuous service immediately following the date of his most recent hire.

- b) When applied to Employees who occupy Part-time jobs, "Probationary Employee" shall mean an Employee having less than three hundred and twenty (320) hours worked of continuous service with the Employer immediately following the date of his most recent hire.
- 2.08 a) The word "Seniority" when applied to Employees who occupy Full-time jobs shall 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 calculated in hours, days, months and years less the periods to be deducted under the terms of this Agreement.
- 2.09 The expression "Substitute Employee" shall mean a person who does not hold a full-time permanent position who is hired in accordance with Article 9.06 to temporarily replace an Employee who is temporarily absent.
- 2.10 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 AND 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 part of that bargaining unit defined in Certificate No. M.L.B. 2962 issued by the Manitoba Labour Board, February 4, 1974 with the addition of Senior Clerk (Engineering).
- 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 and except where established practices have permitted same.
- 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, including substitute Employees, 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 of union dues as provided for in this Article.

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 of a person designated as such when dealing and negotiating with the Employer and the Employer shall have the right to have the assistance of solicitors or other persons 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 said Agreement. 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** The Employer and the Union agree that no Employee or prospective Employee and no member of the family of any Employee, or prospective Employee shall in any manner be discriminated against, interfered with, coerced, restrained or influenced by reason of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization, or by reason of race, creed, colour, national origin, political or religious beliefs, sex, marital status (i.e. whether single or married).

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 recognize 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) re-call

in accordance with this Article.

9.02 The giving of preference according to seniority in accordance with this Article, shall be subject to 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 with a forty (40) hour week 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, after discussion with the Union, by up to a maximum of three hundred and sixty (360) additional hours worked.
- b) Employees hired to occupy Full-time jobs with a thirty-five (35) hour week shall be considered on probation for a period of six hundred and thirty (630) 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 three hundred and fifteen (315) additional hours worked.
- c) Employees hired to occupy part-time jobs shall be considered on probation for a period of three hundred and twenty (320) 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 one hundred and sixty (160) additional hours worked.
- d) 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.
- e) After completion of the probationary period, seniority shall be effective from the date of most recent hire or as provided in 9.04 b) ii).
- f) Notwithstanding paragraph 9.03 b), Employees awarded full-time R.C.M.P Junior Clerk jobs shall be considered on probation for a period of one thousand two hundred and sixty (1,260) hours worked from the date of placement in the R.C.M.P. Junior Clerk position subject to the Employer's right to extend the probationary period, after discussion with the Union, by up to a maximum of six hundred and thirty (630) additional hours worked.

- 9.04**
- a) All Employees, except those who occupy jobs with a work week of less than twenty (20) hours, shall accumulate seniority as provided in this Agreement.
 - b) 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 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 the greater amounts of service.
 - iv) The calculated anniversary date for part-time Employees who are promoted to full-time permanent jobs is determined by calculating the full-time equivalent of the part-time service accumulated, and dating backwards from the date they started work in full-time jobs. Vacation pay they received in their part-time jobs will be deducted from their vacation entitlement and the difference will be added to their vacation accumulation in their first year in their full-time permanent jobs.
- 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 job considered by the Employer to be temporary only not to exceed ninety (90) calendar days), notice of such vacancy upon occurrence or upon approval of leave shall be posted for seven (7) calendar days on the bulletin board. This procedure will take place before the general public is advised.
 - b) When a vacancy occurs in any job due to another Employee being absent for more than ninety (90) calendar days, notice of such vacancy upon occurrence or upon approval of leave shall be posted for two (2) working days. Such notice shall indicate that the vacancy is temporary. Where the factors as described in clause 9.02 are to all intents equal as between two or more Employee applicants, then relative seniority shall govern.
 - c) A vacancy resulting from a temporary promotion under 9.06 (b) and/or any temporary vacancy in excess of fifteen (15) working days shall be filled by the Employer transferring the most senior Employee who:
 - i) has asked for that transfer,
 - ii) meets the normal requirements of the job.
 - d) Vacancies of less than fifteen (15) working days, and vacancies resulting from a promotion under 9.06(b) or a transfer under 9.06(c) may be filled by substitute Employees.
 - e) The probationary period for substitute Employees shall be three hundred and twenty (320) hours worked of continuous service with the Employer immediately following the date of his/her hire.
 - f) Substitute Employees shall not be eligible to accumulate seniority but they will be credited with service. Service credits will lapse if the person concerned does not work for the Employer in a 12 month period. If they are hired into jobs in which they are eligible to accumulate seniority, then

their service credits will be considered seniority after they complete the probationary period in the new job.

- g) Substitute Employees will be paid the starting rate of the position in which they are substituting. They will progress up the pay scale as set out in Schedule A of the Collective Bargaining Agreement.
- h) Substitute Employees will be allowed to apply for jobs after full-time bidding rights but before the general public is advised.

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. Employees temporarily promoted to a Supervisor position must, in addition to meeting the requirements of clause 9.02, have successfully completed SafeOperations Leadership training.

9.09

- 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 Retention of Seniority: 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 Employer of Thompson) or seventy-two (72) hours (if he is outside the Employer of Thompson) that he will agree to return to work within fourteen (14) calendar days after being notified by telephone to do so or does not return to work within fourteen (14) calendar days after being notified by telephone or e-mail or fax if provided by the Employer 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 a) Union Notification: The Union shall be notified respecting any changes in positions including appointments, hiring, lay-off, re-call, hours of work, and termination of employment.

- b) **Monthly Meetings:** Upon request of either party a monthly labour management meeting shall be held within seven working days. The party asking for such a meeting shall provide an agenda.

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 a) 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 or as provided in clause 9.04 b) ii).
- b) Service Credit List:** The Employer shall maintain a Service Credit List showing the date upon which each Employee's service commenced and the amount of service stated in years, months and days. Such Service Credit List to be posted and up-dated as per the Seniority List in Clause 9.13(a).
- 9.14 Job Training:** 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.

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 9.15.

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.

- 9.15** The Employer agrees that where an Employee has successfully completed an educational course offered by a certified educational institution in Thompson, 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.
- 9.16** Employees in Part-time jobs, with work weeks of twenty (20) hours or more per week, shall accumulate seniority on the number of hours worked. (I.e. 8 hours one day, 40 hours one week, one hundred and seventy-three (173) hours one month, two thousand and eighty (2080) hours one year).
- 9.17** 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, 9.17 is subject to the provisions of clauses 9.02 in this C.B.A. and the provision of 9.02 in the C.B.A. of Local 8223-12.

- 9.18** Employees of the Employer who work with the R.C.M.P. are required to obtain security clearance by the R.C.M.P. Loss of such clearance after employment will result in termination of employment with the R.C.M.P. but when such loss is due to an act which was not job related, the Employee will be considered as laid-off by the Employer and will be given the same opportunity as other laid-off Employees.

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 shall, two (2) weeks before the lay-off is effective, notify those Employees who are to be laid-off. If the Employee laid-off has not had the opportunity to work two (2) weeks after notice of lay-off, he shall be paid in lieu of the work for that part of the two (2) weeks 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 in writing 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 endeavour 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 Stage 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 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 Two and the decision of the Employer at Stage Three 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 (½) 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 operation 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 the 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.

ARTICLE 13 - TERMINATION OF EMPLOYMENT

- 13.01** The employment of an Employee shall be terminated whenever the Employee voluntarily terminates his employment or is discharged for just cause.

ARTICLE 14 - DISCHARGE AND DISCIPLINE

- 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 and 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 provision 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** A work week will commence with the beginning of the work day on Monday and terminate at the same time on the following Monday.

- a) An Employee shall normally be granted two (2) consecutive days off within each seven (7) day period.
- b) A work day shall be no more than nine (9) hours consecutively for Employees on a 35 hour week, and no more than ten (10) hours consecutively for Employees on a 40 hour week.
- c) R.C.M.P. Clerks: For the four positions currently working a ten (10) hour shift, reporting to A, B, C and D watch, the hours of work may be four (4) consecutive ten (10) hour shifts at straight time and four (4) consecutive days off.

Overtime rates as per the Collective Agreement shall apply for all work in excess of ten (10) hours per day, and for all hours worked in excess of four (4) consecutive days.

The workweek shall total no more than an average of seventy (70) hours per two week period averaged over eight (8) weeks at straight time.

- d) 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.
 - e) 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** All the Employees so far as practicable shall be allowed one (1) hour and five (5) minutes for lunch at the mid-point of the work day and those who wish to have lunch at home may do so.
- 15.05** All Employees shall be permitted a fifteen (15) minute rest period during the first and second halves of the work day or shift.

- 15.06 a)** The Employer may require Employees in the classifications of Roads & Building Technician, Utilities Technician, Water & Sewer Supervisor, Mechanical Supervisor, Labour Supervisor and Waste Disposal Grounds Supervisor to be on-call. Employees who are not in the classification of Roads & Building Technician, Utilities Technician, Water & Sewer Supervisor, Mechanical Supervisor, Labour Supervisor or Waste Disposal Grounds Supervisor 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 the provision of this clause will not be counted as hours worked for purposes of computing overtime.

- b)** 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 8223-02 while they serve in the standby capacity.

- 15.07** The work day hours for Employees working a thirty-five (35) hour week will be 8:30 a.m. to 4:30 p.m. The work day hours for Employees working a forty (40) hour week will be 7:30 a.m. to 4:30 p.m.

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, or seven (7) hours in a day or thirty-five (35) hours in a week as the case may be, 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 make every effort to distribute overtime as equitably as the circumstances will permit amongst those Employees who normally perform the work to be done.

16.03 Scheduling of Overtime: The Employer shall have the right to schedule overtime when the needs of the organization requires it. All Employees will be required to work overtime as may be necessary in order to carry out their responsibilities unless excused by their Supervisor.

16.04 If an Employee works over 2 hours overtime after a regularly scheduled day of work, he/she 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.

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

and any other day proclaimed as a public holiday by the Federal, 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/she is not absent without leave during his last regular work day preceding and his/her 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.

(* 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

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2016 to February 29, 2020

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.

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

For purposes of vacation pay it is understood and agreed that:

Employees shall accumulate vacation based on the standard number of hours worked per day in each Employee's normal job;

- For a seven (7) hour day, seven (7) hours vacation pay shall be accumulated.
- For an eight (8) hour day, eight (8) hours vacation pay shall be accumulated.
- For a four (4) hour day, four (4) hours vacation pay shall be accumulated.

All hours of vacation shall be paid in the order in which they are accumulated from first to last whenever an Employee takes vacation.

Should an Employee change permanent job classifications involving an adjustment in regular hours worked per day, all vacation hours accumulated at all previous job classifications shall be paid in order of succession before any hours of vacation accumulated at the current job classification are paid.

The terms of this clause shall not apply to:

- i) Any hours worked while temporarily relieving in any position for a period of less than fifteen working days or when temporarily relieving due to a vacancy caused by a vacation.
- ii) Any overtime hours 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. 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. 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.
- 18.06** 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.
- 18.07** 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 endeavour to provide vacation request forms to Employees within the first week of February of each year.
- 18.08** 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.
- 18.09** Employees may carry over no more than five (5) days of vacation from one vacation year to another.

ARTICLE 19 - WAGE RATES AND CLASSIFICATIONS

- 19.01 Wage Schedule:** The schedule of classification and wage rates set out as Schedule "A" shall be in effect during the duration of this Agreement.
- 19.02** 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.

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 temporarily substitutes on a job during the absence of another Employee, he/she shall receive the rate of pay for the job on which he/she is actually working or his/her regular rate, whichever is greater for as long as he/she temporarily substitutes on that job.
- 19.04** 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.
- 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 8223-02 will receive the Supervisor rate set out in Schedule "A-1" of the Collective Agreement between the Employer and U.S.W. Local 8223-02 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 responsibilities 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** A leave of absence is an authorization for an Employee to be absent from work for a definite period of time which has been approved by the Employer.
- 21.02** An Employee may be granted a leave of absence for a period of time commensurate with the approved reason for which the request for leave is made but in no event for more than three (3) months except in case of sickness.

- 21.03** For reasons satisfactory to the Employer, a leave of absence may be extended upon written application to, and receipt of, written approval from the Department Head or his designate. Application for extension of a leave of absence must be received by the Employer at least one (1) week prior to the expiry date of such leave, for a period of extension of up to one (1) month. For a period of extension of a leave of absence over one (1) month, at least one (1) month prior to expiry date of such leave. Time limits for replies will be as stated in 21.06.
- 21.04** **Securing Leave:** A leave of absence may be granted only by the Department Head or his designated representative.
- 21.05** An Employee desiring a leave of absence shall make application therefore to his Department Head on a form provided by the Employer. Except in emergencies, such application must be made as follows:
- a)** For a leave of absence up to one (1) month, at least one (1) week prior to the requested starting date of leave.
 - b)** For a leave of absence of over one (1) month at least one (1) month prior to the requested starting date of the leave.
- 21.06** Employees will be informed in writing if the leave is approved or not approved, as follows, in the case of 21.05 (a) three (3) days after the date of the receipt of the request for the leave, in the case of 21.05 (b), two (2) weeks after the date of the request for the leave.
- If the leave is approved, the Employee will be issued a Leave of Absence Authorization by the Personnel Department, counter-signed by the Department Head or his designate having the starting and expiry dates of the leave and other essential information.
- The Department Head or his designate, may in his absolute discretion, refuse or allow, in whole or in part, a request for leave of absence. In the event leave is refused the Union may appeal on behalf of such Employee to the Chief Administrative Officer.
- 21.07** If a leave of absence is granted for a period in excess of thirty (30) days, the Employee must clear through Personnel Department when leaving and report through such Department upon his return.
- 21.08** **Conditions Governing Leaves of Absence:** Subject to clauses 21.13, 21.15, and 21.16, all leaves of absence granted for any reason shall be without pay.
- 21.09** An Employee who accepts full-time employment elsewhere during a leave of absence without the knowledge and consent of the Employer shall be deemed to have voluntarily quit.
- 21.10** An Employee who fails to report for work or notify the Employer within three (3) days after the date of expiration of his leave shall be deemed to have voluntarily quit.
- 21.11** An Employee's fringe benefits shall be continued during leave of absence granted by the Employer.
- 21.12** If an Employee would be subject to lay-off according to the seniority provision of this Agreement

during the period of his leave, he shall be notified thereof immediately and his leave shall be converted to lay-off on the date of notification. If he becomes subject to recall before his leave would have expired, the leave shall be reinstated and he may return to work in accordance with the seniority provisions of the Agreement at the expiration of the leave.

21.13 Leave for Negotiations: 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 out 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.

21.14 Leave for Union Business: 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 that are intended to improve their representation of the bargaining unit, to not more than one (1) Employee from each Department to a maximum of four (4) Employees for a total period not exceeding in the aggregate sixty (60) days in any one (1) contract year. Application for such leave of absence shall be made by the Union in writing at least one (1) week prior to the requested leave. In the event of the Employee being accepted at Labour College, additional leave will become available upon request.

21.15 Bereavement Leave:

- a) 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.
- b) In the event of the death of an Employee's spouse or child, the time allowances given in a) above shall be increased by five (5) working days.
- c) 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.
- d) Bereavement leave will not be counted as hours worked for purposes of determining overtime liability.
- e) The Employer shall grant a half days leave with pay to any Employee to act as a pallbearer at a funeral.
- f) 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.

- 21.16 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 received for jury service or as a court witness. The Employee shall present proof of service 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.

- 21.17 a)** 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 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.

- b)** 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.

Maternity Leave: 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 37 continuous weeks provided the Employee has been employed at least seven (7) consecutive months at the date of birth or adoption. The Employee must give four weeks notice before the day of commencement.

Additional leave of absence may be granted for a period in excess of thirty-four (34) weeks for medical reasons upon presentation of a doctor's certificate.

An Employee applying for maternity leave shall give the Employer a minimum of two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence and the date upon which she intends to return. She shall also furnish to the Employer a doctor's certificate stating the estimated date that delivery will occur.

An Employee wishing to return early from a maternity leave of absence shall give the Employer three (3) weeks' notice of her intention to return to work.

The Employer will continue to pay its share of the Employee's benefits during maternity leave. Employees on maternity leave will retain and accumulate seniority during said leave.

Upon return to work, the Employee will resume her normal duties in her former position or a job of equal standard, providing her original position has been phased out.

- 21.18 Public Office Leave:** Upon written request by the individual concerned, the Employer shall grant leave of absence without pay to any Employee elected to or campaigning for his own election to the Manitoba Legislature or the House of Commons of Canada. Such leave shall be for a maximum period of two (2) months in the case of his campaigning or for the term of such office in the case of his election.
- 21.19** Upon written request by the individual concerned, the Employer shall grant Leave of Absence without pay to an Employee campaigning for his own election to a Municipal Office. In the event of his election, further Leave of Absence shall be granted for his term of office, subject to the Municipal Act of Manitoba.
- 21.20** Employees shall be entitled to take Educational Leave without pay for 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) Employee in the Bargaining Unit at any one time.
- 21.21** When Leave is granted to an Employee under Clause 21.18, 21.19 or 21.20 he shall be permitted, if he wishes, to continue his entitlement to benefits under the health plan and the life insurance plan in effect, provided that he reimburses the Employer for the costs involved.

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 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, (Municipal 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 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 STRIKE OR 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 AND RENEWAL OF AGREEMENT

28.01 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.

28.02 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

Prior to a 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 - TECHNOLOGICAL CHANGE

"Technological Change" means the introduction by the Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carried on the work, undertaking or business that is directly related to the introduction of that equipment or material; and the said change affects the terms and conditions or security of one or more Employees.

Where the Employer herein decides to effect a technological change as herein defined or to alter significantly the basis upon which the Collective Agreement was negotiated, he shall give notice of the Technological Change to the Union as soon as is reasonably possible before the date on which the change is to be effected in accordance with the Labour Relations Act of Manitoba.

The Employer shall provide adequate and sufficient training for Employees to adjust to the technological change and no Employee shall suffer a loss of pay as a result of such training.

The Labour Relations Act of Manitoba sections 72, 73 and 74 shall not apply to this Collective Bargaining Agreement, unless the technological change referred to results in a lay-off.

ARTICLE 31 - WORKPLACE SAFETY AND HEALTH

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

ARTICLE 32 – RETURN OF SERVICE AGREEMENTS

32.01 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.

ARTICLE 33 – CONTRACTING OUT

33.01 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.

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2016 to February 29, 2020

U.S.W. LOCAL 8223-02 - SCHEDULE "A"
March 1, 2016 – February 28, 2017

Job Class	Title	Starting	18 Months	36 Months	48 Months	60 Months	72 Months	78 Months
0		22.75	23.34	23.93	25.11	26.27	27.44	28.60
1		23.30	23.88	24.49	25.68	26.84	28.01	29.18
2	Cashier (Full-time)	23.85	24.44	25.05	26.21	27.38	28.54	29.72
3	Receptionist/Typist	24.40	25.00	25.60	26.78	27.95	29.11	30.29
4	Junior Clerk (Pool) Accounts Receivable Clerk Data Processing/Tax Clerk Junior Clerk (Recreation) Utility Clerk	24.96	25.55	26.15	27.32	28.48	29.65	30.83
5	Instructor/Guard (1 position: 28.5 hours/week) Storeshelper	25.49	26.12	26.69	27.86	29.03	30.21	31.39
6	Junior Clerk (R.C.M.P.) Accounts Payable Clerk	26.09	26.66	27.26	28.42	29.59	30.76	31.93
7	Senior Clerk (Planning and Public Safety) * Relief Clerk Payroll Clerk Senior Clerk (Recreation) Senior Clerk (Public Works) *	26.63	27.23	27.79	28.97	30.13	31.31	32.49
8	Stores Controller *	27.20	27.76	28.36	29.52	30.69	31.87	33.05
9	Senior Instructor/Guard	27.73	28.32	28.90	30.07	31.25	32.42	33.59
10	Senior Clerk (R.C.M.P.)	28.28	28.87	29.45	30.62	31.79	32.97	34.14
11	City Licence Inspector * Recreation Coordinator (2) Eng. Tech. (Roads & Buildings) * Labour Supervisor * By-Law Inspector * Waste Disposal Grounds Supervisor*	28.84	29.41	30.00	31.17	32.35	33.52	34.70

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2016 to February 29, 2020

12	City Building Inspector * Water & Sewer Supervisor * Eng. Tech. (Utility Systems) *	29.38	29.97	30.55	31.72	32.90	34.07	35.25
12A	Community Safety Officer	29.97	30.55	31.72	32.90	34.07	35.25	36.42
13	Mechanical Supervisor*	35.64	36.21	36.81	37.99	39.15	40.34	41.50
14		30.49	31.07	31.65	32.83	34.01	35.17	36.35
15	Purchasing Agent *	31.03	31.62	32.20	33.38	34.56	35.73	36.90
16		31.59	32.17	32.64	33.93	35.10	36.29	37.46

*** Jobs so marked have a 40 hour week. ** Jobs so marked have a 20 hour week.**

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 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 a position which requires a professional designation will be placed. The Employer may pay to such Employee any of the wages along the progression as the starting rate for such position.

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.

Wading Pool Attendant, Camp Counsellor, Outdoor Rink Attendant, Public Skating Attendant,
and Facility Attendant.

The Camp Co-ordinator position will be paid at a rate of \$13.61 per hour effective March 1, 2016 for those Employees employed as at the date of ratification.

The part-time Cashier will be paid at a rate of \$14.95 per hour effective March 1, 2016 for those Employees employed as at the date of ratification.

The part-time Guard will be paid at a rate of \$17.13 per hour effective March 1, 2016 for those Employees employed as at the date of ratification.

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2016 to February 29, 2020

The part-time Instructor/Guard will be paid at a rate of \$19.31 per hour effective March 1, 2016 for those Employees employed as at the date of ratification.

Summer students, Wading Pool Attendants, Camp Counsellors, Outdoor Rink Attendants, Public Skating Attendants and Facility Attendants 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 and Sunday Premium are paid only for regularly scheduled shifts and will not be paid on overtime hours.

Summer students are not entitled to insurance benefit coverage under Article 23 or paid sick leave under Article 22. Part-time employees are not entitled to insurance benefit coverage under Article 23.

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

Shift and Sunday Premium shall only be paid to Employees working more than 19 hours per week.

Leader Rate: \$1.15 per hour

Shift Premium Afternoon Shift 40¢ per hour
 Graveyard Shift 45¢ per hour

Sunday \$1.15 per hour for regularly scheduled shifts
 40¢ for non-scheduled shifts

The normal afternoon shift to begin at 4:30 p.m. and end at 12:00 midnight and the normal graveyard shift to begin at 12:00 midnight and end at 7:30 a.m.

Hours worked between midnight and 7:30 a.m. shall be at the graveyard shift premium of 45¢ per hour.

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

U.S.W. LOCAL 8223-02 - SCHEDULE "B"

CLOTHING ALLOWANCE

1. The Employer will provide safety footwear to Employees who are required to wear same and who are not specifically referred to in paragraph 3 below at 50% of the cost to a maximum of \$150.00 per year effective November 15, 2016.
2. The Employer shall provide two (2) swimsuits per contract year to each full-time Instructor/Guard. Part-time Instructor/Guards who have worked at least three hundred and twenty (320) hours with the Employer in the contract year will be reimbursed by the Employer for the cost of one (1) swimsuit from the Employer's approved list of swimsuits. Swimsuits shall have full liners.
3. The City License Inspector, By-Law Inspector, Building Inspector and Community Safety Officers 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. Community Safety Officers will also be issued initially one (1) pair of Slash gloves, one (1) pair of shorts, and one (1) toque. 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.

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2012 to February 29, 2016

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

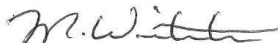


Gail Taylor
Assistant Financial Officer




Jim English
Facilities Manager

UNITED STEELWORKERS, LOCAL 8223-02



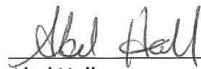
Matt Winterton, U.S.W.
Staff Representative



Nicole Singh



Jason Matechuk



Abel Hall



Lindsay Anderson



Chris Bonnett



Randy Bosters

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2012 to February 29, 2016

LOU #8223-02-1

February 29, 2016

United Steelworkers
Local 8223-02
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

During the period March 1, 2016 through February 29, 2020 in the event a Unit position is vacated, the Employer shall not reassign duties of that job to exempt personnel so that said position is left vacant.

Yours truly,

City of Thompson

Accepted:

U.S.W. Local 8223-02

CITY OF THOMPSON AND UNITED STEELWORKERS, LOCAL 8223-02
COLLECTIVE BARGAINING AGREEMENT
March 1, 2012 to February 29, 2016

LOU #8223-02-2

February 29, 2016

United Steelworkers
Local 8223-02
19 Elizabeth Drive
Thompson, Manitoba
R8N 1S7

Dear Sirs:

RE: SUPERVISOR JOB DESCRIPTIONS

Amend to read: "Monitors employees' work performance, assists in the performance appraisals process, makes related reports and carries out disciplinary action as designated by the Employer when required."

Yours truly,

City of Thompson

Accepted:

U.S.W. Local 8223-02