

WORKING AGREEMENT

BETWEEN THE CITY OF BRANDON

**AND THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 69**

FOR JANUARY 1, 2019 TO DECEMBER 31, 2023

INDEX

<u>TITLE</u>	<u>PAGE</u>
PREAMBLE	2
ARTICLE 1 Term of Agreement	2
ARTICLE 2 Union Recognition	3
ARTICLE 3 Definitions	3
ARTICLE 4 Check-Off	4
ARTICLE 5 Respectful Workplace/No Harassment/No Discrimination	4
ARTICLE 6 Grievance Procedures	5
ARTICLE 7 Arbitration	7
ARTICLE 8 Seniority	8
ARTICLE 9 Increases and Reductions In Staff	9
ARTICLE 10 Promotions and Transfers	9
ARTICLE 11 New Positions and Reclassifications	11
ARTICLE 12 Separation Procedures	11
ARTICLE 13 Safety and Health	12
ARTICLE 14 Workers' Compensation Benefits	13
ARTICLE 15 Leave Benefits	14
ARTICLE 16 Vacations	19
ARTICLE 17 General Holidays	20
ARTICLE 18 Hours of Work	20
ARTICLE 19 Overtime	21
ARTICLE 20 Shift work	22
ARTICLE 21 Clothing	23
ARTICLE 22 Job classifications	24
ARTICLE 23 Wages	24
ARTICLE 24 General Provisions	24
Signatures	27
Authorization - Letters of Understanding	28
Schedule "A" - Permanent Positions	30
Schedule "A" - Temporary Positions	33
Schedule "B" - Temporary Employees	35
Letters of Understanding:	
Sick Leave Fund	40
Hours of Work:	41
Sanitation	
Sportsplex – Facility Operators	
Sportsplex – Lifeguards	
Wastewater Treatment Facility	
Water Treatment Facility	
Training and Development	42
Early Retirement Benefit	42
Stand-By Guidelines-Information Technology	42
Sewer and Water Certifications	43
Permanent Leadhand Assignment	44
Present Incumbent Only	44
Permanent Employee Security	44
Paid Quarantine / Isolation Leave	44

PREAMBLE

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

- a) to maintain and improve harmonious relations between the employer and employee; 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 1 TERM OF AGREEMENT

- 101 a) This Agreement shall be effective from the first day of January, 2019 and shall remain in full force and effect to December 31st, 2023, therefrom and thereafter from year to year unless either party hereto, not less than thirty (30) days and not more than sixty (60) days before the expiry date of this Agreement, gives notice in writing to the other party to terminate said Agreement, or to negotiate a revision thereof.
- b) Either party wishing to negotiate revisions to this Agreement, shall submit same along with the notice given under (a) above.
- c) Unless otherwise mutually agreed, the parties within thirty (30) working days of the receipt of these proposals shall enter into negotiations for the purpose of discussing the changes and the formation of a new agreement.
- d) 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 ratified by both parties or until the date on which the union takes strike action or the employer institutes a lockout, whichever occurs first. In the case of a strike or lockout, all benefit payments made by the City shall cease.

All provisions of this Agreement shall become effective on the start of the pay period immediately following the date of ratification by both parties, with Schedule A being effective January 1, 2019.

- 102 Changes in wages and benefits shall be adjusted retroactively to January 1 unless otherwise specified.

- 103 Retroactive pay adjustments shall apply to:

- a) all hours paid for the period between the expiration of the previous agreement and the date of signing this agreement;
- b) employees who are in the employ of the City on the date of signing of this Agreement;
- c) employees who have left the service during the above-mentioned period by reason of being laid off by the City or who have retired;
- d) employees who have died while employed by the City during the above-mentioned period. Payments made to deceased employees shall be to the employee's estate.

ARTICLE 2 UNION RECOGNITION

- 201 a) The City agrees to recognize the Union as the sole bargaining agent for all employees included in the Certification Orders #MLB 6396 and MLB 3058 and those classifications listed in Schedule "A", and hereby consents and agrees to negotiate with the Union or its representatives in matters affecting the relationship between the City and its employees.
- b) Subject to union approval, employees hired under Federal or Provincial government grant programs shall not accrue seniority. Should an employee be hired in consecutive years to a position which is covered under government grant programs, their seniority will accumulate.
- c) The City will notify the union of all promotions, new hires, recalls, layoffs, transfers, resignations, and retirements within fifteen (15) working days.

202 At any time, either party may be represented as it sees fit.

203 Union activities shall not be conducted during hours of duty of an employee of the City, except as otherwise permitted within this Agreement.

204 The City agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, they shall suffer no loss of pay for the time so spent, to a maximum of six (6) employees

The union agrees that when negotiations extend beyond any of the employees' present normal working hours, then this additional time will be considered as voluntary time and not eligible for any compensation from the City.

- 205 The Union recognizes the sole right of the employer, unless otherwise provided in this agreement, to exercise its function of management, under which it shall have, without limiting the generality of the foregoing:
- the right to maintain efficiency;
 - the right to direct the work of its employees;
 - the right to hire, classify, assign to positions and promote;
 - the right to determine job content and number of employees at any site;
 - the right to demote, discipline, suspend, lay-off, and discharge for just cause;
 - the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this agreement.

In administering this agreement, the employer and the Union shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole

ARTICLE 3 DEFINITIONS

301 CITY means the City of Brandon as represented by the City Manager or designate.

302 EMPLOYEE shall mean any employee within the bargaining unit, male or female, singular or plural as the context requires.

303 A PERMANENT EMPLOYEE is one who has been appointed to a full-time position as approved by the City and who has completed the required probationary period as

prescribed in Article 803.

- 304 **PROBATIONARY** - initial period of employment during which the employer has an opportunity to assess the suitability of the employee.
- 305 **SUPERVISOR** means an individual that has been delegated by management to have primary responsibility for managing the work of employees and includes a Chargehand unless reference is specifically made to a non-union supervisor.
- 306 **TRIAL** - period of time to which employees are entitled in order to acquaint themselves with the particular details and routine of a new job as a result of a promotion or transfer. A trial period is not considered a training period.
- 307 **A TEMPORARY EMPLOYEE** is a person who has been hired on a non-permanent basis and assigned work of a seasonal or part-time nature and shall be governed by the terms and conditions of Schedule "B" attached.

ARTICLE 4 **CHECK-OFF**

- 401 The City agrees to deduct from the wages of each employee covered by this Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union, except that where the employee is not a member of the Union, the amount deducted shall not include any portion of such dues that is payable in respect to pension, superannuation, sickness, insurance or other benefits that are available only to persons who are or have been members of the Union or in respect of special assessments payable by members of the Union.
- 402 Deductions shall be made from each employee's bi-weekly pay and shall be forwarded to the Secretary-Treasurer of the Union along with a list of the names of all employees from whose wages the deductions have been made. Amounts so deducted will be remitted following the pay period the dues were deducted and will be reported annually on the employees' Income Tax slips.
- 403 In consideration of the City making the compulsory check-off of Union dues as herein provided, the Union agrees to and does hereby indemnify and save harmless the City for all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the City by reason of the City making the compulsory check-off of Union dues provided for in Clause 401.
- 404 The Union shall notify the employer in writing of any expected change in the amount of dues deducted at least sixty (60) days prior to the expected change.
- The Union will, at least twenty-five (25) days prior to change, provide the employer with confirmation of the details associated with the change.
- The employer will make such change at the first pay period following the twenty-five (25) day notice in the above paragraph.
- 405 The Union agrees to and does indemnify and save the City harmless from all claims, demands, actions, and proceedings of any kind and from all costs which may arise or be taken against the City by reason of the City making compulsory check-off of Union dues as provided for in Clause 401.

ARTICLE 5 RESPECTFUL WORKPLACE/NO HARASSMENT/NO DISCRIMINATION

- 501 a) The employer, its servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employees in the matter of wage rates, promotion, transfer, layoff, discipline or otherwise by reason of age, race, colour, creed, national origin, political or religious affiliation, sex or marital status nor by reason of their membership in a labour union.
- b) The City and the Union will not condone acts of sexual harassment in the workplace or in connection with the workplace.

502 Every employee shall be entitled to a respectful workplace. The environment must be free of discrimination and harassment.

The principle of fair treatment is a fundamental one and both the City and the Union do not and will not condone any behavior on the part of any person which would jeopardize an employee's dignity and well being and/or undermine work relationships and productivity.

Through this collective agreement, the parties agree that there shall be no discrimination based on:

- ancestry
- race
- ethnic or national origin
- nationality
- political belief, association or activity
- religion or creed
- family status
- sexual orientation
- sex, including pregnancy
- age
- marital status
- source of income
- physical or mental disability
- place of residence
- membership, non-membership or activity in a Union

Harassment is a form of discrimination and includes personal harassment. Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee.

The definition of discrimination and harassment contained within the Manitoba Human Rights Code shall apply.

ARTICLE 6 GRIEVANCE PROCEDURES

601 The City acknowledges the right of the Union to appoint or otherwise select a Union Committee of not more than three (3) Executive members who shall be employees of the City covered by this Agreement.

602

The purpose of this section is to establish procedures for the discussion, processing and settlement of grievances as defined hereafter.

"Grievance" as used in this Agreement is a complaint involving any matter relating to wages, hours or working conditions, related to interpretation, application, or compliance with, the provisions of this Agreement.

All grievances must be submitted in the manner hereafter provided within ten (10) calendar days of the event in question or the consequences of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof.

It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated.

The parties will approach the resolution of grievances in a problem-solving manner. For that purpose, any discussions of the grievance will be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance proceedings between the Union and the City.

Discussion Stage - The employee or employees concerned, shall within ten (10) working days of the occurrence thereof or within ten (10) working days of when the employee first becomes aware of the occurrence, seek to settle the dispute through informal discussions with their immediate supervisor/manager prior to filing their dispute with the Union. Assistance may be requested by any of the above to have their Union and/or Human Resource staff in attendance.

Step 1 - If the employee does not obtain satisfaction in the discussion stage, the case may be referred to the Union for review, and should they after reviewing the dispute consider the grievance to be justified, shall make its initial submission on a standard CUPE Union Grievance Form outlining the grievance in writing to the department head concerned, with a copy sent to Human Resources.

Step 2 - A hearing shall be held between a member of the Union Executive, the aggrieved employee(s), their immediate supervisor, and the department head to discuss and seek to settle the matter in dispute within ten (10) working days after receipt of such notice.

The written decision of the department head shall be rendered within a period of ten (10) working days of the hearing to the Union, with a copy sent to Human Resources.

Step 3 - Failing settlement being reached in Step 2, the Union may appeal the decision of the department head to the City Manager within ten (10) working days from the date such decision was received by the Union.

The City Manager shall review the grievance and shall provide the Union with a written decision within ten (10) working days of receipt of such notice.

Step 4 - Failing a satisfactory settlement being reached in Step 3, the Union no later than fifteen (15) working days after receipt of the City Manager's decision, may refer the said grievance to arbitration pursuant to the provisions of Article 7 of this Agreement.

If the time limits are not met, either party may move the grievance to the next step in the grievance process.

603

General Procedures

- a) Grievances and replies to grievances shall be in writing at all stages.
- b) Grievances settled satisfactorily shall take effect at the time established by mutual agreement.
- c) The Union shall have a right to initiate a policy grievance or group grievance through the head of Human Resources, which will be considered as Step 2 of the grievance procedure.
- d) The Union, when representing an employee who claims they have been terminated without just cause, may submit the grievance through the head of Human Resources, which will be considered as Step 2 of the grievance procedure.
- e) In the event of absence of representatives of the City or Union as designated in the Grievance Procedure, it shall be permissible to proceed with the next step of the Grievance Procedure.
- f) The time limits as set out in the various steps may be extended by mutual agreement in writing.
- g) In the discussions of grievances with representatives of the City, the Union may at any time be accompanied by a representative of the Canadian Union of Public Employees.
- h) Employees shall be entitled to have a shop steward or Union representative present during any meetings of written reprimands, suspensions, or dismissals. Whenever possible, the employee shall be given twenty-four (24) hours advance notice of such meetings.

ARTICLE 7**ARBITRATION**

701

In the event of any controversy concerning the interpretation or a violation of this agreement or any portion thereof, and in the event that a satisfactory settlement cannot be reached through the Grievance Procedure, either party may submit such dispute to a Board of Arbitration (hereinafter referred to as "The Board"), comprised of three members selected as follows:

- a) Within seven (7) days after notification by either party of intention to refer a dispute to arbitration, each party to the agreement shall appoint one member of the Board.
- b) Within five (5) days after their appointment, the two (2) members so elected shall select a third member to act as chairperson.
- c) If either party fails to appoint an arbitrator or if a chairperson is not elected within the above time limits, then the Manitoba Labour Board shall be requested to make such appointment(s).
- d) The Board shall not have the authority to make any decision inconsistent with the provisions of this agreement, nor to modify or amend or add to or subtract from any portion of this agreement.
- e) The City and the Union agree that each will bear an equal share of the fees and

expenses incurred as a result of the appointment of a chairperson.

- f) Where the parties agree to a Single Arbitrator, the Arbitrator shall be selected by mutual consent. In the event the parties cannot agree upon a person to act as a Single Arbitrator, within twenty (20) working days, the Arbitration shall revert to a three (3) person board.

ARTICLE 8 SENIORITY

- 801 a) When referring to seniority, the following definition shall apply:

SERVICE SENIORITY - The accumulated total service with the City, continuous or broken by approved leave of absence or layoff, but not service broken by a termination of employment. Seniority rights of a permanent employee shall be retained and continue to accumulate during periods of authorized leave with pay, or when on Worker's Compensation, or Union leave as defined in Article 1510 b).

Seniority rights of a permanent employee shall be retained in suspension during periods of authorized leave without pay or layoff of less than twelve (12) months.

- b) Temporary employees transferring to permanent status shall have their accumulated seniority converted to years of service as outlined in Schedule "B".

- 802 Seniority rights are lost on termination of employment. A permanent employee's employment with the City shall be deemed to be terminated when employees:

- 1) are dismissed for just cause and are not subsequently reinstated;
- 2) resign or retire;
- 3) are on continuous layoff for a period in excess of twelve (12) months;
- 4) fail to report for work within fifteen (15) days after being notified to report for work following a layoff, unless the employee can give satisfactory reasons for such failure to report within the time prescribed;
- 5) are absent for three (3) working days without properly notifying their immediate supervisor, unless a reasonable satisfactory explanation is given to the City

- 803 a) Newly appointed employees designated as a permanent employee consistent with Article 303, shall be classified as probationary employees until the successful completion of ninety (90) days worked. This provision shall not be construed to require the retaining of any employee if there is not work available.

- b) During the probationary period employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge.

- c) An employee shall, at the City's discretion be required to attend for a medical examination prior to appointment as prescribed in Article 803(a), at the City's expense, conducted by the City Medical Health Officer and obtain a certificate from the Medical Health Officer that the employee is physically fit for the permanent position. The employee shall receive a copy of the certificate if they request one.

804 Human Resources shall compile and post a Seniority List of permanent employees, and a Seniority List of all other employees, no later than January 31st of each year. Such list shall be posted in a place easily accessible to employees, and alleged errors shall be reported within thirty (30) days of posting. Upon proof of error being established by a representative of the Union, correction shall immediately be made. The seniority of new employees hired concurrently shall be determined by the numerical order of their engagement. A copy of said seniority lists and corrections thereto will be supplied to the Union.

805 Permanent employees, providing their ability and qualifications are sufficient to perform the required duties, shall have first preference over temporary employees for relief work in higher classifications within their Department.

806 **Service Seniority**
Service seniority shall be recognized for employees transferring from collective agreements between the City and Police, Fire and Transit Unions and City employees who are non-unionized for the purposes of providing fringe benefits such as vacation credits and sick leave credits up to the maximum as set out in this agreement, but shall not be recognized for the purposes of promotion or layoff.

ARTICLE 9 INCREASES AND REDUCTIONS IN STAFF

901 In the event permanent employees are laid off, they shall be given four (4) weeks notice or four (4) weeks pay in lieu of notice thereof.

902 When reducing staff, permanent employees having sufficient seniority, ability, and qualifications to perform the required duties shall be retained

903 When increasing staff, permanent employees laid off due to a staff reduction shall be recalled in order of seniority provided that they are capable of performing the duties required for the position to be filled. Notification of availability of work shall be by personal contact, or by registered mail addressed to the last address which the employee has reported to Human Resources.

904 No new employee shall be hired until those permanent employees laid off have been given an opportunity for recall.

ARTICLE 10 PROMOTIONS AND TRANSFERS

- 1001 a) **Job Postings**
When a new position of a permanent nature is created or when a vacancy of a permanent nature occurs, the employer shall notify the Union in writing and post notice of the position on bulletin boards, provided for this posting purpose, for a minimum of ten (10) working days, so that all members will know about the vacancy or new position and be able to make on-line application. Such a notice shall contain the following information; nature of position, required qualifications, knowledge, education and skills, wage or salary range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.
- b) If a permanent vacancy has not been filled for a period of six (6) months, the Department Head will notify the Union with reasons for such and when the posting may

occur.

- c) Existing classifications shall not be eliminated or changed without prior discussion with the Union.

1002 It is understood that the City may make a temporary appointment, if necessary, while awaiting the appointment of an applicant under 1001 above.

1003 a) All promotions shall be made by the City. The selection of employees shall be on the basis of abilities, skills, and qualifications relevant to the position. Where abilities, skills and qualifications are relatively equal, the length of service in the City of the qualified candidate at the closing date of the applications for the competition shall be the deciding factor.

Human Resources will advise the applicants and the Union when the vacancy is filled as to the name of the successful applicant.

- b) Such appointment shall become permanent upon satisfactory completion of up to a ninety (90) working day trial period. If working day trial period is less than ninety (90) working days the union shall be notified in writing.

When an extension of the trial period is requested by the City or the Union and is agreed to by both parties, the employee shall be notified of such extension prior to the end of the trial period. The maximum extension of the trial period is 12 consecutive months from the date of appointment.

- c) In the event that a successful applicant proves unsatisfactory in the position or if employees wish to revert back to their former position during the trial period, they shall be returned to their former position without loss of seniority or benefits.
- d) Any other employees promoted or transferred because of the trial period shall revert to their former position without loss of seniority and with no recourse to the grievance and arbitration procedures.
- e) Should a permanent employee apply for a term position, if successful in the competition and awarded the position, they shall be permitted to return to their previous position upon completion of the term, provided the term is no longer than 13 months. The same shall apply for other vacancies created as a result.

1004 The City recognizes its obligation to take reasonable steps, short of undue hardship, to accommodate a disabled employee with bona fide medical documentation. Therefore, in the event of an employee becoming temporarily disabled, reasonable efforts shall be made by the City to provide the employee with suitable alternative employment. Employees who are unable to perform their regular duties, shall be given the preference for any light work that would be available at a wage rate equivalent to that payable to them at their previous classification. That wage rate shall not change due to increases negotiated between the City and the Union for a period of three years, unless the wage rate for the classification to which they are assigned is equal or greater than the wage rate that they are presently being paid. At the end of three (3) years, employees shall be paid the wage rate for the classification to which they are assigned.

This clause only applies to employees who do not qualify for the benefits under the Long Term Disability plan provisions and Income Protection clauses.

- 1005 It is agreed that employees temporarily assigned to non-union positions in a relieving capacity, shall be paid for all hours worked while performing all such duties. Employees may choose from one of the following methods of payment per pay period:
- a) entry level of the non-union position relieving in; or
 - b) the employee's regular rate of pay plus 10% including all fringe benefits such as shift differential and overtime hours.
- 1006 An employee in the bargaining unit appointed to a non-union position will be eligible to return to their previous position without loss of seniority rights during the first three (3) months in that position. Any employees promoted or transferred as a result of this clause shall revert to their former position without recourse to the grievance and arbitration procedures. During the three (3) month period as outlined above, employees of the bargaining unit shall retain their seniority rights and shall have the right to the grievance and arbitration procedure in matters of discharge.
- 1007 In the event an employee in the bargaining unit is appointed to a non-union position, their vacated position may be posted but will not be filled for a three-month period.
- 1008 Where a temporary position has been filled by an employee for a period of twenty-four (24) continuous months, a review shall be then undertaken by the City to determine the necessity of the position and whether it should be made permanent. The City shall consult with the Union prior to making its decision.

ARTICLE 11 NEW POSITIONS AND RE-CLASSIFICATIONS

- 1101 a) When a position not covered by Schedule "A" is established during the term of this agreement and the parties are unable to agree on the rate of pay for the position in question, such dispute shall be submitted to the arbitration procedure as set out in Article 7. The new rate of pay shall be retroactive from the date the position was filled.
- b) Where the duties of work in any classification are materially changed within a three (3) year period prior to the date the request is made, or where the employee may be incorrectly classified and the Union after investigating the employee's request for reclassification, agrees that the employee is incorrectly classified, the rate of pay shall be subject to negotiations between the employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to the arbitration procedure as outlined in Article 7

Should the parties agree or should the Arbitration Board find, if no agreement is reached, that the duties of work in any classification have been materially changed or that the employee is incorrectly classified, the new rate of pay shall be retroactive to the date of filing the grievance or of the Union first notifying the City of the required change.

ARTICLE 12 SEPARATION PROCEDURES

- 1201 The City may not dismiss an employee without notice or pay in lieu of notice without just cause.
- 1202 Any employee may resign on giving two (2) weeks notice in the case of a permanent employee and three (3) days' notice in the case of all other employees

1203 Verbal reprimands shall not form part of an employee's personal record but are nonetheless considered to be a form of discipline. Written reprimands, suspensions and dismissals shall be provided in writing and a copy submitted to the secretary of the Union. In the case of a reprimand, suspension or dismissal, the employee is encouraged to put his comments on the file document.

Where a person having supervisory authority over an employee believes that disciplinary action of that employee is necessary for just cause he may:

- 1) verbally reprimand the employee; or
- 2) in writing reprimand the employee; or
- 3) suspend the employee with or without pay; or
- 4) recommend dismissal of the employee to the City Manager or designate.

For purposes of this clause, Chargehands have authority and are expected to issue discipline only at Level 1 (verbal) for employees who report to them.

1204 If any employee who has been suspended, dismissed, or received a written reprimand, feels that they have been unjustly dealt with, they shall promptly notify the chairperson of the Grievance Committee and the Union may thereupon invoke the grievance procedure outlined in Article 6 hereof.

1205 In the event that an employee who has been discharged or suspended shall be reinstated as a result of the settlement of a grievance, such reinstatement may be made without loss of wages, or with total or partial loss of wages for the period of such suspension or discharge

1206 If employees wish to examine their employee file, they shall request such to Human Resources and within ten (10) days, during regular City Hall hours, for durations of no longer than one (1) hour at any time, said employees in the presence of the Human Resources staff, shall review all material contained within their file and upon request will receive a copy. All employees who obtain access to their file and/or obtain copies of information shall be required to sign a dated tracking document confirming that they accessed and, if appropriate, obtained copies of specified records. Employees may invite another person to attend Human Resources with them

1207 The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letter of reprimand or any adverse reports, unless such documents form part of a cumulative record of discipline. In cases where an extended leave of absence occurred within that period, the time will be adjusted to reflect the leave.

ARTICLE 13 SAFETY AND HEALTH

1301 The City and each employee shall make every reasonable provision for the safety and health of persons during their hours of work.

The City and the Union shall promote the realization by employees of their individual responsibility to prevent accidents to themselves and their fellow employees during hours of work.

Employees shall observe and be bound by such rules and regulations relating to the safe performance of their work as may be published by the City from time to time.

Employees shall conduct themselves in the performance of their duties and in the

handling of City equipment so as to minimize the possibility of injury to the public at large or damage to City equipment

In the interests of the safety and welfare of an employee, the City may require an employee to submit to a complete medical examination by the City's medical authority at reasonable intervals and at the City's expense. The employee may receive a copy of the medical report on request providing the City has it on file. If the report adversely affects, or may adversely affect the employee's employment, they may, at their own expense, within ten (10) working days have a physician of their own selection conduct an independent examination, and a copy of the physician's report shall be furnished to the City.

If, as a result of a medical examination, the City deems it advisable and in the interest of any employees, and the welfare of others, to transfer such employees to other duties or on an employee's return from leave as provided in Article 1502, the employee may be so transferred, and thereafter they shall be reclassified according to the new duties to be performed and shall be paid in accordance with their new classification.

If the employees feel they have been transferred unjustly, they shall have the right to grieve

- 1302
- a) The City agrees to provide and maintain suitable first aid equipment, washroom and sanitary facilities
 - b) The Union agrees to cooperate fully with the City in the maintenance of this service.
 - c) Where an employee is required by the City to hold a Class 1, 2, 3 or 4 Province of Manitoba driver's license, the City shall reimburse that employee the amount of the billing of the medical practitioner or seventy dollars (\$70.00) annually, whichever is the lesser amount, for medical costs incurred to maintain such a license

ARTICLE 14 WORKER'S COMPENSATION BENEFITS

1401 All employees included under this Agreement shall be subject to the provisions of the Worker's Compensation Act.

- 1402 a) All employees who have worked twelve (12) consecutive calendar months or more without a lay-off immediately preceding the injury and drawing compensation benefits under the Act, shall be entitled to payment by the City of the difference between such benefits and their regular wage, for a period not to exceed twenty-six (26) weeks

It is agreed that notwithstanding the number of times which an employee may be off work and receiving compensation benefits as a result of one particular accident, the maximum benefit payable by the City under this Clause is the difference between the compensation benefits paid and the employee's regular wage for a maximum of twenty-six weeks. The City agrees to notify the employee at least two (2) weeks prior to the termination of the supplement.

- b) If, at any time, it is decided by the Workers Compensation Board (W.C.B.) that a supplement paid by an employer during a claim for compensation benefits must be offset against benefits otherwise payable by the W.C.B., such supplementation shall cease immediately and no further supplement shall be payable by the employer.

The City shall notify W.C.B. of salary adjustments at the time they occur.

1403

When an employee is absent due to injuries or disabilities for which compensation is paid under the Workers' Compensation Act, vacation leave and statutory leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.

ARTICLE 15**LEAVE BENEFITS****Accumulation of Sick Leave Benefits**

1501

- a) Employees shall accumulate sick leave benefits as follows:
- 1) One (1) day per month of service during the first year of employment.
 - 2) One and one half (1 1/2) days per month of service thereafter.
 - 3) Maximum accumulation of two hundred and ten (210) days
- b) Sick leave benefits shall not accumulate during periods when an employee is absent on one or more of the following:
- 1) sick leave;
 - 2) unauthorized leave;
 - 3) leave of absence without pay;
 - 4) Workers Compensation leave to the extent that such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disablement occurred.

Sick Leave

1502

- a) In the event of illness or accident, employees are entitled to paid sick leave to the extent that they have accumulated sick leave benefits.
- b) Upon verbal request to their immediate supervisor, employees compelled to arrange medical or dental appointments during regular working hours, shall be granted up to two (2) consecutive hours leave with pay which shall be deducted from the employee's sick leave benefits bank. When possible, employees are expected to arrange medical and dental appointments during non-working hours.

Should it be necessary for an employee to attend a duly qualified medical practitioner appointment outside the City of Brandon by reason of non-availability of service or doctor referral, the employee shall be allowed necessary travel time upon approval of their immediate supervisor, which shall be deducted from the employees sick leave benefits bank.

- c) Employees shall notify their immediate supervisor or other designated officer of their division of their sickness or inability to perform their regular duties as soon as practicable on the first day of absence or inability, indicating the reason for and the probable duration of, such absence or inability.
- d) If employees fail to notify the City of their absence due to sickness, or inability to perform their regular duties, they shall not receive payment for sick leave unless they can show to the City's satisfaction that they were unable to give notice, or had made a bona fide but unsuccessful attempt to do so on the first day of absence and on successive days of absence.
- e) The City may require employees who claim that they have been absent because of sickness, accident, or medical/dental appointments to furnish a certificate by a duly

qualified medical practitioner certifying the inability of the employee to attend their regular duties in the case of suspected abuses only. In cases of sick leave benefits abuse, disciplinary action may be taken by the employer and the union further agrees to work with management in the review of sick leave benefits utilization.

- f) If employees fail to furnish a medical certificate when requested, their absence from work shall be considered as unauthorized and consequently without pay.
- g) The City reserves the right at any time to consult with the employee's medical practitioner concerning the employee's ability to return to work, all required restrictions, and possible accommodations that can be arranged to expedite the employee's return to work.
- h) If a permanent employee has exhausted all sick leave benefits by reason of sickness or injury and no expected date of return has been specified by the attending physician, leave of absence without pay will be granted up to thirty (30) months. Length of leave is subject to review should the provisions of the City's long term disability benefits plan change.

Leave for employees who do not qualify for the above or need a greater length of leave shall be at the discretion of the City.

The employer shall be entitled to fill the position of said employee upon the expiration of the employee's sick leave benefits, and if the employee returns during the approved leave of absence, the employee shall be reinstated to their former position provided that they continue to have the necessary qualifications for the position

Compensable Injury Leave

- 1503 a) Except as provided in Article 14, sick leave with pay shall not be granted to an employee who suffers a compensable injury and is in receipt of compensation from the Worker's Compensation Board.
- b) Sick leave shall not be paid to employees when they are off due to illness or injury and are receiving lost wages from Manitoba Public Insurance Corporation unless arrangements are made through Human Resources for recovery of sick leave benefits. Once wage loss benefits are received from Manitoba Public Insurance, sick leave benefits will be reinstated to the equivalent of the wages recovered from Manitoba Public Insurance.

Bereavement Leave

- 1504 a) In the event of the death of an employee's spouse, common-law partner, same sex partner, fiancé, child, brother, sister, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, grandparent, or grandchild, such employee shall be granted four (4) working days without loss of pay. An employee is not obligated to use four days if they so choose.
- b) For persons other than those outlined in clause a) the employee may be granted up to one (1) working day to attend as a mourner or pallbearer without loss of pay.
- c) Where requested such bereavement leave beyond the time specified in clause a) and b) shall also include a reasonable travelling time, not to exceed seven calendar days, to be deducted from the employee's vacation credits, or banked overtime, or taken as leave without pay.

Family Leave

1505 In the event of an illness or medical need of a spouse, dependent child, parent or person who has the employee as the primary caregiver, an employee may take family leave to tend to the person. In the case of medical or dental appointments, a maximum of two (2) hours shall be allowed to be used. Should it be necessary to attend a duly qualified medical practitioner appointment outside the City of Brandon by reason of non-availability of service or doctor referral, the employee shall be allowed necessary travel time upon approval of their immediate supervisor. Such leave will be deducted from the employee's sick leave benefits bank to a maximum of six (6) working days per calendar year. When possible employees are expected to arrange medical and dental appointments during non-working hours.

Serious Illness Leave

1506 A leave of absence may be granted to an employee, in accordance with City policy, for the serious illness of a family member providing that the employee can provide just cause to the satisfaction of the City. Time taken off for this purpose will be deducted from the employee's sick leave benefits bank.

Maternity Leave

1507 An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

a) **Plan A**

- 1) In order to qualify for Plan A, a pregnant employee must:
 - i) have completed seven (7) months of continuous employment for or with the City;
 - ii) submit to the City an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - iii) provide the City with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 2) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
 - i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in section 1) iii);
 - ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in section 1) iii) and the actual date of delivery, if delivery occurs after date mentioned in that certificate;
 - iii) the City may vary the length of maternity leave upon proper certification by the attending physician;
 - iv) a period of parental leave under Article 1508.
- 3) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days from her sick leave benefits bank against the Employment Insurance waiting period.

b) **Plan B**

- 1) In order to qualify for Plan B a pregnant employee must:
 - i) have completed seven (7) continuous months of employment for or with

- the City;
- ii) submit to the City an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - iii) provide the City with a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - iv) provide the City with proof that she has applied for Employment Insurance benefits and that the C.E.I.C. has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 30, Employment Insurance Act, 1971.
- 2) An applicant for maternity leave under Plan B must sign an agreement with the City providing that:
 - i) she will return to work and remain in the employ of the City on a full time basis for at least twelve (12) months following her return to work; and
 - ii) she will return to work on the date of the expiry of her maternity leave unless this date is modified by the City; and
 - iii) should she fail to return to work as provided under i) and/or ii) above, she is indebted to the City for the full amount of pay received from the City as a maternity allowance during her entire period of maternity leave.
 - 3) At the employee's request, the City may authorize an employee who has received maternity leave under Plan B to return to work on a part-time basis for a period of twenty-four (24) months.
 - 4) An employee who qualifies is entitled to a maternity leave consisting of:
 - i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section 1) iii); or
 - ii) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 1) iii) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - iii) the City may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the City;
 - iv) a period of parental leave under Article 1508.
 - 5) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:
 - i) for the first two (2) weeks an employee shall receive 93% of her bi-weekly rate of pay;
 - ii) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and 93% of her bi-weekly rate of pay;
 - iii) all other time as may be provided under Section 4 shall be on a leave without pay basis.
 - 6) Plan B does not apply to temporary employees who have not obtained recognized seniority as defined in Clause 5 of Schedule "B". Temporary employees who qualify for Plan B will only receive such benefits up to their regular lay-off date.
 - 7) During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service

vacation and long service sick leave entitlement.

- 8) Periods of maternity leave will count as seniority for the purpose of promotion and layoff for permanent employees only.
- 9) Employees shall be entitled to take parental leave in accordance with the Employment Standards Act.

Standard Parental Leave

1508

a) Upon written request to the department head, an employee who has, or whose spouse has, given birth or adopted a child shall be granted leave without pay to a maximum of thirty-seven (37) weeks, to be completed no later than the first anniversary date of adoption or date of birth. An employee may be required to furnish proof of birth or adoption. An employee shall not be entitled to combine Standard Parental Leave and Extended Parental Leave.

Extended Parental Leave

b) Upon written request to the department head, an employee who has, or whose spouse has, given birth or adopted a child shall be granted leave without pay to a maximum of sixty-three (63) weeks, to be completed no later than eighty (80) weeks after the date of adoption or date of birth. An employee may be required to furnish proof of birth or adoption. An employee shall not be entitled to combine Standard Parental Leave and Extended Parental Leave.

Witness or Jury Duty Leave

1509

It is agreed that when employees are subpoenaed as a witness or are subpoenaed for jury duty, the City shall pay those employees the difference between their regular earnings and the payment they received for jury service or court witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received to the Payroll Officer.

Union Officers Leave

1510

- a) Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated will be granted leave of absence without pay and without loss of seniority by the City for a period of one year. This period may be extended by the City at the end of the year.
- b) Any employee who is elected or selected for a part time or temporary term position with the Union or any body with which the Union is affiliated may be granted leave of absence without pay and without loss of seniority by the City for a period of up to two (2) weeks per calendar year provided that such leave of absence does not interfere with the efficiency of the department affected.
- c) Where employees have been elected or appointed to represent the Union at union conventions, schools, conferences, seminars, leave of absence without pay and without loss of seniority or benefits shall be granted by the City upon request, provided that such leave of absence does not interfere with the efficiency of the department affected. The City will continue to pay the employee subject to total recovery of payroll and related costs by the City from the Union.
- d) Where employees have been elected, selected or appointed to conduct union business, leave of absence without loss of seniority or benefits shall be granted by the City up on request, provided that such leave of absence does not interfere with the efficiency of the department affected. The City will continue to pay the employees subject to total recovery of payroll and related costs by the City from the Union.

Leave Without Pay

- 1511 a) Application for leave of absence without pay up to two (2) days shall be made to the employee's immediate supervisor.
- f) Application for leave of absence without pay in excess of two (2) days shall be made to the employee's immediate non-union supervisor.
- c) When a permanent employee is placed on an unpaid leave of absence due to exhaustion of sick leave benefits, the City will immediately balance and pay-out or recover the employee's current bank time accrual, prorated vacation accrual, prorated statutory holiday accrual if applicable, and shift day banks if applicable.
- d) Any benefits accruing to an employee at the beginning of leave of absence without pay will be held in suspension until the leave of absence expires.
- e) Special arrangements may be made where practicable for an employee to carry contributory benefits during leave of absence without pay upon written request provided the employee pays both the City's share and their share of the cost and the terms and conditions of the master plan(s) allow employees to have benefits while on a leave of absence.
- f) Employees who are granted a leave of absence without pay for a period of sixty (60) calendar days or less may return to the position which they held immediately prior to going on leave.
- g) An extension of leave may be granted to an employee upon request.
- h) The City agrees to advise the Union of leave of absence granted of more than five (5) days.

General Provisions regarding Leaves

- 1512 a) When employees are qualified for sick leave, bereavement leave or any approved leave during their period of vacation, there shall be no deduction from vacation credit for such absence. The period of vacation so displaced shall either be added to the vacation or reinstated for use at a later date, at the employee's option. Further provided that if the employee fails to furnish a medical certificate when requested by the City, certifying to their illness during the vacation period, then this paragraph shall not apply to such employee.
- b) Leave of absence to an employee for the purpose of entering other employment may only be granted with the express written permission of the City Manager. Any employee on a leave of absence who engages in other employment without this express permission shall be considered to have voluntarily terminated their service with the City.
- c) An employee accumulating sick leave benefits in accordance with Clause 9 of Schedule "B" who transfers to a permanent position shall retain their sick leave benefits as accumulated to the date of transfer. Effective on the date of transfer such employee will accumulate further sick leave benefits in accordance with Clause 1501 a) herein.

ARTICLE 16 ANNUAL VACATION

- 1601 Employees shall submit their preferred vacation dates to their supervisor for approval prior to April 1st each year. The supervisor will have fifteen (15) working days in which to approve employee vacations and once approved, these shall not be changed unless mutually agreed between the affected employee and supervisor.
- Seniority shall be recognized as a factor when vacation requests conflict, but senior employees shall not automatically receive preferred vacation periods
- Vacations shall not be accumulated from year to year, except by special permission of the department head requested prior to November 15th of each year.
- The year for the purpose of taking vacations in this article shall be from January 1st to December 31st of any calendar year.
- 1602 Employees who will have less than one year's service at the end of the calendar year shall be entitled to vacation time put into their vacation bank, pro-rated on what they would have earned to the end of the calendar year, at their normal rate of pay (based on two weeks' vacation).
- 1603 Employees who would have completed two (2) or more years of continuous service at the end of the current calendar year shall be entitled to three (3) weeks' vacation at their normal rate of pay.
- 1604 Employees who would have completed seven (7) years or more of continuous service at the end of the current calendar year shall be entitled to four (4) weeks' annual vacation at their normal rate of pay.
- 1605 Employees who would have completed sixteen (16) years or more of continuous service at the end of the current calendar year shall be entitled to five (5) weeks' annual vacation at their normal rate of pay.
- 1606 Employees who would have completed twenty-three (23) years or more of continuous service at the end of the current calendar year shall be entitled to six (6) weeks' annual vacation at their normal rate of pay.
- 1607 Employees who would have completed thirty (30) years of continuous service at the end of the current calendar year shall be entitled to one (1) additional day of vacation up to five (5) days in the thirty-fourth (34th) year of service.
- 1608 Where a paid holiday falls within an employee's annual vacation such employee shall be granted a subsequent day off as arranged with the department head.
- 1609 a) Where an employee leaves the employ of the City for any reason, vacation credit shall be paid at the rate of two percent of the employee's gross regular wage since the last anniversary date for each week of vacation that the employee would have been entitled had they remained in the employ of the City.
- b) In no event shall such vacation pay exceed the amount the employee would receive if they were granted the maximum vacation to which they would otherwise be entitled.
- c) For the purpose of paragraph 1608 a), the term "last anniversary date" will be the employee's employment anniversary date.
- 1610 Whenever possible an employee shall be entitled to receive their vacation in an

unbroken period.

1611 Temporary employees who become permanent shall be entitled to vacation time put into their vacation bank, pro-rated on what they would have earned to the end of the calendar year, at their normal rate of pay, based on their continuous service date.

1612 An employee relieving in a higher rated position for at least three (3) months immediately prior to the commencement of their vacation shall receive the higher rate of pay during their vacation.

ARTICLE 17 **GENERAL HOLIDAYS**

1701 The following days shall be observed as holidays by all employees without deduction of pay therefore:

New Year's Day	Victoria Day	Thanksgiving Day
Louis Riel Day	Canada Day	Remembrance Day
Good Friday	First Monday in August	Christmas Day
Easter Monday	Labour Day	Boxing Day
National Day for Truth and Reconciliation		

and any other when proclaimed and approved by the Provincial Government, the City of Brandon or Federal Government, subject to the conditions outlined in Article 17 below.

1702 The observance of the above holidays may be made on days other than the calendar date when so proclaimed by the Provincial, Federal or Civic authorities.

1703 Where a holiday falls on an employee's assigned day of rest, such employee shall be granted an additional day off which shall be either the Friday preceding or the Monday following the holiday as determined by the City.

Pay for Regularly Scheduled Work on a Holiday

1704 Where employees are regularly scheduled to work and are required to work on any of the noted statutory holidays, they shall be paid at the rate of one and one half (1 1/2) times their regular rate of pay for all time so worked on that day and in addition they shall be granted by the City, one day off in lieu thereof at a mutually agreed time convenient to the employee and their immediate supervisor.

1705 For those general holidays set out in Clause 1701, permanent employees shall be compensated in accordance with provisions of The Employment Standards Act. Permanent employees are not entitled to full pay for a general holiday in which they were on an unpaid leave of absence. In such instances, eligible earnings received for time worked in the twenty-eight (28) days preceding the general holiday will be calculated and the employee will be entitled to pay or time equal to 5% of said earnings.

ARTICLE 18 **HOURS OF WORK**

1801 a) Normal hours of work for City Hall and the Engineering Department staff shall be 8:30 A.M. to 5:00 P.M., Monday through Friday, with one and one quarter hour lunch period.

b) Normal hours of work for Fire Hall staff and the Risk & Emergency Management

Department shall be 8:00 A.M. to 4:30 P.M., Monday through Friday, with one and one quarter hour lunch period.

- c) Normal hours of work for Police Department staff shall be 7:30 a.m. to 4:00 p.m., Monday through Friday, with one and one quarter (1 ¼) hour lunch period.
- 1802 Normal hours of duty for all other employees, except those covered by a Letter of Understanding, shall be from 8:00 A.M. to 12:00 noon, and from 1:00 P.M. to 5:00 P.M., Monday through Friday.
- 1803 By mutual agreement between employees and their immediate supervisors, the normal starting and quitting times for hours or days of work may be altered by submitting a written request to their immediate supervisor for consideration.
- 1804 Employees may have their shifts changed in cases of emergency and for snow clearing operations.
- 1805 It is understood that employees shall be at their place of work and ready to assume their duties with the commencement of their scheduled working period.
- 1806 Employees shall not be considered to be on duty during any period allowed by the City for taking of a meal.
- 1807 Employees are entitled to a 15 minute paid rest period during each distinct three and one-half (3 1/2) consecutive hours worked.

ARTICLE 19 OVERTIME

- 1901 All authorized time worked in addition to regular hours stipulated in this Agreement shall be paid at one and one-half (1 1/2) times the regular wage rate for the first four (4) hours in any one twenty-four (24) hour period, and at two (2) times the regular wage rate thereafter, except as hereafter provided.
- 1902 Where a holiday falls on an employee's assigned day of rest and the employee is requested and reports to work on the holiday, such employee shall be paid at two (2) times the regular wage rate in addition to regular holiday pay or at the employee's request receive an additional day off in lieu of one (1) day's pay at a time mutually agreed between the employee and the employer
- 1903 If permanent employees or temporary employees assigned to a permanent position are requested to work overtime on any day not regularly scheduled, they shall be paid for all time worked at the rate of double time.
- 1904 a) An employee who is called out for overtime duty during a recognized period of rest - Monday - Saturday, shall be paid a minimum of three (3) hours at the applicable overtime rate.
- b) The one (1) hour preceding the normally scheduled working period for all employees is excluded from call out premium.
- 1905 a) Employees who, because of an emergency, are called out and report for duty any time during a recognized period of rest on Sundays or statutory holidays, shall be paid a minimum of three (3) hours at the rate of two (2) times their regular rate of pay.

- b) The employee shall be free to leave when the emergency is over.
- 1906 a) Permanent employees who normally are required to report for work and so report but who, for reasons beyond their control due to an emergency are requested to reschedule their shift shall receive no less than three (3) hours pay at such employee's normal rate. Under no circumstances shall a permanent employee receive less than forty (40) hours in a standard work week, except as set out in this Agreement.
- b) The time period between a reschedule of shifts shall be eight (8) hours and the duration of the new shift shall be eight (8) hours. The rescheduled shift shall be at the employee's regular rate of pay.
- c) True overtime hours are any hours worked by an employee in excess of eight (8) hours in a twenty-four (24) hour period or any hours worked by an employee in excess of forty (40) hours in a work week, unless otherwise agreed by a Letter of Understanding.
- d) Wherever applicable the hours of work per day shall be seven and one-quarter (7¼) hours and per week thirty-six and one-quarter (36¼) hours for the purpose of overtime.
- 1907 Overtime duty shall be distributed as equally as possible among all employees concerned
- 1908 **Banked Overtime**
- a) All permanent employees shall be entitled at their option, in lieu of pay, to accumulate overtime during a calendar year and such time to be taken at a time mutually agreeable to the employee and the supervisor.
- b) Banked overtime up to a maximum of eighty (80) hours will automatically be carried forward from one calendar year to the next calendar year.
- c) Any banked overtime accumulation in excess of eighty (80) hours at the end of a calendar year will be paid to the employee in January of the following year at the employee's base salary rate.
- d) In the event that City employees are required to respond to a public emergency, or the City has declared a state of emergency, and where the City is able to recover payment for this service, employees must take overtime as payment, and will not have the option of banking this time.
- 1909 Differential rates will not apply during overtime hours.

ARTICLE 20 SHIFT WORK

- 2001 Where continuous operation of duty is required, the working day shall be divided into three (3) shifts of eight (8) hours each.
- 2002 The City reserves the right to establish and maintain hours of duty (herein referred to as shifts) other than those herein defined, and to specify the days on which an employee is required to work, subject to the following conditions:

- a) When necessary, the City may establish additional shifts for one (1) week or longer at straight time rates plus shift premium when applicable.
- b) When shifts are scheduled by the City outside normal working hours, employees will be paid a shift premium of sixty-five (65) cents per hour for all hours worked between 4:00 p.m. and 12:00 a.m. and ninety (90) cents per hour for all hours worked between 12:00 a.m. and 8:00 a.m..
- c) An employee who voluntarily agrees to alter their shifts that involves starting earlier or working later than normal working hours, will not be entitled to shift premiums.
- d) During the term of this contract, compressed work schedules may be introduced by mutual agreement between the parties by Letter of Understanding. Any Letters of Understanding for compressed work schedules which have been agreed to by the parties and are currently in force shall be honoured for the term of their agreement.

ARTICLE 21 CLOTHING

- 2101
- a) The City agrees to provide all necessary protective clothing and personal protective equipment where required. *(Detailed information is available in the Best Practices Handbook.)*
 - b) Employees who are entitled to a clothing allowance will receive it on the second (2nd) payday in January or on the employee's first pay cheque.
 - c)
 - i) Permanent employees required to wear steel-toed or non-conductor boots will receive an annual boot allowance of one hundred and ten dollars (\$110.00) payable on the second (2nd) payday in January.
 - ii) Temporary employees required to wear steel toed or non-conductor boots will receive a boot allowance in the amount of four dollars and twenty-three cents (\$4.23) for each pay period worked.
 - d) Employees who are entitled to a swimsuit allowance will receive two dollars (\$2.00) per pay period for which they have worked a minimum of one (1) hour.
 - e) The organization will pay for the Electrician's first pair of non-conductor boots.
 - f) Discipline for not wearing proper boots or wearing boots that are not in good condition is that the employee will automatically be sent home without pay until they return with proper footwear and if the employee does not report to work within three (3) working days automatic dismissal is warranted.
- 2102 All clothing must be signed for by the recipient and returned when replacement issue is required. All clothing remains the property of the City, and reasonable care is required of employees receiving same.
- 2103 The cost of all such clothing not returned upon severance shall be deducted from the employee's wages, subject to an allowance of five percent (5%) off the purchase price for each month or portion thereof that the article was used.
- 2104 The City agrees to replace broken or worn out tools, provided the tool is not lifetime guaranteed, for all employees required to purchase same for the performance of their duties provided the tools are broken or worn out in the course of their employment.

A tool allowance of thirty dollars (\$30.00) per month will be provided to all Truck & Transport Mechanics, Welders and Utility Workers in Fleet Services payable on the last payday of each month. This allowance is effective upon date of ratification.

ARTICLE 22 JOB CLASSIFICATION

- 2201 a) The City agrees, in consultations with the Union, to establish and maintain a proper job classification for all employees covered by this Agreement - this is to include job description and duties to be performed.
- b) The job classifications and rates of pay of all employees affected by this collective agreement are set out in Schedule "A" and shall form part of the collective agreement.
- 2202 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction or in emergencies when regular employees are not available.
- 2203 Employees temporarily assigned to a higher classification shall be paid the applicable wage rate.

ARTICLE 23 WAGES

- 2301 All employees shall be paid in accordance with Schedule "A".
- 2302 All employees shall be paid biweekly on alternate Fridays except where the Friday is a holiday when the payment shall be made on the preceding Thursday.
- 2303 Hourly rated employees shall be paid for work performed to midnight on the Sunday preceding payday.

ARTICLE 24 GENERAL PROVISIONS

- 2401 a) **Civil Liability**
If an action or proceedings are brought against employees covered by this agreement for an alleged tort committed by them in the performance of their duties, provided such actions do not constitute a gross disregard or neglect of their duty as employees (the determination of what constitutes gross disregard or neglect being made in the opinion of the City) then:
- 1) Employees, upon being served with any legal process, or upon receipt of notification of any action or proceedings as hereinbefore referred to being commenced against them, shall advise the City through the applicable department head of any such notification or legal process;
 - 2) The City shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees, and/or;
 - 3) The City shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee, if such

settlement is approved by the City through the office of the appropriate department head before the same is finalized;

- 4) Upon the employee notifying the City in accordance with paragraph 1) above, the appropriate department head and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the City shall unilaterally appoint counsel. The City accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

This section shall not be construed to mean that the City shall pay any costs, expenses or fees for such employee incurred during or as a result of the City's internal disciplinary proceedings against such employee, nor shall the City pay any legal fees, expenses or costs for such employee in any legal action arising out of the City's internal disciplinary proceedings against such employee.

Employees acting within the scope of their assigned duties shall be entitled to be indemnified.

Criminal Liability

- b) If a criminal action, including a Highway Traffic Act offence is commenced against an employee covered by this agreement, which action arises out of such employee's action while in the performance of their duties and provided such actions do not constitute a gross disregard or neglect of their duties as an employee (the determination of what constitutes a gross disregard or neglect being made in the opinion of a simple majority of a committee whose membership shall be comprised of two members of the City and one member of the Union), then:

- 1) Employees, upon being charged with a criminal offence, or upon receipt of notification of the commencement of any criminal action being commenced against them or upon the Highway Traffic Act offence being commenced against them, shall advise the City, through the head of their department, of such criminal proceedings and the employee may request that the City appoint counsel to represent the employee in such criminal action;
- 2) Upon receiving a request from an employee to appoint counsel, the matter shall be referred to the appropriate department head and upon recommendation of the appropriate department head to the City Manager, the City shall agree to appoint counsel on behalf of the employee.
- 3) If the City agrees to appoint counsel on behalf of the employee, the employee and the appropriate department head shall forthwith meet for the purpose of appointing counsel that is mutually agreeable to both parties. In the event the employee and the City cannot agree on who should be appointed as counsel, the City shall not be responsible for payment of legal fees.
- 4) Only if the City agrees to appoint counsel, will the City be responsible for payment of legal fees as taxed and approved by the appropriate department head.

This section shall not be construed to mean that the City shall pay any costs, expenses or fees for such employee, incurred during or as a result of the City's internal disciplinary proceedings against such employee, nor shall the City pay any legal fees, expenses or costs for such employee in any legal action arising out of the

City's internal disciplinary proceedings against such employee.

Contracting Out

2402 No contract shall be awarded by the City for any work presently being performed, except for good and sufficient reason. The City agrees to advise the Union of any contemplated change.

Labour Management Committees

2403 The City and the Union agree that a Labour Management Committee be established in those departments which request same, and maintained in all departments where there is continued interest. The City will receive and consider any recommendations of its labour management committees. If minutes are recorded at the meetings, a copy will be forwarded to the union.

Bulletin Boards

2404 The City agrees to allow a notice board in all departments for the use of the Union in a suitable location easily accessible to the employees for the purpose of posting notices of interest to the Union.

Death Benefit

2405 In the event of the death of a permanent employee, an amount equivalent to six (6) weeks' salary shall be paid to the named beneficiary as designated under the life insurance plan or in the absence of same, to the employee's estate.

Separation Allowance

2406 Upon severance, retirement or death, all employees with five (5) years or more of continuous service with the City shall be entitled to a separation allowance of one (1) day's pay for each such completed year. This Article does not apply to employees who are discharged for cause.

On the fifteenth (15th) year of service and thereafter employees will be entitled to bank one (1) vacation day per year for drawing at retirement

- 2407
- a) The City agrees to pay fifty percent (50%) of the premiums for the Group Life and Accidental Death & Dismemberment Plan presently in existence, for each member of the bargaining unit who participates in the plan.
 - b) The City agrees to pay fifty per cent (50%) of the premiums of the City's Dental Plan for each employee of the bargaining unit who participates in the plan

2408 The provisions as outlined in either the City of Brandon Civic Employees Pension Plan (By-law 5779/54/90) or the Manitoba Municipal Employees Benefits Plan will continue to apply.

2409 When employees, upon approval of their department head, are required to operate their personal motor vehicle on City business, then they shall receive a mileage allowance in accordance with present City policy.

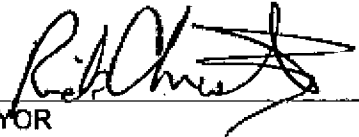
Crossing of Picket Lines

2410 An employee covered by this Agreement shall have the right to refuse to cross a legal picket line where the employees are on legal strike. Failure to cross such a picket line by a member of the union shall not be considered a violation of the agreement nor shall it be grounds for disciplinary action, however, the employee shall not be paid for time lost.

IN WITNESS WHEREOF THE PARTY OF THE FIRST PART has caused its corporate seal to be affixed, attested by the signatures of the Mayor and the City Clerk, and THE PARTY OF THE SECOND PART has caused its Association's seal to be affixed and duly attested by the signatures of the President and the Recording Secretary, this ____ day of _____, 2021.

ON BEHALF OF THE CITY
OF BRANDON


ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 69



MAYOR



PRESIDENT



CITY CLERK



RECORDING SECRETARY

December 20, 2021
DATE


Dec - 20/21
DATE

The parties agree that the following Letters of Understanding are attached to this agreement


	<u>PAGE</u>
Letters of Understanding:	
Sick leave fund	38
Hours of Work:	39
Sanitation	
Sportsplex – Facility Operators	
Sportsplex – Lifeguards	
Wastewater Treatment Facility	
Water Treatment Facility	
Training and Development	40
Early Retirement Benefit	40
Stand-By Guidelines Information Technology	41
Sewer and Water Certifications	41
Permanent Leadhand Assignment	42
Present Incumbent Only	42

IN WITNESS WHEREOF THE PARTY OF THE FIRST PART has caused its corporate seal to be affixed, attested by the signatures of the Mayor and the City Clerk, and THE PARTY OF THE SECOND PART has caused its Association's seal to be affixed and duly attested by the signatures of the President and the Recording Secretary, this ___ day of _____ 2021.

ON BEHALF OF THE CITY
OF BRANDON



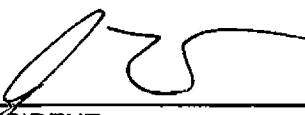
MAYOR



CITY CLERK

December 20, 2021
DATE

ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, LOCAL 69



PRESIDENT



RECORDING SECRETARY

Dec. 20/21
DATE

Schedule "A"
Rates of Pay for Permanent Positions

Progression Plan		Gr 12	2019 1%	2020 1%	2021 1.5%	2022 1.5%	2023 1.5%
Utility Worker							
Level 1	Entry Level for all positions	No*	20.63	20.84	21.15	21.47	21.79
Level 2	2080 regular hours of experience or a Casual - Level 4	No*	22.20	22.42	22.76	23.10	23.45
Level 3	By posting only with at least a Level 2 qualification or a Cleaner with Refrigeration Certificate	Yes	23.63	23.87	24.23	24.59	24.96
* Grade 12 required for all Utility Workers in the Sewer and Water Section							
Equipment Operators							
Level 1	Entry Level for all positions	No	24.03	24.27	24.63	25.00	25.38
Level 2	2080 regular hours of experience	Yes	25.55	25.81	26.20	26.59	26.99
Level 3	By posting only with at least a Level 2 qualification	Yes	27.73	28.01	28.43	28.86	29.29
Equipment Operator - Sewer & Water							
Level 1	Entry Level for all positions	No	23.02	23.25	23.60	23.95	24.31
Level 2	2080 regular hours of experience	Yes	25.55	25.81	26.20	26.59	26.99
Level 3	After attaining level 1 Certifications*	Yes	27.42	27.69	28.11	28.53	28.96
Level 4	After attaining level 2 Certification**	Yes	28.47	28.75	29.18	29.62	30.06
Level 5	After attaining level 3 Certification**	Yes	29.50	29.80	30.25	30.70	31.16
Level 6	After attaining level 4 Certification**	Yes	30.55	30.86	31.32	31.79	32.27
*Level 1 In Waste Water Collection and Water Distribution							
**Level 2 In Waste Water Collection and Water Distribution							
Currently one Trades Worker in Sewer & Water who also falls into this wage scale.							
Trades Worker							
Level 1	Entry Level for all positions	No	24.03	24.27	24.63	25.00	25.38
Level 2	2080 regular hours of experience	Yes	25.55	25.81	26.20	26.59	26.99
Level 3	By posting only with at least a Level 2 qualification	Yes	27.73	28.01	28.43	28.86	29.29
Boiler Operator							
Level 1	Entry Level for all positions	No	24.09	24.33	24.69	25.06	25.44
Level 2	5th Class Power Engineering Certificate	No	25.55	25.81	26.20	26.59	26.99
Level 3	4th Class Power Engineering Certificate	Yes	27.42	27.69	28.11	28.53	28.96
Level 4	4th Class Power Engineering Certificate and Level 3 in Waste Water Collection and Distribution Certifications	Yes	30.55	30.86	31.32	31.79	32.27
Level 5	By posting only with at least a Level 4 qualification		31.58	31.90	32.38	32.87	33.36
Facility Operator							
Level 1	Entry Level for all positions	No	26.09	26.35	26.75	27.15	27.56
Level 2	Refrigeration Certificate & 2080 regular hours of experience	No	27.05	27.32	27.73	28.15	28.57
Level 3	By posting only with Level 2 qualifications	Yes	28.04	28.32	28.74	29.17	29.61

Progression Plan		Gr 12	2019 1%	2020 1%	2021 1.5%	2022 1.5%	2023 1.5%
Journeyperson							
Level 1	Entry Level for Level 2	No	27.12	27.39	27.80	28.22	28.64
Level 2	2080 regular hours experience for Welders and Mechanics; Entry Level for Level 3	No	28.84	29.13	29.57	30.01	30.46
Level 3	Entry Level for Level 4 and 2080 regular hours experience for Electricians, Plumbers	No	33.06	33.39	33.89	34.40	34.92
Level 4	2080 regular hours for Truck & Transport Mechanics	No	34.34	34.68	35.20	35.73	36.27
Journeyperson - ICI - Provincial rate or negotiated increases to Journeyperson rates, whichever is greater							
Level 1	Millwright	Yes	35.57	35.93	36.47	37.02	37.58
Level 1	Electrician	Yes	38.51	38.90	39.48	40.07	40.67
Level 1	Plumber	Yes	38.10	38.48	39.06	39.65	40.24
Chargehand							
Relieving employees assigned to relieve a Chargehand shall receive Level 1 of the Chargehand classification, or 5% over the regular rate of the highest person they supervise, whichever is greater, but in no circumstance will the relieving employee receive greater pay than the Chargehand they are relieving for.							
Level 1	Entry Level for all positions	No	30.57	30.88	31.34	31.81	32.29
Level 2	2080 regular hours of experience	Yes	33.64	33.98	34.49	35.01	35.54
Level 3	To be assessed based on position responsibilities; OR, hold City approved position-related certifications / journey tickets *	Yes	37.05	37.42	37.98	38.55	39.13
Level 4	To be assessed based on position responsibilities; AND hold City approved position-related certifications / journey tickets *	Yes	39.66	40.06	40.66	41.27	41.89
* Recognized certifications include Class 4 for City's Water/Wastewater Treatment facilities; Class 3 for City's Collection & Distribution facility							
NOTE 1:	Employees temporarily assigned Leadhand responsibilities shall receive an additional \$1.00 per hour over the highest paid employee in the crew they supervise.						
NOTE 2:	In any instance where an employee is appointed to the Chargehand position, and said appointment would result in a decrease in pay, that employee shall enter the next higher wage level, providing the position was not under filled.						
NOTE 3:	Permanent Chargehands shall never make less than ten (10) percent above the highest paid person they supervise. This rate shall be considered their regular hourly rate.						
Leadhand - Cemetery							
Level 1	By Posting only		28.47	28.75	29.18	29.62	30.06
Leadhand - Sewer & Water							
Level 1	By Posting only		30.57	30.88	31.34	31.81	32.29
Level 2	Level 3 Certifications		31.61	31.93	32.41	32.90	33.39
Level 3	Level 4 Certifications		32.61	32.94	33.43	33.93	34.44

Progression Plan		Gr 12	2019 1%	2020 1%	2021 1.5%	2022 1.5%	2023 1.5%
Information Technologist (City Hall hours)							
Level 1	Entry Level for all positions	Yes	28.83	29.12	29.56	30.00	30.45
Level 2	1885/2080 regular hours of experience or entry level with 19 points	Yes	33.71	34.05	34.56	35.08	35.61
Level 3	1885/2080 hours and achievement of 19 points	Yes	38.45	38.83	39.41	40.00	40.60
Level 4	By posting only with at least a Level 3 qualification	Yes	43.00	43.43	44.08	44.74	45.41
Engineering Technician (City Hall hours)							
Level 1	Entry Level for all positions	Yes	26.40	26.66	27.06	28.01	28.43
Level 2	1885 regular hours of experience	Yes	27.41	27.68	28.10	28.52	28.95
Level 3	By posting only with at least a Level 2 qualification	Yes	30.35	30.65	31.11	31.58	32.05
Level 4	3770 regular hours of experience at Level 3 with CET certification from CTTAM, and based on position responsibilities	Yes	35.89	36.25	36.79	37.34	37.90
Community Planner (City Hall hours)							
Level 1	Entry Level for all positions	Yes	34.68	35.03	35.56	36.09	36.63
Level 2	1885 regular hours of experience	Yes	36.05	36.41	36.96	37.51	38.07
Level 3	3770 regular hours of experience with certification	Yes	38.84	39.23	39.82	40.42	41.03
Level 4	Senior Planner - By posting only. 9275 regular hours of experience (internal or external) with RPP designation. Entry level for Level 5.	Yes	43.16	43.59	44.24	44.90	45.57
Level 5	1885 regular hours of experience at Level 4	Yes	44.49	44.93	45.60	46.28	46.97
Building Inspector / Plumbing Inspector (City Hall hours)							
Level 1	Entry Level for all positions	Yes	34.07	34.41	34.93	35.45	35.98
Level 2	1885 regular hours of experience	Yes	35.42	35.77	36.31	36.85	37.40
Level 3	3770 regular hours of experience with certification	Yes	38.38	38.76	39.34	39.93	40.53
Water / Wastewater Treatment Operator							
Level 1	Entry Level for Level 2	Yes	23.02	23.25	23.60	23.95	24.31
Level 2	2080 hours experience and Class 1 Certification; Entry Level for Level 3*	Yes	27.42	27.69	28.11	28.53	28.96
Level 3	Class 2 Certification; Entry Level for Level 4 *	Yes	28.47	28.75	29.18	29.62	30.06
Level 4	Class 3 Certification; Entry Level for Level 5 *	Yes	29.50	29.80	30.25	30.70	31.16
Level 5	Class 4 Certification *	Yes	33.62	33.96	34.47	34.99	35.51
Administrative							
Level 1	Entry Level for Levels 2 and 3	Yes	20.32	20.52	20.83	21.14	21.46
Level 2	1885/2080 regular hours of experience	Yes	22.30	22.52	22.86	23.20	23.55
Level 3	By posting only with 1885/2080 regular hours experience at Level 1; Entry Level for Level 4	Yes	23.39	23.62	23.97	24.33	24.69
Level 4	By posting only with 1885/2080 regular hours of experience at Level 3 AND hold required coursework; Entry Level for Level 5	Yes	25.26	25.51	25.89	26.28	26.67
Level 5	By posting only with 1885/2080 regular hours of experience at Level 4 AND achievement of required certifications	Yes	26.30	26.56	26.96	27.36	27.77

Progression Plan		Gr 12	2019	2020	2021	2022	2023
			1%	1%	1.5%	1.5%	1.5%
Administrative Specialist							
Level 1	Entry Level	Yes	36.00	36.36	36.91	37.46	38.02
Level 2	1885/2080 regular hours of experience	Yes	37.82	38.20	38.77	39.35	39.94
Community Hub/Aquatics Programmer							
Level 1	Entry Level for all positions.	Yes	27.33	27.60	28.01	28.43	28.86
Level 2	2080 regular hours of experience	Yes	29.42	29.71	30.16	30.61	31.07
Business Development Specialist							
Level 1	Entry Level for all positions with qualifications	Yes	35.86	36.22	36.76	37.31	37.87
Level 2	By posting only with a Level 1 qualification	Yes	37.73	38.11	38.68	39.26	39.85
Level 3	By posting only with professional technical qualifications	Yes	39.74	40.14	40.74	41.35	41.97

Schedule "A"
Rates of Pay for Temporary Positions

Progression Plan		Gr 12	2019	2020	2021	2022	2023
			1%	1%	1.5%	1.5%	1.5%
Casual Labourer							
Level 1	Entry Level for Levels 2 and 3	No	13.54	13.68	13.89	14.10	14.31
Level 2	1040 regular hours of experience	No	15.23	15.38	15.61	15.84	16.08
Level 3	2080 regular hours of experience	No	16.92	17.09	17.35	17.61	17.87
Level 4	4160 regular hours of experience; Entry Level for Level 5	No	18.97	19.16	19.45	19.74	20.04
Level 5	2080 regular hours of experience at Level 4 AND Class 3 with Air License	No	21.55	21.77	22.10	22.43	22.77
Engineering Technician Aide (City Hall hours)							
Level 1	Entry Level for all positions	No	14.37	14.51	14.73	14.95	15.17
Level 2	940 regular hours of experience	No	17.12	17.29	17.55	17.81	18.08
Level 3	1885 regular hours of experience	Yes	19.04	19.23	19.52	19.81	20.11
Level 4	2830 regular hours of experience	Yes	20.63	20.84	21.15	21.47	21.79
Level 5	3770 regular hours of experience	Yes	22.25	22.47	22.81	23.15	23.50
Clerical							
Level 1	Based on assignment	No	12.91	13.04	13.24	13.44	13.64
Level 2	Based on assignment	No	15.29	15.44	15.67	15.91	16.15
Level 3	Based on assignment	Yes	17.12	17.29	17.55	17.81	18.08
Level 4	Based on assignment	Yes	18.15	18.33	18.60	18.88	19.16

	Progression Plan	Gr 12	2019 1%	2020 1%	2021 1.5%	2022 1.5%	2023 1.5%
Lifeguard/Instructor/Learn to Skate Instructor							
Level 1	Entry Level for all positions	No	14.33	14.47	14.69	14.91	15.13
Level 2	1040 regular hours of experience	No	16.73	16.90	17.15	17.41	17.67
Level 3	2080 regular hours of experience	No	18.53	18.72	19.00	19.29	19.58
Level 4	3120 regular hours of experience	No	20.46	20.66	20.97	21.28	21.60
Instructor Trainer - individual must be a current Lifeguard/Instructor and hold the necessary certifications							
	Delivery of First Aid course *	No	18.54	18.73	19.01	19.30	19.59
	Delivery of Lifeguard Society or Red Cross Lifeguard course	No	20.46	20.66	20.97	21.28	21.60
	Delivery of Water Safety Instructor course	No	20.46	20.66	20.97	21.28	21.60
* Level 4 Lifeguard/Instructor would continue to receive Level 4 rate of pay when assigned to deliver these courses							
Recreation Leader							
Level 1	Based on assignment	No	12.91	13.04	13.24	13.44	13.64
Level 2	Based on assignment	No	13.24	13.37	13.57	13.77	13.98
Level 3	Based on assignment	No	14.22	14.36	14.58	14.80	15.02
Level 4	Based on assignment	No	15.21	15.36	15.59	15.82	16.06
Recreation Coordinator / Program Assistant							
Level 1	Entry Level for all positions	No	16.87	17.04	17.30	17.56	17.82
Level 2	1040 regular hours of experience	No	18.19	18.37	18.65	18.93	19.21
Ice Attendant							
Level 1	Entry Level for all positions	No	12.19	12.31	12.49	12.68	12.87
Level 2	1040 regular hours of experience	No	13.17	13.30	13.50	13.70	13.91
Utility Worker (Sportsplex & Airport)							
Level 1	Entry Level for all positions	No	20.63	20.84	21.15	21.47	21.79
Level 2	2080 regular hours of experience	No	22.20	22.42	22.76	23.10	23.45

Apprentice Rates

(ALL Apprentice wages shown below must be confirmed; Provincial minimum apprentice rate is based on % of minimum wage and higher wage is provided. Where appropriate for incumbents, negotiated increases will be applied to Provincial minimum.)							
	Progression Plan	Gr 12	2019	2020	2021	2022	2023
			1%	1%	1.5%	1.5%	1.5%
Apprentice for Level 2 Journeyperson position							
Level 1	50% of Level 2 Journeyperson entry level	No	13.56	13.70	13.90	14.11	14.32
Level 2	60% of Level 2 Journeyperson entry level	No	16.27	16.43	16.68	16.93	17.19
Level 3	70% of Level 2 Journeyperson entry level	No	18.98	19.17	19.46	19.75	20.05
Level 4	80% of Level 2 Journeyperson entry level	No	21.48	21.69	21.91	22.24	22.57
Apprentice for Level 3 Journeyperson position							
Level 1	50% of Level 3 Journeyperson entry level	No	14.42	14.56	14.78	15.01	15.23
Level 2	60% of Level 3 Journeyperson entry level	No	17.30	17.48	17.74	18.01	18.28
Level 3	70% of Level 3 Journeyperson entry level	No	20.18	20.39	20.70	21.01	21.32
Level 4	80% of Level 3 Journeyperson entry level	No	23.07	23.30	23.65	24.01	24.37
Apprentice for Level 4 Journeyperson position							
Level 1	50% of Level 4 Journeyperson entry level	No	16.53	16.70	16.95	17.20	17.46
Level 2	60% of Level 4 Journeyperson entry level	No	19.83	20.03	20.33	20.64	20.95
Level 3	70% of Level 4 Journeyperson entry level	No	23.14	23.37	23.72	24.08	24.44
Level 4	80% of Level 4 Journeyperson entry level	No	26.45	26.71	27.11	27.52	27.93
Apprentice ICI Plumber							
Level 1	50% of Level 4 ICI Journeyperson entry level	No	19.05	19.24	19.53	19.82	20.12
Level 2	60% of Level 4 ICI Journeyperson entry level	No	22.86	23.09	23.43	23.79	24.15
Level 3	70% of Level 4 ICI Journeyperson entry level	No	26.67	26.94	27.34	27.75	28.17
Level 4	80% of Level 4 ICI Journeyperson entry level	No	30.48	30.78	31.25	31.72	32.20
Level 5	90% of Level 4 ICI Journeyperson entry level	No	34.29	34.63	35.15	35.68	36.22
Apprentice ICI Millwright							
Level 1	50% of Level 4 ICI Journeyperson entry level	No	17.79	17.96	18.23	18.51	18.79
Level 2	60% of Level 4 ICI Journeyperson entry level	No	21.34	21.56	21.88	22.21	22.55
Level 3	70% of Level 4 ICI Journeyperson entry level	No	24.90	25.15	25.53	25.91	26.30
Level 4	80% of Level 4 ICI Journeyperson entry level	No	28.46	28.74	29.18	29.61	30.06
Apprentice ICI Electrician							
Level 1	50% of Level 4 ICI Journeyperson entry level	No	19.26	19.45	19.74	20.04	20.34
Level 2	60% of Level 4 ICI Journeyperson entry level	No	23.11	23.34	23.69	24.04	24.40
Level 3	70% of Level 4 ICI Journeyperson entry level	No	26.96	27.23	27.64	28.05	28.47
Level 4	80% of Level 4 ICI Journeyperson entry level	No	30.81	31.12	31.59	32.06	32.54

SCHEDULE "B"

All temporary staff shall be covered by the memorandum of working conditions outlined in this section.

Where specific provisions are not mentioned, the provisions of the permanent agreement shall apply unless specific mention is made to permanent employees.

Overtime

1.
 - a) Overtime hours are any hours authorized by the employee's supervisor and worked by an employee in excess of eight (8) hours in a twenty-four (24) hour period or any hours worked by an employee in excess of forty (40) hours in a seven (7) day week unless otherwise provided by Letter of Understanding. All overtime worked shall be paid at one and one-half (1.5) times the regular wage rate for the first four (4) hours and at double time their regular wage rate thereafter.
 - b) Temporary employees with recognized seniority will be entitled at their option in lieu of pay to accumulate banked time to a maximum of forty (40) hours of overtime and all hours not taken will be paid out upon layoff.
 - c) Temporary employees without recognized seniority will be entitled at their option in lieu of pay to accumulate banked time to maximum of sixteen (16) hours of overtime and all hours not taken will be paid out upon layoff.
 - d) Temporary employees who normally are requested to report for work and so report but for reasons beyond their control are dismissed for the day shall receive not less than two (2) hours pay at such employee's normal rate.
NOTE: Employment Standards provisions override this clause. The minimum pay in such instance is three (3) hours, unless the employee was only scheduled to work two (2) hours and is sent home prior to completing their shift, in which case they must be paid for the two (2) hours.

Hours of Work

2. Hours of work shall be governed by the laws of the Province of Manitoba and regulations thereunder except where, by agreement, such hours of work respecting certain classes of employees may be less than are prescribed by the said statutes or regulations.

Every reasonable effort will be made to schedule Sportsplex lifeguards for two (2) or more consecutive hours of work. Lifeguards will not be required to stay on the premises between shifts.

Observance of General Holidays

3. For those general holidays set out in Clause 1701 of the permanent agreement, employees shall be compensated in accordance with provisions of The Employment Standards Act. Such compensation will be calculated and paid in each pay period where eligible regular earnings are received regardless of which pay period the actual general holiday falls. Should an employee quit prior to a general holiday but subsequent to receiving pay for that general holiday, the City will be entitled to recover the general holiday pay.

Vacancies and New Positions

- 4 a) Subject to the provisions of Clause 5, temporary employees shall be eligible to apply for permanent positions and, provided that they meet the specifications for the position applied for, consideration will be given to their application over external applicants in the order of their established seniority.
- b) Where a temporary employee is appointed to a permanent position in accordance with Article 4 (a) of Schedule "B", the employee will be subject to the following conditions contained in the collective agreement:
- 1) the probationary period and requirements will be in accordance with Article 803(a) of the permanent agreement.

Seniority

- 5 a) Seniority rights shall be acquired by temporary employees as follows: City Hall, Fire Hall, Planning, Property and Buildings Department and Police Department after working 1885 hours and all others after working 2080 hours. An employee shall maintain the seniority accumulated prior to the signing of this agreement. It is understood and agreed that seniority will not accumulate during any period of layoff.
- b) After acquiring seniority as prescribed in Article 5(a), an employee's seniority shall be considered broken as outlined in Article 802 of the permanent agreement.
- c) A temporary employee may be dismissed for just cause at any time during the probationary period as outlined in 5 (f) without recourse to the grievance procedure.
- d) Temporary employees who have recognized seniority as outlined in 5 (a), shall be entitled to the same fringe benefits as a permanent employee except as outlined in a specific benefit plan.
- e) Employees shall be entitled to benefits under Municipal Employees Benefits Program and Blue Cross provided they meet the criteria of the specific plan.
- f) The probationary period for temporary employees shall be:
- City Hall / Fire Hall/ Planning, Property and Buildings Department/ Police Department - 1885 hours
 - All others - 2080 hours

Layoff

- 6 a) When reducing staff, employees with the greatest recognized seniority in the classification, section and department shall be retained over employees with less seniority, provided they possess qualifications, abilities and prior work performance sufficient to satisfactorily perform the required duties. For purposes of clarification, seniority for this clause is defined under Section 5 a) of Schedule B. Only students returning to school are eligible for layoff rather than termination, subject to performance, as of August 15th of the current year.

Recall from Layoff / Re-employment List

- b) Upon layoff, temporary employees are responsible to notify Human Resources of any change in their address or telephone number.

Order of Recall

- c) Employees on the re-employment list shall be called back in order of greatest recognized seniority in the classification, section and department from which the employee was laid off. For purposes of clarification, seniority is defined under Article 5 a) of Schedule "B".
- d) When employees are to be called back for work they shall, except in emergency situations, be so notified at least three (3) calendar days prior to the date they are scheduled to report to work. Notice of their recall to work shall be directed to them by personal contact or registered mail at their last known address on record with Human Resources.e) When employees have been notified to report for work and they fail to do so at the appointed time and place, they shall forfeit their right to further recall unless their failure to report is proven to have been occasioned by circumstances beyond their control. Failing such proof, their failure to report to work shall be considered, on their part, as a voluntary severance of their employment with the City.

Pay for Work Performed

- 7 Employees shall be paid for the particular class or classes of work they perform in accordance with the rates of pay set forth in the schedules of this agreement.

Differentials

- 8. Shift differential rates to equal those listed under article 2002 b) of the permanent agreement.

Sick Leave

- 9.
 - a) Sick leave benefits, to a maximum of 1200 hours credit, shall be pro-rated on the basis of regular paid hours and assigned classification as follows:

First year of employment	
1885 regular hours per year	157 hours = 7.25 hours credit
2080 regular hours per year	173 hours = 8.00 hours credit
Accumulation thereafter	
1885 regular hours per year	157 hours = 10.87 hours credit
2080 regular hours per year	173 hours = 12.00 hours credit
 - b) Sick leave shall not accumulate while an employee is on approved sick leave with pay.
 - c) Employees will retain their accumulated sick leave benefits bank during periods of lay-off.
 - d) In the event that because of illness or injury employees are unable to perform their regular duties, those employees are entitled to leave with pay to a maximum of their sick leave benefits. This does not preclude the City from bringing back an employee who is otherwise entitled to paid sick leave to perform light duties, subject to authorization from the employee's personal physician.
 - e) An employee is not eligible for paid sick leave:
 - 1) during their first three (3) months of employment;
 - 2) for the time during which no work is available;
 - 3) for the time during which the employee would not normally be scheduled for work;
 - 4) for a day for which that employee receives general holiday pay;

- 5) for any time which that employee receives Workers' Compensation benefits or receives lost wages from Manitoba Public Insurance Corporation.
- 10.
- a) Temporary employees will be paid vacation pay on each pay period.
 - b) Once a temporary employee has worked continuously for a period of six (6) months, they are allowed to request the conversion of vacation pay to vacation accrual. Such request must be in writing and requires the approval of their Supervisor. Any refusals shall be based on a valid business reason.
 - c) A temporary employee who has been approved to accrue vacation and is subsequently laid off shall be allowed to continue to accrue vacation time immediately upon recall to the same department, provided the layoff period was less than six (6) months and the employee notifies payroll for processing when they return to work.
 - d) Such written requests must be submitted to Human Resources for processing. Once established, the employee will begin accruing vacation time in accordance with their earning rate. Vacation entitlements must be earned prior to the employee being able to use them.
 - e) Scheduling of any earned vacation time must be approved by the Supervisor
 - f) All accrued vacation time must be used by the end of the assignment period unless prior approval has been obtained from the department to which the employee is being transferred. Any unused accrual not authorized for carry forward will be paid out by the City at the rate at which it was earned.
 - g) Any temporary employee who is approved to accrue vacation but transfers or is recalled into a different department must submit a new request for accrual. Any refusals shall be based on a valid business reason.

LETTERS OF UNDERSTANDING

SICK LEAVE FUND

PURPOSE OF SICK LEAVE FUND

It is agreed by both parties that the purpose of the sick leave fund is to:

1. Provide short term income protection for permanent employees who, through illness, are temporarily unable to work and have exhausted all their sick leave benefits, vacation and general holiday leave and Employment insurance benefits.
2. Establish standards of sick leave usage which will determine funding of a sick leave bank.
3. Jointly discourage any possible abuse of sick leave usage by employees.

GUIDELINES FOR ADMINISTRATION

1 Composition of Joint Committee

UNION
2 members of the Canadian Union
of Public Employees Local #69

MANAGEMENT
1 member of the Human Resources
1 member from City department head level

2 Eligibility Standards

Eligibility for drawing benefits from the sick leave bank to be confined to permanent employees of this bargaining unit with five (5) or more years continuous service with the City.

3. Waiting Period

Employees who have established eligibility for benefits and who have exhausted all their sick leave benefits, vacation and general holiday benefits and employment insurance benefits, shall then make application for benefits from the fund.

4. Formula for Establishing Funds

- (a) Permanent employees in the bargaining unit with 12 months continuous consecutive service will have their sick leave usage record reviewed at the last pay period for the calendar year, to determine the number of sick leave hours utilized.
- (b) If the employee's record shows forty (40) hours or less of sick leave usage in the calendar year, eight hours shall be credited to the fund for the next calendar year.
- (c) If the employee's record shows eighty (80) hours of sick leave utilized in the calendar year, eight hours shall be debited from the fund towards the next calendar year.
- (d) The excess of the credits over the debits calculated during the current calendar year shall represent the number of credits put into a sick bank fund toward the next calendar year. In no cases shall the credit of hours total more than 400 hours or shall the debits be less than 0 hours and there shall be no carry over of any credits or debits into future calendar years.

5. Application for Benefits
Application forms can be obtained from Human Resources. Such applications are to be completed and forwarded to Human Resources as soon as possible after status of illness is known.
6. Medical Certificate
 - (a) Employee requests for benefits from this fund must be accompanied by a statement from a medical practitioner on a required form supplied by the City of Brandon certifying as to the employee's inability to perform their regular duties and outlining the nature of the illness and probable length of absence
 - (b) Employees on extended periods of benefits from the fund shall have their cases reviewed every pay period and if required by the sick fund committee, shall supply further medical evidence from the attending physician. Any expenses incurred shall be borne by the employee.
7. Basis For Payment From Fund
For each approved period of benefit from the fund, the following schedule of payments shall apply:
 - (a) Payments shall be based on the employee's regular rate of pay and paid on a bi-weekly basis.
 - (b) All required and all regular deductions will be deducted from benefits before payment to the employee.
8. Denial of Benefits
The Committee will deny benefits under the following circumstances:
 - (a) The employee is eligible to receive or is receiving some form of compensation under the Workers' Compensation Act or under a disability plan.
 - (b) The Committee, at its sole discretion, determines warrant denying benefits. The Committee's decision shall be final and not subject to the grievance procedure.
9. Terms
For those benefits within the jurisdiction of the parties to determine, there shall be no accumulation during the period an employee is receiving benefits from this fund.

HOURS OF WORK
in accordance with Article 1802

SANITATION

The regular hours of duty for the refuse truck drivers shall be 6:00 AM to 4:00 PM and will work Tuesday through Friday. See signed LOU for additional details

The Clerical Administrator's (Scale Operation) normal hours of duty shall be 8:00 AM to 5:00 PM Tuesday through Saturday.

Except for those mentioned above, the Sanitation Section's normal hours of duty shall be 7:00 AM to 4:00 PM Monday to Friday.

SPORTSPLEX: FACILITY OPERATORS

The standard hours of duty for the Facility Operator are ten (10) in any day and forty (40) in any week. Overtime rates will not be paid until the daily or weekly hours worked exceed the standard hours. For the purpose of determining benefit entitlement, any reference in the agreement to "day" shall be construed as meaning 8 hours.

For example: annual statutory holidays - entitlement would be 96 hours
(12 "days" x 8 hours/day)
sick leave accumulation would be at the rate of
8 hours (1 day) a month for the first year of employment and
12 hours (1 1/2 days) a month thereafter

WASTEWATER TREATMENT FACILITY

Members shall under normal operating conditions be scheduled to work not more than 84 hours bi-weekly. Normal operating shifts will consist of four (4) times twelve (12) hour shifts in one week, and (3) three times twelve (12) hour shifts in another week.

Under this schedule, it is agreed that hours above eighty (80) bi-weekly will be banked at the regular rate of pay into the employees banked time account. Employees, upon application to, and approval by the Chief Operator – Wastewater Treatment shall be granted time off not exceeding time accumulated in the employees banked time account.

WATER TREATMENT FACILITY

Members shall under normal operating conditions be scheduled to work not more than 84 hours bi-weekly. Normal operating shifts will consist of four (4) times twelve (12) hour shifts in one week, and (3) three times twelve (12) hour shifts in another week.

Under this schedule, it is agreed that hours above eighty (80) bi-weekly will be banked at the regular rate of pay into the employees banked time account. Each employee will at achievement of ten (10) weeks of continuous employment have banked a total of twenty (20) hours, and subsequently will be scheduled not more than five (5) times twelve (12) hour shifts in weeks eleven (11) and twelve (12), unless otherwise arranged.

TRAINING AND DEVELOPMENT OPPORTUNITIES FOR EMPLOYEES COVERED BY THIS COLLECTIVE AGREEMENT

The parties established a committee, Labour Management, to consider the manner in which training and development opportunities may be structured to enable employees who do not possess the required educational and/or experience qualifications for the specified higher level positions to become qualified for such positions. The committee shall be comprised of two (2) union appointed representatives and two (2) City appointed representatives; however others may be involved to provide information on an as-required basis. Sub-committees may be established by the main committee to consider specific projects.

Discussions may include, but are not limited to the following:

1. The educational and experience requirements for each classification or group of positions.
2. Possible career paths for employees represented by C.U.P.E. Local #69 in each of the classifications referenced in this Letter of Understanding.
3. Options for training and development including the timing for completion of courses, on-the-job training and length of time to attain the necessary work experience.

EARLY RETIREMENT BENEFIT

The City of Brandon and the Canadian Union of Public Employees, Local #69 agree that this Letter of Understanding will only apply to eligible permanent employees employed by the City of Brandon.

- 1 There shall be a \$200.00 per month payment for a period of 60 continuous months from the date of retirement or until the employee reaches age 65 or the Municipal Employees Benefits Program (M.E.B.P.) implements a 6% of Canada Pension Plan (C.P.P.) maximum contribution bridging benefit from retirement to age 65 or any future amendments implemented by M.E.B.P. for retirement beyond age 65.
- 2 Only eligible employees who retire and qualify for a pension under M.E.B.P.'s new "Rule of 80" formula are eligible for the \$200.00 per month retirement benefit. The "Rule of 80" is a combination of the employee's age and length of employment service as recognized by M.E.B.P.
- 3 Should an employee on the 60 month \$200.00 per month benefit die prior to exhausting their entitlement, the unpaid balance shall be paid as a lump sum to the registered spouse, or in the case of no spouse, the estate of the deceased employee.
- 4 The parties agree that until M.E.B.P. implements a 6% of Canada Pension Plan maximum contribution bridging benefit as referred to in paragraph 1, there will be no requests to re-negotiate this Letter of Understanding from either party and further that this Letter of Understanding will cease to exist when M.E.B.P. implements the above 6% bridging benefit.
- 5 The City agrees to provide payment of this benefit to eligible employees

STAND-BY GUIDELINES -- INFORMATION TECHNOLOGY

Standby coverage will be in effect from 5:00 p.m. to 8:00 a.m. Monday to Thursday, and from Friday at 5:00 p.m. through to Monday at 8:00 a.m. Remuneration for this service shall consist of two dollars (\$2.00) per hour of standby time or one hundred twenty-six dollars (\$126.00) per standard weekend. Should the weekend of coverage include a holiday, an additional twenty-four (24) hours of coverage or forty-eight dollars (\$48.00) shall be added.

If the issue can be solved without having to attend the site the time spent will be credited or paid at one and one half (1.5) times the number of hours worked, with a minimum number of hours worked of one (1) hour. For on-site call-out the provisions of Article 18 (Overtime) will apply.

Standby pay will not be paid for those hours of overtime worked during the standby period.

SEWER & WATER CERTIFICATION

The Provincial Government has introduced new certification requirements with regard to Collection and Distribution Facilities. In response to this the City is encouraging its employees in the Sewer and Water Collection and Distribution section to obtain the stated certification. While it is not a requirement for all these individuals to hold the requisite certifications the City recognizes the benefit which can be derived from having all of its employees in the area properly certified.

- 1) Education and Examinations – if all things are equal, seniority will be the deciding factor.
- 2) Management will assign responsibility (delegate) Direct Responsible Charge (DRC) to ensure that employees can obtain their certification.

- 3) Management will be responsible for keeping track of DRC hours. Employees will be responsible to accurate record time spent on equipment/facilities on a timesheet provided by the employer.
- 4) Should an employee be requirement by management to obtain their Education and Examinations outside their normal hours of work, they shall be paid for all hours at the applicable rate of pay including travel time and any other related expenses (as per the City of Brandon Policy).
- 5) Any employee who, with prior approval of the City, successfully passes the tests of either the Class 3 or 4 Wastewater Collection or Class 3 or 4 Water Distribution during the term of this agreement (2019-2023) will receive a one-time payment of five hundred dollars (\$500) for each of the successfully passed tests.

PERMANENT LEADHAND ASSIGNMENT

With regard to the permanent Leadhand assignments, where vacancies occur, the opportunity will be posted in accordance with Article 10 (Promotions and Transfers) and is open to any qualified employee within the section of the vacancy.

PRESENT INCUMBENT ONLY

It is recognized there are individuals currently earning a salary greater than what is set out in the Schedule "A" classification for their position. For the term of this contract the City is prepared to identify these individuals as Present Incumbent Only while they hold their current positions. Movement within the organization to other positions will result in them being moved to the proper classification for the position they are posting into. Individuals hired into the vacated positions will be paid at the salary established by the appropriate Schedule A classification. Further, in the event an individual is assigned to these positions in a relieving capacity such individual will be paid in accordance with the appropriate relieving rate for the position as established by the Schedule "A" classification. (See separate LOU for information regarding specific named employees.)

PERMANENT EMPLOYEE SECURITY

In light of the current COVID-19 pandemic, the employer agrees, on a one-time only basis, that no permanent employees will be laid off during the time period encompassing the date of ratification of the new Collective Agreement until December 31, 2023. Should a reduction of staff be required in any area of the City of Brandon's operations, any affected permanent employees will be accommodated in other departments, at the rate of pay they were earning at the time of accommodation, unless they choose to accept layoff instead.

This LOU shall expire on December 31, 2023, regardless of whether a new Collective Agreement has been ratified

PAID QUARANTINE / ISOLATION LEAVE

In light of the current COVID-19 pandemic, the Employer agrees, one time only, to grant each permanent employee paid time off to be used specifically when an employee is required, in order to comply with a Provincial or Federal Health Order, to self-isolate or self-quarantine. Such leave will be effective as of the date of ratification, and will not apply retroactively.

A total of forty (40) hours (for 8 hour employees) or thirty-six and a quarter (36.25) hours (for 7.25 employees) shall be granted to each permanent employee per year (2021, 2022 & 2023).

The quarantine bank is separate from the sick bank, and cannot be used for any reason other than those identified above and subject to the conditions below:

- Can only be used when the employee's sick bank and banked time is exhausted
- Can be used to care for dependent children under the age of 12 who are required to self-isolate
- Upon request, the employee may be required to provide proof of testing or compliance with applicable health order
- Cannot be paid out upon termination, resignation, layoff, or retirement.
- Cannot be used if the employee voluntarily chooses to take action that requires quarantine or self-isolation (ie. Travels to an area that requires quarantine/isolation upon their return)

