

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

AND

RURAL MUNICIPALITY OF EAST ST. PAUL

JANUARY 1, 2015 TO DECEMBER 31, 2017

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ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

(a) to maintain and improve harmonious relations between the Employer and employees, and

(b) to recognize the principle of joint discussion and negotiation of matters pertaining to wage rates, hours of work, and other working conditions, and

(c) to document negotiated working conditions in the form of a written agreement,

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine work and production schedules; to determine the number of personnel required from time to time, services to be performed, and the methods, procedure, and equipment in connection therewith; to maintain order, discipline and efficiency; to direct its work force, to hire, transfer, demote, promote, assign and reassign jobs or duties, layoff or rehire any employee; to discipline, including suspend or discharge any employee for just cause; to reorganize, close or disband any department or section thereof as circumstances may require; to determine the location of its operation and activities; to increase or decrease its working forces, to designate curtailments and cessation of operations; to determine the skills and qualifications necessary to perform the required work; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

2.02 The Employer and the Union acknowledge their obligations in administering the Collective Agreement, to act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 3 - SCOPE AND RECOGNITION

3.01 The Employer recognizes the Union as the sole bargaining agent for all of its employees covered under the bargaining units certified by the Manitoba Labour Board Certificate Nos. MLB-6195 and MLB-6437.

3.02 Employees whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on any jobs, which are included in the bargaining unit except in cases of emergency and for purposes of vacation/sick time, training and/or instruction.

3.03 The Employer agrees that any intended contracting out of work normally performed by members of the bargaining unit shall be discussed with the Union.

3.04 The Union shall have the right to have assistance of a Representative of the Canadian Union of Public Employees when meeting or negotiating with the Employer.

3.05 Representatives of the Union who are not employees of the Employer shall, upon request to the Employer, be given access to the Employer's premises at a time mutually agreed upon for the purpose of investigation and to assist in the settlement of a grievance.

3.06 The Chief Shop Steward or designate shall be granted up to fifteen (15) minutes at the end of the orientation program in order to acquaint new employees falling within the scope of this Agreement with the fact that a Union agreement is in effect and to indicate the general conditions and obligations as they relate to the employees. A member of management may be present during this period.

3.07 The Union shall notify the Chief Administrative Officer in writing, of the names of their Officers and Stewards.

3.08 Within one week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 4 - CHECKOFF OF UNION DUES

4.01 The Employer agrees that it will deduct from the wages payable to any employee covered by the Collective Agreement the membership dues and assessments payable by the employee to the Union.

4.02 In consideration of the Employer making the compulsory checkoff of Union dues as herein provided, the Union agrees to and does hereby indemnify and save the Employer harmless for all claims, demands, actions and the proceeding of any kind and from all costs which may arise or be taken against the Employer by reason of the Employer making the compulsory checkoff of Union dues provided for in Clause 4.01.

4.03 Deductions shall be made from the payroll period at the end of the month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month following accompanied by a list of the names of all employees from whose wages the deductions have been made. Amounts so deducted will be reported annually on the employees' Income Tax slips.

4.04 The Union shall notify the Employer in writing, of any change in the amount of dues deduction at least thirty (30) calendar days prior to the expected change.

4.05 The Union shall give the Employer seven (7) calendar days notice prior to the employees going out on strike.

4.06 The Employer shall give the Union seven (7) calendar days notice prior to locking out the employees.

ARTICLE 5 - DEFINITIONS

5.01 Interpretation

The masculine shall be construed as including the feminine, the feminine as including the masculine, the singular shall be construed as including the plural, and the plural the singular, where required.

5.02 "Employer" means the Rural Municipality of East St. Paul as represented by the Chief Administrative Officer or designate.

5.03 A "steward" means an employee appointed or elected by the Union who is authorized to represent the Union, an employee or both, in the handling of grievances or matters pertaining to this Agreement.

5.04 A "full-time" employee is one who works the hours specified in Article 15.

5.05 A "part-time" employee is one who works on a regular and recurring basis but works less than full-time hours.

5.06 A "probationary employee" is any new employee who is in the process of fulfilling the initial six (6) month probationary requirement.

5.07 A "seasonal employee" is an employee of the R.M. who has fulfilled the probationary requirements and has maintained seniority as a seasonal employee and who is occupying any position which is, due to the seasonal nature of the work, subject to layoff and recall.

5.08 A "temporary employee" is an employee of the R.M. who is hired for any assignment of duty or project on an occasional or a short-term basis not to exceed a continuous period of two (2) weeks.

5.09 A "term employee" is an employee of the R.M. who is hired for any assignment of duty or project scheduled for termination in due course, or who is occupying any position not within the permanent establishment determined by Council, but who has completed his or her six (6) month probationary period.

ARTICLE 6 - RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION

6.01 The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace, which is free from discrimination and harassment as defined by the *Human Rights Code*.

6.02 Except as permitted by the *Human Rights Code* or the *Labour Relations Act,* it is agreed that there shall be no discrimination, by reason of age, race, colour, creed, ethnic or national origin, ancestry, sexual orientation, physical or mental disability, place of residence, political or religious affiliation or activity, sex, marital or family status nor by reason of his/her membership or activity in a labour union.

6.03 The Employer and the Union will not condone acts of harassment, including sexual and racial, in the workplace or in connection with the workplace. It is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. The Employer, the Union, and the employee(s) shall treat situations involving harassment in a confidential manner.

6.04 Employees against whom a complaint of employment related harassment has been substantiated will be severely disciplined.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

7.01 Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and fair resolution of workplace disputes or concerns.

7.02 Function of Committee

The Committee shall concern itself with the following general matters:

(a) Improving and extending services to the public;

(b) Promoting safety and sanitary practices;

(c) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service);

(d) Correcting conditions causing grievances and misunderstandings.

7.03 Meetings of Committee

The Committee shall meet as needed at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

7.04 Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

7.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

7.06 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

8.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit on a condition of employment that is in conflict with this Agreement.

8.02 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

8.03 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to a leave of absence without loss of regular pay or benefits to attend as representative of the Union shall be three (3) employees. Any meetings or preparation time for such meetings with the Employer will be without pay.

All such meetings or preparation time shall be held wherever practicable during non-working hours.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

9.01 A "grievance" shall be defined as a difference between the parties to this Collective Agreement concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

9.02 The parties to this Collective Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

9.03 Grievances shall be proceeded with as follows:

Step 1
An employee shall, within fourteen (14) calendar days of the event or occurrence giving rise to a grievance, attempt to resolve the grievance through discussions with the immediate supervisor or designate. If the matter is not resolved to the employee's satisfaction, the employee may proceed to Step 2.

Step 2
The Union Representative and the grievor shall meet within fourteen (14) calendar days with the Department Head or designate to discuss the grievance. Should no settlement satisfactory to the employee be reached within that time period, the grievance shall proceed to Step 3.

Step 3
The aggrieved employee may within fourteen (14) calendar days, with the assistance of a Union Representative or Shop Steward, present a written grievance to the Chief Administrative Officer (CAO). In the case of a grievance arising from the dismissal or suspension in excess of two (2) working days of an employee, the grievance shall be dealt with by the CAO within fourteen (14) calendar days. At this meeting, every reasonable effort shall be made by both parties to resolve the grievance.

9.04 If a final settlement of the grievance is not reached under Step 3, the grievance may, at any time within forty-five (45) calendar days, be referred by either party to a single arbitrator who shall be chosen from the following list:

(a) Arne Peltz

(b) Michael D. Werier

(c) A. Blair Graham

9.05 The Arbitrator shall render a decision within thirty (30) calendar days from the last day of the hearing or such other time as may be reasonable in the circumstance.

9.06 The findings and decision of the Arbitrator on all arbitrable questions shall be binding and enforceable on all parties involved.

9.07 Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

9.08 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.

9.09 The time limits fixed in the above grievance and arbitration procedure may be extended by the mutual consent of the parties to this Agreement.

9.10 Where a dispute involving a question of general application or interpretation occurs, the Union shall have the right to initiate a policy grievance.

ARTICLE 10 - DISCIPLINE AND DISMISSAL

10.01 The Employer at its discretion may discharge any probationary employee and that probationary employee shall have no recourse to the grievance or arbitration provisions as set out in this Agreement, provided it is not done in an arbitrary or discriminatory manner.

10.02 (a) The Employer shall not discipline or dismiss any employee who has completed his/her probationary period, except for just cause. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

(b) No notice or pay instead of notice will be required if an employee is discharged for just cause.

(c) An employee claiming to have been discharged or suspended without just cause may submit the grievance directly to the Chief Administrative Officer or designate at Step 3 of the grievance procedure.

10.03 Upon reasonable advance notice, employees will have the right to access their personnel file and will have the right to respond in writing to any documents it contains. Their reply will become part of the permanent record. There shall be one (1) personnel file maintained by the Employer for each employee.

ARTICLE 11 - RESIGNATIONS

11.01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last date upon which the employee will be present at work and perform his regular duties. Failing to provide written notice of resignation shall not invalidate the resignation.

11.02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his regular duties.

11.03 An employee intending to resign shall give notice of no less than:

(a) one (1) week before the termination, if the employee's period of employment is less than one (1) year;

(b) two (2) weeks before termination, if the employee's period of employment is one (1) year or more.

11.04 An employee who wishes to rescind a resignation may only do so by providing to the Employer written notice of his/her rescission, within forty-eight (48) hours of providing the resignation.

ARTICLE 12 - SENIORITY

12.01 (a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, and recall, as set out in the provisions of this Agreement, subject to the employee having the necessary qualifications to perform the job, as established by the Employer in accordance with Article 26.02 (b).

Seasonal, temporary and part-time employees shall accumulate seniority on the basis of time worked, and shall have recall rights in accordance with the terms of this Agreement.

Seasonal employees shall be entitled to exercise seniority rights only against other seasonal employees. Temporary employees shall be entitled to exercise seniority rights only against other temporary employees. Part-time employees shall be entitled to exercise seniority rights only against other part-time employees.

Upon obtaining permanent status seasonal, part-time and temporary employees shall have their seniority bridged.

(b) Seniority will continue to accrue during any period of paid leave of absence, illness, accident, compassionate care, maternity, paternity and adoption leave.

12.02 The R.M. shall maintain a seniority list showing the date upon which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in March of each year.

12.03 (a) Newly hired employees shall be considered to be on a probationary basis for a period of six (6) months from the date of hiring.

(b) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement.

(c) After completion of the probationary period, seniority shall be effective from the original date of employment and the employee classed as permanent.

12.04 Loss of Seniority

(a) An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

(b) An employee shall only lose his/her seniority in the event:

(i) He/she is discharged for just cause and is not reinstated.

(ii) He/she resigns and does not rescind that resignation.

(iii) He/she fails to return to work within fourteen (14) calendar days following a recall after being sent notice by registered mail to do so, unless through a sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer fourteen (14) calendar days' notice of termination to accept the recall.

(iv) He/she has been on layoff continually for twelve (12) months (note, a seasonal employee only has recall rights after being employed for two (2) consecutive years of seasonal employment).

12.05 Seniority during Transfers to Supervisory Positions

The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back to a position which is governed by this Agreement within the six (6) months following his/her transfer or appointment, then the seniority which he/ she has accumulated in such supervisory position shall be credited to the employee and he/she shall be placed in a job consistent with his/her seniority.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Should the Employer determine that it will fill a vacant position or if a new position is created, which falls within the scope of this Agreement, it shall be posted on all bulletin boards for at least seven (7) calendar days. Such postings shall state required qualifications, current or anticipated shift, hours of work and wage rate.

13.02 Each employee who applies for a posted vacancy during the seven (7) day posting period will be notified in writing of the disposition of his/her application. The name of the successful applicant for any position, which falls within the scope of this Agreement, will be sent to the Secretary of the Union.

13.03 (a) All promotions and voluntary transfers are subject to a three (3) month trial period. The trial period may be extended up to an additional period of three (3) months by mutual agreement between the Employer and the Union.

(b) Conditional upon satisfactory performance as determined by the Employer, the employee shall be declared permanent after the trial period.

(c) During the trial period, the employee shall be returned to his/her former position without loss of seniority

(i) by the Employer when he/she proves to be unsatisfactory in the new position as determined by the Employer, or

(ii) voluntarily by the employee.

13.04 When an employee is promoted, his/her new and future salary will be determined as follows:

- The new salary will be at the start rate of his/her new classification or if his/ her present salary is higher than the start rate, it will be the next increment level in the new classification that offers an increase.

13.05 If an employee voluntarily transfers to a lower or equally paid classification, he/ she shall be paid at the same increment step in the new classification as he/she was at the old classification.

13.06 In situations as outlined in articles 13.04 and 13.05 the employee's anniversary date will remain the same.

13.07 The Employer may at its discretion reimburse any employee for up to 100% of the tuition fee upon successful completion of a course taken outside working hours that the Employer deems to be relevant to the employee's employment. To be eligible for reimbursement, the employee must apply in writing in advance of registration. Proof of successful completion will be required.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 A layoff shall be defined as a reduction in the work force or a permanent reduction in the regular hours of work as defined in this Agreement.

14.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority provided that the remaining employees meet the qualifications of the positions, as established by the Employer in accordance with Article 26.02 (b). An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right meets the qualifications of the position of the employee with less seniority, as established by the Employer in accordance with Article 26.02 (b). The right to bump shall include the right to bump up.

14.03 Recall

In the event work becomes available, employees shall be recalled on the basis of seniority provided they meet the qualifications of the position, as established by the Employer in accordance with Article 26.02 (b).

14.04 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall, provided any such laid off employees meet the qualifications of the position, as established by the Employer in accordance with Article 26.02 (b).

ARTICLE 15 - HOURS OF WORK

15.01 Regular hours of work for all full-time employees will be:

(a) Eight (8) hours per day excluding a one-half (½) hour meal period;

(b) Forty (40) hours per week;

(c) Public Works utility employees shall work a scheduled workweek of no more than eight (8) hours per day, six (6) days per week to a maximum of forty (40) hours per week.

15.02 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and second half of each scheduled work period.

15.03 An employee who reports to work as scheduled and finding no work available shall be paid for a minimum of three (3) hours at his/her basic rate.

ARTICLE 16 - OVERTIME

16.01 Overtime shall be the time worked in excess of the daily and weekly hours of work as specified in Article 15, or in excess of the normal full-time hours in the shift pattern in effect in the Department. Such time has to be authorized in such manner and by such person as may be authorized by the Employer. Overtime hours extending beyond the normal daily shift into the next calendar day shall continue to be paid at the overtime rates in accordance with Article 16.02.

16.02 (a) Employees shall receive one and one-half (1 ½) times their basic rate of pay for the first four (4) hours of authorized overtime in any one day.

(b) Employees shall receive two (2) times their basic rate of pay for authorized overtime beyond the first four (4) hours in any one day.

(c) Authorized overtime worked on any scheduled day off or on a General Holiday shall be paid at one and one-half (1 ½) times the basic rate of pay for the first eight (8) hours, and at two (2) times the basic rate thereafter.

16.03 (a) Employees at their option shall be entitled, in lieu of pay, to accumulate and bank overtime, at the applicable overtime rates, during the calendar year and such time to be taken at a time mutually agreeable to the employee and Employer.

(b) Employees shall only bank overtime up to a maximum of forty (40) hours.

(c) Any banked overtime accumulation in excess of twenty (20) hours at the end of the calendar year will be paid to the employee in January of the following year. Banked overtime up to a maximum of twenty (20) hours will automatically be carried over from one calendar year to the next calendar year.

16.04 The Employer will make all reasonable efforts to avoid overtime but by the nature of its operations it will be required from time-to-time. Overtime shall be divided as equally as reasonably possible among employees who are qualified to perform the available work.

16.05 Callback

A full-time employee required to report back to work outside of their regular working hours shall be paid at overtime rates for all hours worked with a minimum of three (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of his/her next scheduled shift, he/she will be paid at overtime rates for all time worked prior to the starting time of the next scheduled shift.

16.06 Transportation Allowance

(a) Employees required to return to work on a callback will be paid the current municipality rate as established in the Council Indemnity Bylaw, or for use of their vehicle, to a maximum of fifty (50) kilometres per callback.

(b) If the use of the employee's vehicle is required by the Employer for business purposes, the employee shall be paid at the rate as established in the Council Indemnity Bylaw.

16.07 An employee shall not be required to layoff during regular hours to equalize any overtime worked.

ARTICLE 17 - VACATIONS

17.01 The vacation year shall be from the 1st day of January to the 31st day of December.

17.02 A full-time employee who has completed less than one (1) year's continuous employment as of the cutoff date indicated in 17.01 will be granted vacation on a percentage of hours worked. Unless otherwise mutually agreed, the Employer is not obligated to permit earned vacation to be taken until an employee has completed six (6) months of employment. Such employee may, on request, also receive sufficient leave of absence to complete any partial week of vacation.

17.03 Annual vacation shall be earned at the rate of:

(a) Three (3) weeks per year commencing in the first (1st) year of employment;

(b) Four (4) weeks per year commencing in the eighth (8th) year of employment;

(c) Five (5) weeks per year commencing in the twelfth (12th) year of employment;

(d) Six (6) weeks per year commencing in the twenty-fifth (25th) year of employment.

Vacation earned in any vacation year is to be taken in the following vacation year unless otherwise mutually agreed between the employee and the Employer.

17.04 Upon termination of employment, an employee shall be entitled to pay in lieu of vacation earned but not taken, at the following percentage rates of basic pay earned during the period which the vacation was earned but not taken:

(a) Three (3) weeks per year, six percent (6%) of basic pay;

(b) Four (4) weeks per year, eight percent (8%) of basic pay;

(c) Five (5) weeks per year, ten percent (10%) of basic pay;

(d) Six (6) weeks per year, twelve percent (12%) of basic pay.

17.05 The Employer will post a projected vacation entitlement list not later than the 15th day of April of each year. Employees shall indicate their preferences as to dates within thirty (30) calendar days of posting of the projected entitlement list.

An employee who fails to indicate her/his choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

17.06 The Employer will post an approved vacation schedule by June 1st of each year. The Employer will give due consideration to operational requirements and employee preference based on seniority and individual circumstances, and such vacation shall not be changed unless mutually agreed upon by the employee and the Employer.

17.07 In the event that an employee is hospitalized during his/her vacation, the employee may utilize income protection credits to cover the period under care, and the displaced vacation shall be rescheduled. Proof of such care shall be provided if requested.

17.08 Where during his/her period of vacation, an employee is serving jury duty or is on workers' compensation benefits as he/she is unable to work, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee and the Employer within the available time periods remaining during that vacation year.

ARTICLE 18 - GENERAL HOLIDAYS

18.01 The following are recognized as general holidays for purposes of this Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing this, an additional day's pay at the basic rate shall be granted in lieu:

New Year's Day	Victoria Day
Good Friday	August Civic Holiday
Easter Monday	Thanksgiving Day
Canada Day	Christmas Day

Labour Day	Boxing Day
Remembrance Day	Louis Riel Day

and any other day proclaimed as a holiday by Federal or Provincial authorities.

18.02 An employee required to work on a general holiday will be paid in accordance with Article 16.02.

18.03 An employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday an additional day's pay at the basic rate shall be granted in lieu.

18.04 If a general holiday falls on the regular day off of an employee or during his/her annual vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.

18.05 A day off given in lieu of recognized holiday shall be added to a weekend off or to scheduled days off, unless otherwise mutually agreed.

18.06 When December 24th and December 31st fall during the days of Monday to Friday, the following shall apply:

(a) All municipal offices will be closed at 12:00 p.m. in the afternoon.

(b) Where an employee is required to work a full shift, the employee is entitled to ½ day of compensatory leave to a maximum of four (4) hours, to be taken at a time as mutually agreed by the employee and employer.

(c) The day shall be considered a full working day for calculation purposes. Therefore; an employee on vacation, banked time off or utilizing income protection credits will be deducted for one (1) full day.

ARTICLE 19 - INCOME PROTECTION

19.01 An employee who is absent from scheduled work due to illness, disability or quarantine, or because of an accident for which compensation is not payable by either the Workers' Compensation Board or by Manitoba Public Insurance (MPI) shall be entitled to his/her regular basic pay to the extent that he/she has accumulated income protection credits.

19.02 An employee who is unable to report for work due to illness shall inform his/her Supervisor or designate prior to the commencement of his/her next scheduled shift(s).

19.03 Income protection shall accumulate at the rate of one and one-quarter (1¼) days per month with a maximum of one hundred and fifty (150) days.

19.04 Income protection credits will accumulate during time worked, during any period of paid leave of absence, or during any compassionate care, maternity, parental or adoption leave.

19.05 The unused portion of sick leave shall accrue for his/her future use, but is not subject to cash out and may not be used as a bridge to retirement.

19.06 A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. No deductions from sick leave will be made for periods of two (2) hours or less, to a maximum of six (6) sick absences per calendar year.

Employees shall make reasonable efforts to book appointments outside of work time.

19.07 An employee may be required to produce a certificate from a medical practitioner in case of suspected abuse of sick time or for any illness in excess of three (3) working days, certifying that he/she was unable to carry out his/her duties due to illness.

19.08 Upon written request, the Employer shall provide the employee, in writing, of the amount of their accrued income protection within five (5) calendar days of the request.

19.09 An employee may apply to utilize income protection credits for up to five (5) days per calendar year, for the purpose of acting as a companion to medical appointments or providing necessary care for a person who is ill, if that person has the employee as a primary caregiver and there is no reasonable alternative available. **An employee's income protection credits will not be reduced to less than twelve (12) days per year as a result of the application of this provision.**

19.10 When an employee is on a leave of absence for any reason or laid off on account of a lack of work, he/she shall not receive sick leave credit for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such leave or layoff.

19.11 Temporary employees shall not accrue income protection credits. Regularly scheduled part-time, term and seasonal employees shall accrue income protection credits on a prorated basis for all regularly scheduled hours worked.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 An employee will be required to submit a written request to the Employer for any leave of absence. Such requests must specify the reason for the leave of absence and will be considered on an individual basis. An employee shall give four (4) weeks' notice except in an emergency. Such requests shall not be unreasonably denied.

20.02 Maternity Leave

(a) A female employee, who has completed seven (7) consecutive months of employment with the Employer, shall be granted maternity leave of absence without pay by the Employer consisting of a continuous period to a maximum of seventeen (17) weeks. An employee who wishes to take this leave shall submit to the Employer an application in writing, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

(b) During the seventeen (17) week duration of maternity leave an employee shall have the right, if she so chooses, to use accumulated income protection credits for that portion of the maternity leave during which she would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

20.03 Parental Leave

(a) Entitlements:

(i) Every employee who,

(A) in the case of a female employee, becomes the natural mother of a child,

(B) in the case of a male employee, becomes the natural father of a child or assumes actual care and custody of his newborn child, or

(C) adopts a child under the law of a province; and

(ii) has completed seven (7) consecutive months of employment; and

(iii) who submits to the Employer an application in writing for parental leave, where possible, at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave; is entitled to, and shall be granted parental leave, consisting of a continuous period to a maximum of thirty-seven (37) weeks.

(b) Commencement of Leave

Subject to the following paragraph, parental leave must commence no later than the first anniversary of the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee. The employee shall decide when his/her parental leave is to commence.

Where an employee intends to take parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the

maternity leave without a return to work after the maternity leave unless the employee and Employer agree otherwise.

(c) Late Application for Parental Leave

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

20.04 An employee wishing to return to work prior to the expiration of maternity and/or parental leave shall notify the Employer in writing at least two (2) weeks in advance of his/her return. On return from maternity and/or parental leave, the employee shall be placed in his or her former or comparable classification and shift schedule at the same salary level.

Should the employee's former position be eliminated during the employee's absence, the Employer shall notify the employee and the employee shall exercise his/her rights as though they had remained in the job, or be placed in a comparable classification and shift schedule at the same salary level.

20.05 Benefit coverage shall be maintained for an employee on leave under this Article and the Employer and employee shall continue to make necessary contributions for such coverage.

20.06 An employee on leave under this Article shall accrue seniority credits throughout his/her period of leave.

20.07 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive days' leave without loss of pay and benefits in the case of the death of a spouse, common-law spouse, same sex partner, child, father, mother, brother, sister, grandmother, grandfather, grandchild, fiancé or a relative living with the employee.

An employee shall be granted two (2) regularly scheduled consecutive day's leave without loss of pay and benefits in the case of the death of the employee's father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law or former guardian.

An employee shall be granted the balance of the day off without loss of pay and benefits if the employee is notified of the death while on duty.

20.08 Necessary time off of one (1) day at basic pay will be granted an employee to attend a funeral as a pallbearer.

20.09 Jury Duty/Witness Duty

On presentation of court documentation, any employee who must serve as a juror shall be paid the difference between his/her regular wage and the amount of compensation received from the court (except reimbursement of expenses). This procedure shall apply for each

day that the employee is required to act as a juror, including jury selection, provided that the employee reports to work if required to do so during regular hours that he/she is not required to attend court. The employee shall not be required to report to work if the total hours of time spent serving as a juror and worked exceed the hours of work provision of Article 15.

On presentation of court documentation, any employee who must serve as a witness on behalf of the Crown or the Employer shall be paid the difference between his/her regular wage and the amount of compensation received from the court (except reimbursement of expenses). This procedure shall apply for each day that the employee is required to attend and/or act as a witness, provided that the employee reports to work if required to do so during regular hours that he/she is not required to attend court. The employee shall not be required to report to work if the total hours of time spent serving as a witness and worked exceed the hours of work provision of Article 15.

Employees are required to keep the Employer updated on the progress of the trial/ hearing.

20.10 Subject to agreement from the insurer(s), employees granted leave of absence without pay may make prepayments to maintain coverage under Employer/ Employee benefit programs.

20.11 Employees shall be allowed the necessary time off with pay to attend citizenship court to become a Canadian citizen.

20.12 Union Leave

Upon written request to the Employer at least two (2) weeks in advance, an employee elected or appointed to represent the Union at a Convention or other Union function, shall be granted necessary leave of absence. The Employer will continue to pay the employee, subject to total recovery of payroll and related costs from the Union.

20.13 An employee who is elected or appointed to a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave may be renewed each year thereafter, at the discretion of the Employer during his/her term of office. Such employee shall receive his/her pay and benefits as provided for in this Agreement subject to total recovery of payroll and related costs by the Employer from the Union.

20.14 Public Duty

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.

20.15 Subject to operational requirements, an employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

20.16 Where the Employer requires an employee to attend educational events or staff meetings during non-working time, the Employer shall pay for the time of such attendance.

20.17 Compassionate Care Leave

An employee shall receive compassionate care leave without pay of up to eight (8) weeks subject to the following conditions:

(a) An employee must have completed thirty (30) days employment as of the intended date of leave unless otherwise agreed to by the Employer.

(b) An employee must apply in writing one week prior to taking the leave or a shorter period if circumstances warrant.

(c) An employee may take no more than two periods of leave totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

(a) This leave is intended to enable an employee to provide care or support to a seriously ill family member.

(b) For an employee to be eligible for leave, a physician must issue a certificate stating that:

(i) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:

(A) the day the certificate is issued, or

(B) if the leave was begun before the certificate was issued, the day the leave began; and

(ii) the family member requires the care or support of one or more family members.

(f) A family member for the purpose of this Article shall be defined as spouse, common-law partner, same-sex partner, child, stepchild, parent, parent's spouse or common-law partner, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandchild and any other person described as "family member" in the Regulations pursuant to the *Employment Standards Code* of Manitoba.

(g) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer forty-eight (48) hours' notice.

(h) At the end of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee occupied when the leave began.

(i) Seniority shall accrue during any period of leave under this Article.

(j) An employee may use sick leave credits to cover the two (2) week waiting period before Employment Insurance Benefits commence.

(k) Notwithstanding the notice outlined in (g), if the death of a family member occurs during this period of leave, the employee shall revert to bereavement leave as outlined in Article 20.07 of the Collective Agreement.

ARTICLE 21 - BULLETIN BOARDS

21.01 Bulletin Board space for the use of the Union will be provided by the Employer. The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 22 - SALARY

22.01 Employees shall be paid in accordance with Schedule "A" attached to and forming part of this Agreement.

22.02 Employees shall be paid every two (2) weeks.

22.03 Increments shall be due on the anniversary date of the employee's date of employment.

22.04 Temporary Assignment of Duty

An employee shall be considered to be acting in a position calling for a higher rate of pay than his/her own when the employee is required by the Employer to carry out a majority of the responsibilities for the higher ranked position, for a period of **two (2)** consecutive working days.

To avoid confusion, the Employer shall designate in writing any employee who is to be acting in a higher ranked position.

The acting employee shall be placed at the start rate of the higher ranked position, but in the event that his/her current rate is higher than the start rate, he/she will be placed on the next step of the higher ranked position that provides an increase.

Any employee who believes that he/she is acting, even if not so designated, is encouraged to raise the issue with the Employer as soon as possible, and if matters cannot be resolved, may file a grievance.

ARTICLE 23 - BENEFITS

23.01 MEBP Pension and Group Insurance

(a) The parties agree to continue to participate in the Municipal Employees' Benefits Program (MEBP) Plan (the "Plan") under its terms and conditions, including established contribution rates as set out in the MEBP Trust Agreement, MEBP Pension Plan text and other applicable written policies and guidelines. The Plan at present consists of the MEBP Pension Plan, Long-Term Disability Plan, and Life Insurance Plan.

(b) Pension contributions are made on an equal matching basis, as per the Plan.

(c) The cost for the insurance coverage in the Plan shall be split on a cost share basis of 50/50 between each employee and the Employer.

Blue Cross

(a) The parties agree to continue to participate in Level 2 of the insurance available through Blue Cross (the "Plan") under its terms and conditions, including established contribution rates as set out in the Blue Cross Trust Agreement, the Plan text and other applicable written policies and guidelines. The Plan at present consists of Blue Cross Medical/Drug Plan Dental Plan and some limited vision care coverage.

(b) The cost of the insurance shall be split on a cost share basis between each employee and the Employer as follows:

January 1, 2015	**Thirty percent (30%) employee** **Seventy percent (70%) Employer**
January 1, 2016	**Twenty percent (20%) employee** **Eighty percent (80%) Employer**
January 1, 2017	**Twenty percent (20%) employee** **Eighty percent (80%) Employer**

23.02 Any benefit and/or insurance provided through the plans referenced in this Article shall be as described in the respective policy or policies of insurance. The specific application and administration of all group insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract(s) with the insurance carrier(s).

In the event of a dispute concerning the payment of benefits under such policies or plans, it shall be adjusted between the employee and the insurance carrier concerned, and not by the grievance and arbitration provisions of this Agreement. However, if requested to do so the Employer will intervene and attempt to settle the dispute between the employee and the insurance carrier(s).

ARTICLE 24 - STANDBY TIME

24.01 Standby Time

In cases where standby service is required by the Department Head, standby rates shall be as follows:

Effective **January 1, 2015**, the standby rate will be **two dollars and sixty cents ($2.60)** per hour for each hour an employee is required to be on standby.

Effective **January 1, 2016**, the standby rate will increase to **two dollars and seventy cents ($2.70)** per hour for each hour an employee is required to be on standby.

Effective **January 1, 2017**, the standby rate will increase to **two dollars and eighty cents ($2.80)** per hour for each hour an employee is required to be on standby.

Minimum call out rates of pay will not apply during a standby period. Standby time will not be considered as time worked for any purpose. Overtime will be compensated for at the appropriate rate as outlined in Article 18 on the basis of actual time worked.

ARTICLE 25 - CLOTHING AND EQUIPMENT ALLOWANCE

25.01 The Employer shall supply all necessary safety equipment required by employees to perform their duties and any equipment required by the *Workplace Safety and Health Act.*

25.02 The Employer agrees to provide the following clothing for the use of the non-clerical employees in their work, **to be provided every two (2) years, or as needed:**

(a) Coveralls

(b) Gloves

(c) Rubber boots

(d) Rain gear

(e) Vests

(f) 3 in 1 high visibility jacket

(g) Winter outfitting (parka and bibs with safety stripes)

25.03 Where the Employer requires that safety shoes be worn, the employee will be provided with a safety shoe allowance to a maximum of **two hundred dollars ($200.00) paid out on the first pay period of each year.** New employees will receive the allowance upon completion of their probationary period.

All temporary/seasonal/casual employees shall receive seventy-five dollars ($75.00) per year, after completing their probationary period (1040 hours).

ARTICLE 26 - CLASSIFICATION AND RECLASSIFICATION

26.01 All employees covered by this Agreement will be classified into five groups as follows:

(a) Permanent employees

(b) Term employees

(c) Seasonal employees

(d) Part-time employees

(e) Probationary employees

26.02 (a) When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the parties shall commence negotiations for the appropriate salary range.

Any dispute as to whether a new or revised classification falls within the bargaining unit or any dispute as to rate of pay may be referred to the grievance and arbitration process or determination.

This Article does not prevent the Employer from implementing a new or revised classification subject to any subsequent agreement reached by the parties or to any final arbitration award issued which shall be deemed retroactive to the date of said implementation.

At any time after an employee has been in a classification for three (3) months, they shall have the right to request a review of their classification if they feel that the duties of the job have substantially changed from those of the classification job description.

(b) Recognizing the changing nature of the Employer's operations, the Employer shall establish qualifications for classifications and job descriptions, and keep the Union advised of same.

ARTICLE 27 - HEALTH AND SAFETY

27.01 The Union and the R.M. shall cooperate in ensuring safe working conditions as set out by the Manitoba Workplace Safety and Health Legislation.

27.02 A Safety Committee shall be established and composed of two (2) representatives appointed by the R.M. and two (2) representatives of the Union in accordance with the *Workplace Safety and Health Act.*

The Safety Committee shall hold meetings as requested by the Union or by the R.M. and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the R.M. and the Union.

27.03 The Safety Committee and the Union shall be notified immediately of each accident or injury.

27.04 An employee who suffers a work related injury or illness during working hours and is required to leave for treatment or is sent home for such injury or illness shall receive payment for the remainder of the shift at his/her rate of pay in effect without deduction from sick leave.

ARTICLE 28 - SEVERANCE PAY

28.01 Employees whose services are terminated as a result of permanent layoff shall be paid severance pay as follows:

(a) up to three (3) years of service - two (2) weeks' pay;

(b) thereafter, one (1) additional week of severance pay for each completed year of service up to a maximum of ten (10) years.

For clarity, the maximum payout is twelve (12) weeks.

28.02 Employees who retire shall receive a payment of five hundred dollars ($500) for each five (5) years of service, provided that the employee has a minimum of five (5) years of service with the Rural Municipality of East St. Paul.

ARTICLE 29 - TECHNOLOGICAL CHANGE

29.01 Technological change means the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

In the event of a technological change occurring during the life of this Agreement which shall displace or adversely affect a significant number of employees in the bargaining unit:

(a) The Employer shall notify the Union at least one hundred and twenty (120) calendar days before the introduction of the technological change, and provide the

Union with the nature of the technological change, date of technological change, approximate number of employees likely to be affected and the effect of the technological change in the bargaining unit.

(b) The Employer and the Union will meet not later than ninety (90) calendar days prior to the intended date of implementation of the technological change, for the purpose of negotiating reasonable provisions to protect the interests of the employees affected.

(c) The Employer shall make reasonable efforts to assist employees to adjust to the effects of the technological change. The Employer agrees to make reasonable efforts to transfer displaced employees to other positions, where possible. The Union shall cooperate in this adjustment process, including encouraging retraining where necessary.

(d) Should the parties be unable to reach agreement the matter will be referred to arbitration in accordance with this Agreement.

This Article is intended to assist employees affected by any technological change and accordingly the *Labour Relations Act* of Manitoba (Technological Change sections 83, 84 and 85) do not apply during the term of this Collective Agreement.

ARTICLE 30 - GENERAL

30.01 Correspondence

All correspondence between the Employer and the Union, arising out of this Agreement or incidental thereto, shall be directed to the President and/or National Representative with a copy to the Steward in the Unit.

All correspondence between the Union and the Employer, arising out of this Agreement or incidental thereto, shall be directed to the Chief Administrative Officer or designate.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the National Representative of the Union and to the Steward in the Unit.

30.02 All provisions of this Collective Agreement are subject to the applicable laws now and/or hereafter in effect. If any law or regulation now existing or hereafter enacted or proclaimed shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated and the existing rights, privileges and other obligations of the parties shall remain in effect.

30.03 Copies of Agreement

The Union and Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Union and the Employer shall share equally the cost of printing the Agreement in a union shop.

Copies of the Agreement shall be supplied to all employees and sufficient additional copies shall be printed for use of the Union Executive and R.M. officials.

30.04 Copies of Resolutions

All resolutions of the Rural Municipality of East St. Paul Council which affect employees covered by this Agreement shall be forwarded to the Union in writing as soon as practicable, but in any event not later than fourteen (14) calendar days after the meetings of Council at which they were passed.

ARTICLE 31 - EFFECTIVE DATE AND DURATION OF AGREEMENT

31.01 This Collective Agreement shall be for a period of three (3) years, commencing January 1, **2015**.

31.02 Changes in Collective Agreement

Any changes deemed necessary in this Collective Agreement may be made by mutual agreement of both parties during the existence of this Collective Agreement.

31.03 Should either party desire to propose changes to this Agreement, they shall give notice in writing to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new Agreement has been reached.

31.04 It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement.

31.05 All retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of the date of ratification of this Agreement.

Dated this _____ day of _____, 2017.

FOR THE EMPLOYER:
RURAL MUNICIPALITY OF EAST ST. PAUL

_____

_____

_____

_____

FOR THE UNION:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

_____

_____

_____

_____

AMc/dt/cope 491
Feb. 13/17

SCHEDULE "A" - WAGE RATES - JANUARY 1, 2015
RURAL MUNICIPALITY OF EAST ST. PAUL

Level	*Classification*	*Start*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*
Public Works Operations							
1	Transfer Station	$14.88	$15.64	$16.38	$17.14	$17.86	$18.61
2	Labourer	$15.55	$16.35	$17.14	$17.89	$18.66	$19.46
3	Equipment Operator I*	$16.51	$17.33	$18.18	$19.01	$19.84	$20.65
4	Equipment Operator II*	$17.77	$18.65	$19.54	$20.42	$21.31	$22.21
5	Heavy Equipment Operator	$21.13	$22.19	$23.24	$24.30	$25.36	$26.42
6	Public Works Operations Supervisor	$24.01	$25.22	$26.42	$27.61	$28.81	$30.01
*an additional .75¢ per hour for Air Brake endorsement							

Public Works Utility							
7	Utility Support Staff I*	$17.77	$18.65	$19.54	$20.42	$21.31	$22.21
7(a)	Utility Support Staff II*	$19.20	$20.17	$21.13	$22.08	$23.05	$24.01
7(b)	Utility Support Staff III	$21.86	$22.94	$24.04	$25.11	$26.21	$27.32
8	Public Works Utility Supervisor	$25.06	$26.28	$27.47	$28.68	$29.87	$31.08

Certificates			
Certificate*	**Class 1**	**Class 2**	**Class 3**
Water Treatment	0.25	X	X
Water Distribution	0.25	0.25	X
Sewage Collection	0.25	0.25	X
Sewage Treatment	0.25	0.25	0.25

Community Services							
9	Community Services I	$14.88	$15.63	$16.38	$17.13	$17.86	$18.61
10	Community Services II*	$16.51	$17.33	$18.18	$19.01	$19.84	$20.65
11	Community Services Supervisor*	$22.95	$24.16	$25.36	$26.56	$27.76	$28.96
	*an additional .75¢ per hour for a refrigeration ticket						

Building Inspector							
12	Surveyor	$21.12	$22.19	$23.24	$24.30	$25.36	$26.42
12(a)	Survey Assistant	$17.77	$18.65	$19.54	$20.42	$21.31	$22.42

Seasonal							
14	Seasonal Employees	$13.20	$13.87	$14.76	$15.18	$15.86	$16.50

SCHEDULE "A" - WAGE RATES - JANUARY 1, 2016
RURAL MUNICIPALITY OF EAST ST. PAUL

Level	*Classification*	*Start*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*
Public Works Operations							
1	Transfer Station	$15.26	$16.03	$16.79	$17.57	$18.31	$19.08
2	Labourer	$15.94	$16.75	$17.57	$18.34	$19.13	$19.94
3	Equipment Operator I*	$16.92	$17.77	$18.63	$19.49	$20.33	$21.17
4	Equipment Operator II*	$18.21	$19.12	$20.03	$20.94	$21.84	$22.76
5	Heavy Equipment Operator	$21.65	$22.74	$23.82	$24.91	$25.99	$27.08
6	Public Works Operations Supervisor	$24.61	$25.86	$27.08	$28.30	$29.53	$30.76
	*an additional .75¢ per hour for Air Brake endorsement						
Public Works Utility							
7	Utility Support Staff I*	$18.21	$19.12	$20.03	$20.94	$21.84	$22.76
7 (a)	Utility Support Staff II*	$19.68	$20.67	$21.65	$22.64	$23.63	$24.61
7 (b)	Utility Support Staff III	$22.40	$23.51	$24.64	$25.74	$26.87	$28.00
8	Public Works Utility Supervisor	$25.69	$26.93	$28.16	$29.39	$30.62	$31.85

Certificates			
Certificate*	**Class 1**	**Class 2**	**Class 3**
Water Treatment	0.25	X	X
Water Distribution	0.25	0.25	X
Sewage Collection	0.25	0.25	X
Sewage Treatment	0.25	0.25	0.25

Community Services							
9	Community Services I	$15.26	$16.02	$16.79	$17.57	$18.31	$19.08
10	Community Services II*	$16.92	$17.77	$18.63	$19.49	$20.33	$21.17
11	Community Services Supervisor*	$23.53	$24.77	$25.99	$27.23	$28.45	$29.69
	*an additional .75¢ per hour for a refrigeration ticket						
Building Inspector							
12	Surveyor	$21.64	$22.74	$23.82	$24.91	$25.99	$27.08
12(a)	Survey Assistant	$18.21	$19.12	$20.03	$20.94	$21.84	$22.98
Recreation							
13	Recreation Programmer	$20.05	$21.05	$22.10	$23.21	$24.37	$25.59
Seasonal							
14	Seasonal Employees	$13.53	$14.22	$15.13	$15.56	$16.26	$16.91

SCHEDULE "A" - WAGE RATES - JANUARY 1, 2017
RURAL MUNICIPALITY OF EAST ST. PAUL

Level	*Classification*	*Start*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*
Public Works Operations							
1	Transfer Station	$15.64	$16.43	$17.21	$18.01	$18.76	$19.55
2	Labourer	$16.34	$17.17	$18.01	$18.80	$19.61	$20.44
3	Equipment Operator I*	$17.35	$18.21	$19.10	$19.98	$20.84	$21.70
4	Equipment Operator II*	$18.67	$19.60	$20.53	$21.46	$22.39	$23.33
5	Heavy Equipment Operator	$22.19	$23.31	$24.41	$25.53	$26.64	$27.76
6	Public Works Operations Supervisor	$25.22	$26.50	$27.76	$29.01	$30.27	$31.53
	*an additional .75¢ per hour for Air Brake endorsement						

Public Works Utility							
7	Utility Support Staff I*	$18.67	$19.60	$20.53	$21.46	$22.39	$23.33
7 (a)	Utility Support Staff II*	$20.17	$21.19	$22.19	$23.20	$24.22	$25.22
7 (b)	Utility Support Staff III	$22.96	$24.10	$25.26	$26.38	$27.54	$28.70
8	Public Works Utility Supervisor	$26.33	$27.61	$28.86	$30.13	$31.38	$32.65

Certificates			
Certificate*	**Class 1**	**Class 2**	**Class 3**
Water Treatment	0.25	X	X
Water Distribution	0.25	0.25	X
Sewage Collection	0.25	0.25	X
Sewage Treatment	0.25	0.25	0.25

Community Services							
9	Community Services I	$15.64	$16.42	$17.21	$18.01	$18.76	$19.55
10	Community Services II*	$17.35	$18.21	$19.10	$19.98	$20.84	$21.70
11	Community Services Supervisor*	$24.11	$25.39	$26.64	$27.91	$29.16	$30.43
	*an additional .75¢ per hour for a refrigeration ticket						

Building Inspector							
12	Surveyor	$22.18	$23.31	$24.41	$25.53	$26.64	$27.76
12(a)	Survey Assistant	$18.67	$19.60	$20.53	$21.46	$22.39	$23.56

Recreation							
13	Recreational Programmer	$20.55	$21.58	$22.65	$23.79	$24.98	$26.23

Seasonal							
14	Seasonal Employees	$13.87	$14.58	$15.51	$15.95	$16.67	$17.34

LETTER OF UNDERSTANDING
BETWEEN

RURAL MUNICIPALITY OF EAST ST. PAUL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

RE: SCHEDULE "A" – PERTAINING TO UTILITY STAFF WAGE RATES

The parties agree that for the duration of the current Collective Agreement that the wage scale as set out in Schedule A will be administered as follows;

Classification Definitions:

Level 7 Utility Support Staff I – is considered an entry level position in which the employee holds less than two certificates. Once the employee holds at least two certificates they are eligible to be reclassified to Level 7 (a).

Level 7 (a) Utility Support Staff – requires the employee to hold a minimum of two certificates. Once the employee holds all four certificates they are eligible to be reclassified to Level 7 (b).

Level 7 (b) Utility Support Staff – requires the employee to hold all four certificates.

Certificates:

There are four certificate courses as noted below;

Certificate	Class 1	Class 2	Class 3
Water Treatment	.25	X	X
Water Distribution	.25	.25	X
Sewage Collection	.25	.25	X
Sewage Treatment	.25	.25	.25

Notes:

- Employees in classification Level 7 and 7(a) are eligible for the $0.25/hour increase upon the successful completion of each class within the certificate series.
- Successful completion is defined as attaining the required score on the provincial exam.
- Years of service will be recognized equally when moving to another classification level (i.e. an individual moving from Level 7, Step 3 to Level 7(a) would be placed at Level 7(a) Step 3 commensurate with their years of experience).

Dated this _____ day of _____, 2017.

FOR THE EMPLOYER:
RURAL MUNICIPALITY OF EAST ST. PAUL

_____

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FOR THE UNION:
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 500

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