

**TOWN OF VIRDEN**

FROM: June 1, 2021

TO: May 31, 2025

# President's Message



Dear Member,

A union collective agreement is like a Charter of Rights. It explains, protects and guarantees your rights on the job. It stipulates the wages you must be paid, the benefits you must receive. It puts down on paper your right to dignity and respect at work.

It is important that you know your rights, the wages and benefits you are entitled to receive. Please take the time to read through this agreement. If you have any questions about it, talk to a shop steward in your workplace or phone your full-time union representative. They are also the people to talk to if you feel the rights and benefits outlined in this document are not being provided to you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Traeger', with a stylized flourish at the end.

Jeff Traeger,  
President UFCW Local 832



# TOWN OF VIRDEN

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**EXPIRY DATE: MAY 31ST, 2025**

AGREEMENT BETWEEN:

**TOWN OF VIRDEN**, located in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

**WHEREAS: THE EMPLOYER AND THE UNION DESIRE TO COOPERATE IN ESTABLISHING AND MAINTAINING CONDITIONS WHICH SHALL PROMOTE A HARMONIOUS RELATIONSHIP BETWEEN THE EMPLOYER AND THE EMPLOYEES COVERED BY THIS AGREEMENT, TO PROVIDE METHODS FOR A FAIR AND AMICABLE ADJUSTMENT OF DISPUTES WHICH MAY ARISE BETWEEN THEM AND TO PROMOTE EFFICIENT OPERATION,**

**NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:**

**ARTICLE 1            NATURE OF THE BARGAINING UNIT**

1.01            The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all persons employed by the Town of Virden, in the Province of Manitoba, except Chief Administrative Officer, **Economic Development Manager, Office/Human Resource Manager, Chief Financial Officer, Utilities Manager, Community Development Manager**, Manager of Parks and Recreation, Executive Assistant, Confidential Secretary, Accounting Clerk, RCMP Secretary and those excluded by the Act.

1.02            The Employer agrees to provide the Union on request or when changes are made with a list of names of all employees excluded from this Agreement, as indicated above.

1.03 The bargaining unit shall not include persons hired for a specific time period under government sponsored work projects whose wage rates and conditions of employment may be established from time to time by the Employer. In the event that government sponsorship is obtained for fewer persons than planned but for at least one (1) such person, the Employer may then hire up to three (3) non-sponsored employees at the same wage rates, term, and conditions of employment as those for which sponsorship was received, and said employees shall not be included in the bargaining unit. The combined total of such employees that may be employed at any one time shall not exceed four (4). Such persons shall not replace positions within the bargaining unit.

## **ARTICLE 2**      **DEFINITIONS**

2.01 **Full-time Employee**: shall mean an employee employed on a regularly scheduled basis for the full prescribed hours of work in Article 15.

2.02 **Part-time Employee**: shall mean an employee employed on a regularly scheduled basis for less than the prescribed hours of work in Article 15.

2.03 **Masculine or Feminine Gender**: when the masculine is used it shall also mean the feminine gender wherever applicable, and vice versa.

2.04 **Plural and Singular**: when the plural is used, it shall also mean the singular wherever applicable, and vice versa.

2.05 **Union Representative**: shall mean any person who is employed by the Union to represent its members in any capacity.

2.06 **Promotion**: shall mean the permanent assignment from one wage classification to another with a higher rate of pay.

2.07 **Demotion**: shall mean the permanent assignment from one wage classification to another with a lower rate of pay.

2.08 **Layoff**: shall mean the removal of an employee from employment due to a shortage of work, a shortage of funds, or due to reorganization.

## **ARTICLE 3**      **UNION SHOP**

3.01 The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members

within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff. The Union will not require the Employer to terminate an employee who has been expelled from membership in the Union.

3.02 The Employer agrees to provide each new employee and rehired employee, at the time of employment, with a form letter supplied by the Union, outlining to the employee his or her responsibility in regard to payment of Union dues and initiation fees.

3.03 The Employer agrees to forward Exhibit One, as attached to this Agreement, duly completed, to the Union within ten (10) calendar days from the date of hire or rehire of the employee. The Union shall bear the expense of printing and mailing the letter, the contents to be such that it is acceptable to the Employer.

3.04 The Employer agrees to provide the Union once a month with a list containing the names and Social Insurance Numbers of all employees who have terminated their employment during the previous month.

#### **ARTICLE 4 DEDUCTION OF UNION DUES**

4.01 The Employer shall deduct from the wages of each employee, such Union dues, initiation fees and assessments as are authorized by the Union. The Employer further agrees to deduct the Union dues automatically from the wages of new or rehired employees' first pay. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and shall be accompanied by a four (4) or five (5) week or monthly electronic Excel statement of the names and Social Insurance Numbers of the employees for whom deductions were made and the amount of each deduction. The Employer shall also provide the Union, when remitting the statement, with the name change of employees.

4.02 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article save and except for an error committed by the Employer.

4.03 Each year the Employer will calculate the amount of Union dues deducted from the employees' pay and indicate same on the T-4 slip of each employee no later than February 28th.



## **ARTICLE 5**      **SHOP STEWARDS**

5.01                    The Employer shall recognize two (2) Union Shop Stewards appointed and/or elected by the Union to represent employees in the bargaining unit. The Employer further recognizes the right of the Shop Stewards to oversee the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and/or grievances to management.

5.02                    The Union acknowledges that the Shop Stewards' primary responsibility is to the Employer. Shop Stewards shall therefore limit their activities to such time periods so as to not unduly interfere with or disrupt the operation of the Employer. The Employer will normally permit a Shop Steward to conduct Union business during said Shop Steward's working hours providing that the Shop Steward has requested permission prior to conducting the Union business and subject to the request being for a reasonable period of time.

5.03                    The Employer shall not discriminate against any member of the bargaining unit and/or Shop Steward for exercising their rights under the terms of the Collective Agreement.

5.04                    Shop Stewards shall be allowed to wear their Shop Steward's badge while on duty.

5.05                    The Union and/or Shop Steward shall acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment.

## **ARTICLE 6**      **UNION REPRESENTATIVE'S VISITS**

6.01                    Duly authorized full-time representatives of the Union shall be entitled to visit all areas of the Employer's operation after first notifying the appropriate management person, for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented. A bargaining unit employee who normally works in the restricted areas of the Employer's operation shall accompany the Union Representative at all times during such visits and all such time spent by said bargaining unit employee shall be considered as time worked.

6.02                    The interview of an employee by a Union Representative shall be permitted after notifying the appropriate management person and shall be:

- (a)                    carried on in a place designated by management;
- (b)                    held whenever possible during the employee's lunch period; however, if this is not practical;

- (c) held during regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of management;
- (d) held at such time as will not interfere with service to the public.

6.03 The Employer shall not unreasonably deny access to a Union Representative for the purpose of conducting brief meetings with employees of the Employer.

## **ARTICLE 7 NO STRIKES AND LOCKOUTS**

7.01 The Union and all its Representatives agree that there shall be no strikes, picketing, sitdown, slowdown, or any suspension of or stoppage of or interference with work during the term of this Agreement.

7.02 The Employer agrees that it will not engage in any lockout during the term of this Agreement.

7.03 In the event that any employee(s) strike or take any action contrary to 7.01 above, then the Union shall instruct said employee(s) to return to work and perform his or her usual duties.

## **ARTICLE 8 BULLETIN BOARDS**

8.01 The Employer shall allow the Union to install its own bulletin board on the Employer's premises. The location of the bulletin board shall be mutually agreed to between the Employer and the Union and shall be situated in a prominent place.

8.02 The Union shall have the right to post notices that are of a direct interest to the Union and the employees covered by this Collective Agreement.

## **ARTICLE 9 PROBATIONARY PERIOD**

9.01 An employee shall serve a one hundred and twenty (120) calendar day probationary period from his or her last date of hire. The employee shall obtain seniority dated back to his or her last date of hire following the successful completion of his or her probationary period.

9.02 Probationary employees shall not have recourse to any grievance or arbitration procedures in the event the services of such employee are terminated by the Employer during the probationary period. The Union shall not have recourse to any grievance or arbitration procedures for or on behalf of any probationary employee.

## **ARTICLE 10      SENIORITY**

10.01                      Seniority shall be defined as the length of continuous service since the employee entered the bargaining unit.

10.02                      Seniority shall continue to accumulate during all layoffs, during all paid and unpaid authorized leaves of absence, during all periods of sickness and/or injury, and during all time that an employee is receiving Workers Compensation benefits.

10.03                      An employee shall lose his or her seniority and his or her employment shall cease for any one (1) or more of the following reasons:

- (a)      the employee resigns; or
- (b)      the employee is discharged by the Employer and is not reinstated through the grievance and arbitration procedure contained in the Agreement; or
- (c)      the employee has been on layoff continuously for twelve (12) months; or
- (d)      the employee fails to return to work on recall from a layoff within fifteen (15) calendar days following the date on which a registered letter was sent to his or her last known address or within fifteen (15) calendar days following direct contact with a management representative of the Employer; or
- (e)      the employee is absent from work without an acceptable explanation for a period of two (2) or more consecutive working days; or
- (f)      the employee fails to return to work on the day specified in accordance with an approved leave of absence unless a satisfactory reason is given by the employee; or
- (g)      the employee, in a work related context, commits a significant act of theft and/or violence, or if the employee wilfully destroys the property of others, subject to the grievance and arbitration procedures.

10.04                      Part-time employees will not be hired to perform the work of a present full-time employee on a permanent replacement basis. This does not preclude the Employer from laying off a full-time employee and offering said employee any part-time position.

10.05 The Employer agrees that an employee may accept or decline a transfer to any position outside the bargaining unit as defined in Article 1 of this Agreement.

10.06 Daily available hours of work within their classification shall be scheduled to the most senior part-time employee first and thereafter in decreasing order of seniority, providing the employee is available and willing to work the hours.

10.07 No full-time employee within their classification shall be reduced to part-time status by the Employer unless all present part-time employees within the same classification have been laid off first.

10.08 Seniority for full-time employees shall apply amongst full-time employees and it is agreed that all full-time employees shall have seniority over part-time employees. Part-time employees shall have seniority only over other part-time employees. Part-time employees who become full-time shall begin accumulating their full-time seniority at that time.

10.09 In January and July of every calendar year, the Employer shall post the full seniority list showing the name, position and start date of each employee. The Union shall be emailed a separate seniority list in Excel format that contains the following information: start date, seniority date, classification, department (if applicable), rate of pay, FT/PT status, employee number, mailing address, email address (if provided to the employer), telephone number and S.I.N. of all bargaining unit employees including those on leave (including the type of leave).

10.10 Seniority shall be the governing factor for relieving another employee in a higher paying classification, providing the more senior employee has the ability to be able to perform the normal functions of the job.

10.11 Employees within the bargaining unit, who accept a position with the Employer which places them outside of the bargaining unit, shall continue to accumulate seniority for the purpose of this Agreement, for a period of **one hundred and twenty (120) days**. Said employees shall be entitled to return to the bargaining unit and their former job at any time during the **one hundred and twenty (120) day** period if they so choose. Employees who remain outside of the bargaining unit beyond the **one hundred and twenty (120) day** time limit shall keep the seniority they had immediately prior to leaving the bargaining unit in the event they eventually return to the bargaining unit, but shall not, in such cases, accumulate any seniority for the time period that they were outside of the bargaining unit beyond the **one hundred and twenty (120) day** limitation.

## **ARTICLE 11        LAYOFF AND RECALL**

### **11.01                Notice of Layoff**

The Employer shall notify an employee who is to be laid off fourteen (14) calendar days prior to the effective date of the layoff or provide payment for scheduled days of work during the notice period.

### **11.02                Layoff**

Employees will be laid off work in reverse order of seniority subject to senior employees possessing the ability and qualifications sufficient to be able to perform the normal functions of the required duties.

### **11.03                Recall to Work Process**

Employees will be recalled to work in order of seniority, provided they possess the ability and qualifications sufficient to be able to perform the normal functions of the required duties.

### **11.04                Hiring of New Employees Prohibited**

No new employees may be hired if an employee on layoff is able and willing to return to work and providing the employee possesses the ability and qualifications sufficient to be able to perform the normal functions of the required duties.

## **ARTICLE 12        JOB POSTINGS/VACANCIES AND NEW POSITIONS**

12.01                The Employer shall post notice of new or vacant positions within the bargaining unit for a period of nine (9) calendar days. The notice shall list the date of posting, the typical duties required, anticipated shift pattern, the qualifications and abilities, classification and wage rate. The Employer shall fax or email a copy of the job posting to the Union office within three (3) calendar days of the initial posting. Extension of the dates within this clause shall only occur by mutual agreement between the Employer and the Union in writing.

12.02                Vacancies and new positions within the bargaining unit that are to be filled by existing employees shall be filled within twenty-one (21) calendar days following completion of the nine (9) calendar days the vacancy and/or new position was posted for bids. Extension of the dates within this clause shall only occur by mutual agreement between the Employer and the Union in writing.

12.03 Employees who are going to be absent from their place of employment may, prior to their leaving, apply in writing for specific job vacancies or new positions that might occur during their absence.

12.04 Where the abilities of applicants are relatively equal, seniority shall be the determining factor in making a selection.

12.05 An employee who has successfully bid into a new or vacant position shall be on a trial period of three (3) months. If the employee is required to revert to his or her former position or if the employee voluntarily decides to return to his or her former position during this three (3) month trial period, said employee shall be entitled to do so without any loss of benefits and seniority and shall receive his or her former rate of pay. Any other employee affected shall also be returned to his or her former position at his or her former rate of pay without loss of seniority and benefits.

### **ARTICLE 13 MEAL AND REST PERIODS**

13.01 Employees who are working a shift of at least five (5) hours shall receive a sixty (60) minute meal period that may be interrupted or uninterrupted at the Employer's discretion.

Meal periods that are to be interrupted shall be with pay and employees so scheduled shall be required to remain at the workplace during their meal period.

Meal periods that are to be uninterrupted shall be without pay and employees so scheduled shall be free to leave the workplace during their meal period.

13.02 An uninterrupted rest period of fifteen (15) minutes with pay will be provided to each employee who works a shift of at least three (3) hours. Where the employee is working a shift of at least seven (7) hours he or she shall be entitled to a second uninterrupted rest period of fifteen (15) minutes with pay.

13.03 All meal periods shall include any travel time both to and from all work locations, rest areas, eating facilities, offices and washrooms.

13.04 Employees who are required to work in excess of one (1) hour of overtime on the completion of their eight (8) hour shift shall receive an uninterrupted fifteen (15) minute rest period with pay at the beginning of the second hour of overtime, and shall receive an additional uninterrupted fifteen (15) minute rest period with pay for each additional two (2) hours of overtime worked.

## **ARTICLE 14            MANAGEMENT'S RIGHTS**

14.01            Except as, and to the extent specifically modified by the Agreement, all rights and prerogatives of management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its management. Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a)            the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its employees; to discipline and discharge employees for just cause;
- (b)            the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall, and suspend employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to require employees to work overtime;
- (c)            the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standards of work and service; whether to make or buy goods and services; the schedules of work and of service; the number of shifts, the methods, processes and means of performing work; job content and requirements; quality and quantity standards; the qualifications of employees; the use of improved methods, machinery and equipment; whether there shall be overtime work and who shall perform such work; the number of employees needed by the Employer at any time and how many shall operate or work on any job, operation, or machine; working hours; the number of hours to be worked; starting and quitting time;

and generally the right to manage the Town without interference are solely and exclusively the right of the Employer.

14.02            The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

14.03            In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

14.04            The Employer shall act reasonably, fairly and in good faith with respect to any matter which is not covered by the Collective Agreement but which affects the bargaining agent or any employee bound by the Collective Agreement.

## **ARTICLE 15      HOURS OF WORK**

15.01                      The normal hours of work shall not exceed eight (8) hours per day nor forty (40) hours per week. General Holidays paid to an employee shall form a part of their normal hours of work per week and shall be deemed to be time worked for the purpose of Article 16 of this Agreement.

15.02                      Subject to the provisions set out in Article 15.03, and with the exception of the meal period, an employee's shift for the day shall be comprised of consecutive hours of work.

### **15.03                      Inspection Rotation**

Sewage and water employees who are classified as "Operator in Training", "Plant Operator I", "Plant Operator II", "Plant Operator III" and "Supervisor/Foreman" shall be required to work a weekend shift and a general holiday shift on a rotational basis as required **as part of their regular forty (40) hour weekly shift. Each weekend shift shall be four (4) hours in length and** require inspection and routine maintenance of the Town's water and sewer facilities twice on Saturday and twice on Sunday and twice on each general holiday at times which may be designated by the Manager of Utilities and Works.

Employees scheduled to work inspection rotation on either a Saturday or a Sunday will be paid overtime at one and one half (1 ½) times their regular rate of pay for all hours they work on the Saturday or Sunday but in no event will they be paid less than five (5) hours at their regular hourly rate of pay for each such Saturday or Sunday. **This paragraph does not apply so long as four (4) hour weekend shift rotations are in effect.**

Employees scheduled to work inspection rotation on a General Holiday will be paid overtime at two (2) times their regular rate of pay for all hours they work on the General Holiday but in no event will they be paid less than ten (10) hours at their regular hourly rate of pay for each such General Holiday. **This paragraph does not apply so long as four (4) hour weekend shift rotations are in effect.**

The benefits of this Article 15.03 shall not be compounded with the provisions of Article 16, Overtime. This Article 15.03 does not prevent the Employer from scheduling sewer and water employees to regular forty (40) hour shifts which include weekends and general holidays if overtime costs for "inspection rotation" becomes excessive.



## **ARTICLE 16**      **OVERTIME**

16.01                      Overtime work shall be required as declared by the Employer. All overtime work shall be distributed amongst employees who normally perform the work required.

16.02                      Overtime rates of one and one-half (1½) times the employee's regular hourly rate of pay shall apply for hours worked in excess of eight (8) hours per day or forty (40) hours per week.

16.03                      Overtime may be taken as pay or banked time off at the discretion of the employee. The maximum amount of banked time off that can be accumulated at any one (1) time shall not exceed fifty-six (56) hours unless otherwise approved by management. Employees who choose to bank time off in lieu of overtime pay shall accumulate one and one-half (1½) or two (2) hours of paid time off, as the case may be, for each hour of overtime worked. All such banked time off shall be taken at a time that is mutually agreeable between the employee concerned and the Employer.

16.04                      Prior to utilizing any banked time accumulated through overtime or on-call duty, an employee must receive the prior authorization of the Employer designate.

16.05                      Except in the case of an emergency, all overtime must be approved prior to the employee working it, by the employee's immediate supervisor.

## **ARTICLE 17**      **SHIFT PREMIUM**

17.01                      Shift premium of one dollar and **fifty (\$1.50)** cents per hour will only be paid for time worked outside of the hours of 7:00 AM to 6:00 PM., except that shift premium will not apply to:

- those shifts where overtime is applicable to any of the hours worked in that shift; and
- General Labourer I and Recreation Technician classifications, unless those staff are required to work between the hours of 11:00 pm and 6:00 a.m., at which time they shall be paid a premium, in addition to their regular hourly rate of one dollar and **fifty (\$1.50)** cents per hour for all hours worked between 11:00 pm and 6:00 a.m. Premium pay for night shift shall not be added to the employees' hourly rate for the purpose of computing overtime under Article 16.

## **ARTICLE 18**      **ON-CALL DUTY**

18.01                      On-call duty shall be time assigned by the Employer during which an employee, **working in the sewage and water department**, is required to be available to report for work without delay when necessary.

18.02                      Employees who are assigned on-call duty shall be paid an allowance of thirty (\$30.00) dollars for each full day the employee is so employed.

18.03                      On-call duty shall be equitably rotated amongst employees whose classification requires such duty.

## **ARTICLE 19**      **MINIMUM SHIFT**

19.01                      Full-time employees shall not be scheduled to work for less than eight (8) hours in any one (1) shift, **other than provided for under Article 15.03 Inspection Rotation**. If no work or insufficient work is available, said employees shall nevertheless be paid for the full eight (8) hours, **or four (4) hours as provided for under Article 15.03**, at their appropriate hourly rate of pay.

19.02                      Part-time employees shall not be scheduled to work for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employees shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

19.03                      Unless otherwise specifically provided for in this Agreement, no employees shall be called in and required to work outside of their scheduled hours for less than three (3) hours in any one (1) shift. If no work or insufficient work is available, said employees shall nevertheless be paid for the full three (3) hours at their appropriate hourly rate of pay.

19.04                      Employees may be called in and required to work outside their scheduled hours to respond to facility alarms for not less than **two point five (2.5)** hours. If no work or insufficient work is available, said employees shall nevertheless be paid for the full **two point five (2.5)** hours at their **regular** hourly rate of pay. For those employees who can respond to the alarm from their home computer, a minimum of one (1) hour will be paid. Alarms that reoccur within the same **two point five (2.5)** hours or one (1) hour time frame, as the case may be, originating from the same facility, will be considered as the same call in.

## **ARTICLE 20            WAGE RATES AND CLASSIFICATIONS**

20.01                      Employees shall be paid as a minimum the rates of pay outlined in Appendix "B" attached hereto and forming part of this Agreement.

20.02                      Rates of pay for any new classification that may be established by the Employer, and which comes within the scope of this Agreement, shall be the subject of negotiations, and the Employer shall have the right to temporarily establish an hourly rate to be paid until the regular rate of pay for this new position has been agreed upon. If the Employer and the Union cannot reach an agreement, then at the request of either party, the matter shall be submitted to the arbitration procedure contained in this Agreement. The Employer and the Union mutually agree that an Arbitrator appointed in accordance with the terms of this Agreement, shall have the right to determine the hourly rate of pay to be paid for this new classification and the Employer and the Union further agree that the Arbitrator's decision shall be final and binding upon all parties concerned.

## **ARTICLE 21            EMPLOYEES' PAY DAY**

21.01                      Wages will be paid every second Thursday by 12:00 noon. The cut-off day for the purpose of calculating wages due will be the preceding Sunday.

## **ARTICLE 22            TEMPORARY ASSIGNMENTS**

22.01                      Employees who are temporarily assigned by the Employer to work in a higher paying classification for one (1) working day or more shall be paid, for all consecutive time so employed, at the increment level in the higher paying classification which is closest to but provides such employees with an increase in wage over their pay rate in their lower paid position.

In the event the employee has received the required operator and safety training required for proficiency in the higher classification, as confirmed in writing by the Foreman of that Department to the employee prior to the work being assigned, in which case the employee shall only be required to work four (4) hours consecutive or more to receive the pay at the higher classification as above.

**The employee who is designated as on call in the Water Works Department will receive a fifty (\$.50) cent per hour wage increase every time they are responsible for operating the on call phone during their regularly scheduled hours. This increase will not apply to hours worked outside of their regularly scheduled shift due to an alarm call or emergency service call. This wage increase will be maintained until such time as an employee progresses to the "Foreman" position as outlined under the CBA.**

22.02 Any employee who is temporarily assigned to work in a lower paying classification shall nevertheless continue to receive his or her higher rate of pay for all time so employed.

## **ARTICLE 23**      **GENERAL HOLIDAYS**

23.01 The following days shall be recognized and considered as general holidays for which all employees shall suffer no reduction in pay on account of the closing of the Employer's business:

New Year's Day	Civic Holiday (August)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

23.02 The Employer agrees to recognize as a general holiday any additional day that is proclaimed as a holiday by the Federal or Provincial Government.

23.03 Where any of the general holidays referred to in Article 23.01 and 23.02 above fall on a Saturday or Sunday, the immediate following working day shall be observed as the holiday.

23.04 An employee is entitled to regular pay for a holiday on which he or she does not work provided the employee:

- (a) did not fail to report for work after having been scheduled to work on the day of the holiday unless the absence is by reason of verified illness and/or injury; and
- (b) did not absent himself or herself from work without the Employer's consent on the regular working day immediately preceding or following the holiday unless the absence is by reason of verified illness and/or injury.

23.05 Any employee required to work on a general holiday will, in addition to general holiday pay, receive double (2) time for all hours worked on the general holiday.

23.06 All full-time employees shall receive eight (8) hours' pay at their regular hourly rate of pay for each general holiday.

23.07 All part-time employees shall receive general holiday pay in an amount equal to five (5%) percent of their total earnings, excluding overtime, that was paid to the employee during the four (4) complete calendar weeks immediately prior to the week in which the general holiday occurs.

## **ARTICLE 24 VACATIONS WITH PAY**

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

24.02 Annual vacation for full-time employees shall be earned at the rate of:

- (a) three (3) weeks' vacation with pay after one (1) complete continuous vacation year;
- (b) four (4) weeks' vacation with pay after eight (8) complete continuous vacation years;
- (c) five (5) weeks' vacation with pay after fifteen (15) complete continuous vacation years;
- (d) six (6) weeks' vacation with pay after twenty (20) complete continuous vacation years.

24.03 Employees entitled to three (3), four (4), five (5) or six (6) weeks' vacation and who leave their employment, or whose employment is terminated, shall receive a vacation allowance in an amount equal to six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent, as the case may be, of their total wages earned during the period of employment for which no vacation allowance has been paid. Employees with less than one (1) year of completed service will be paid four (4%) of their total wages earned during the period of employment for which no vacation allowance has been paid.

24.04 Employees must use all vacation entitlement prior to December 31st of the year following that year in which it was earned.

24.05 Where a general holiday falls within the vacation period of an employee, one (1) additional working day with pay shall be added to the employee's vacation entitlement in lieu of the general holiday.

24.06 Employees shall request in writing, a minimum fifty (50%) percent of their vacation entitlement by February 28 of each year. The remaining fifty (50%) percent of vacation entitlement shall be requested, in writing, a minimum of thirty (30) days prior to the time requested where possible. The Employer will approve such requests as quickly as

possible after having given consideration to employee preference, individual circumstances, the needs of the Employer and seniority. Requests shall not be unreasonably withheld.

24.07 If a full-time employee becomes confined to his or her home or in the hospital due to a serious illness or injury while on vacation, the employee may file a claim for paid sick leave benefits and/or long term disability benefits and the balance of the employee's vacation will then be rescheduled following the employees return to work. The Employer may require the employee to provide a medical certificate verifying the confinement to home or hospital.

24.08 Vacation pay shall be paid to full-time employees no later than the regular pay day immediately preceding the beginning of the employee's vacation providing the employee makes a written request for said vacation pay on their time sheet prior to the date on which the vacation pay is required.

24.09 Part-time employees shall receive their accrued vacation pay on each paycheque and entitlements shall be consistent with the percentages of vacation pay that are given to full-time employees, unless they request that their vacation pay be accumulated and paid out at the time their vacation is taken.

24.10 Upon written request of the employee, the Employer shall grant time off for vacation purposes, without pay, to part-time employees, based on the full-time employees' schedule of vacation entitlements.

24.11 A part-time employee proceeding to full-time employment, shall be credited with the length of continuous service with the Employer as a part-time employee for the purpose of establishing full-time vacation credits. This is conditional on the employees' service being continuous from part-time to full-time.

## **ARTICLE 25 LEAVES OF ABSENCE**

### **25.01 Personal Leave**

A leave of absence without pay, for good and sufficient personal reasons, may be granted to an employee provided it is for a period of no longer than six (6) months. A written application for such leave must be made by the employee to the Employer at least two (2) weeks prior to the commencement of the proposed leave, where circumstances reasonably permit. A request for such leave shall not be unreasonably denied by the Employer.

25.02                    **Union Business Leave**

The Employer may grant a leave of absence for Union business where it receives a written request from the employee or the Union at least fourteen (14) calendar days in advance of the date of the requested leave. Any such request shall not be unreasonably denied. The Employer will pay the employees on such leave for the hours they would normally have been at work on such days had they not been on union business leave. The Employer will then bill the Union for all lost wages and the Union will remit payment within thirty (30) calendar days of receipt of the invoice.

25.03                    **Full-time Union Duties Leave**

Leave of absence without pay may be granted to one (1) employee at any one (1) time upon the request of the Union in order for the employee to engage in full-time Union activities. The leave shall be requested in writing by the Union and such leave shall be for a period of up to one (1) year.

25.04                    **Negotiation Leave**

The Employer agrees to allow one (1) employee per department time off for the purpose of attending negotiations for the renewal of the Collective Agreement. The Employer will pay the employees on such leave for the hours they would normally have been at work on such days had they not been on negotiation leave. The Employer will then bill the Union for all lost wages and the Union will remit payment within thirty (30) calendar days of receipt of the invoice.

25.05                    **Bereavement Leave**

- (a)     An employee shall be granted bereavement leave for immediate family members, including step and foster family members, as follows:
- up to five (5) working days with pay in the event of the death of the employee's spouse, common law spouse, child, parent, brother, sister or fiancé.
  - up to three (3) working days with pay in the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law or grandchild.
  - up to two (2) working days with pay in the event of the death of the employee's aunt, uncle, niece or nephew.

- (b) Additional travel time without pay may be granted at the discretion of the Employer.
- (c) An employee shall be granted the necessary time off work without loss of regular wages to a maximum of eight (8) such hours in order to attend a funeral as an actual pallbearer or eulogist of a person who is not a member of the employee's immediate family as listed in the 25.05 (a) above.
- (d) If requested, the Employer may grant additional bereavement leave without pay.

#### 25.06 **Compassionate Care Leave**

Employees who have been employed with the Employer for at least thirty (30) calendar days may request time off without pay for compassionate care purposes in order to provide care or support for a terminally ill family member. Such a request for a leave of absence will be granted by the Employer provided that the employee provides to the Employer, as far in advance as possible, a certificate from a physician which states that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the day the certificate is issued and that the family member requires the care or support of one or more family members. The Employer will grant no more than two (2) periods of leave totaling no more than eight (8) weeks, which leave must end no later than twenty-six (26) weeks after the day the first period of leave began, and will complete a Record of Employment so that the employee may apply for Employment Insurance benefits.

It is understood that should a death occur during or after the compassionate care leave, the employee shall be eligible for bereavement leave as per Article 25.05, Bereavement Leave, of this Collective Agreement.

#### 25.07 **Maternity Leave**

A female employee shall be granted a maternity leave of absence by the Employer. Said employee shall be re-employed by the Employer after the birth, and must do so within twenty (20) weeks unless she wishes to take parental leave immediately following her maternity leave.

Where an employee intends to return to work immediately following her maternity leave she must give the Employer a minimum of two (2) weeks' notice in advance of the day she intends to return to work. As well, she must provide the Employer with a doctor's certificate, certifying her to be medically fit to work.



In cases of physical complications, the employee may request an extension of her leave of absence up to but not exceeding an additional thirteen (13) weeks, provided such request is accompanied by a doctor's certificate setting out the nature of the complications.

Eligible employees may be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the Employment Insurance Act.

Accumulated paid sick leave and/or group insurance benefits (or similar benefits) required because of a medical condition directly attributable to pregnancy, shall be granted to employees under the same conditions as these benefits are granted to other employees.

25.08                    **Parental Leave**

(A)            **Entitlements**

Every employee

- (a)    who,
  - (i)       becomes the natural parent of a child,  
  
             or assumes actual care and custody of his or her  
             newborn child, or
  - (ii)      adopts a child under the law of a province; and
- (b)    who has completed seven (7) consecutive months of employment; and
- (c)    who submits to the Employer an application in writing for parental leave where possible at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave;

is entitled to, and shall be granted parental leave, consisting of a continuous period of up to **sixty-three (63)** weeks.

(B) **Commencement of Leave**

Parental leave must commence no later than **eighteen (18) months from the** date of the birth or adoption of the child or of the date on which the child comes into the actual care and custody of the employee. The employee shall decide when his or her parental leave is to commence.

(C) **Late Application for Parental Leave**

When an application for parental leave under article (A) above is not made in accordance with sub-article (c), the employee is nonetheless entitled to, and upon application to the Employer shall be granted, parental leave under this article for the full **sixty-three (63)** week leave period.

(D) **Reinstatement of Employee**

An employee who wishes to resume employment on the expiration of leave granted in accordance with this article shall be reinstated in the position occupied at the time such leave commenced.

(E) **Employment Insurance Benefits**

Eligible employees may be entitled to collect Employment Insurance benefits in amounts and for a time period as provided for under the Employment Insurance Act.

- (F) Benefits provided for in this article are in addition to any and all maternity leave benefits that may be available to an employee.

25.09 **Jury/Court Leave**

Any employee who is summoned for jury duty selection and/or jury duty and any employee who receives a summons or subpoena to appear as a witness in a Court or quasi-legal proceeding, other than a proceeding occasioned by the employee's conduct or affairs, shall be granted a leave of absence without loss of regular wages for the required period. All jury or witness fees received by the employee shall be remitted to the Employer. The employee will present proof of service and the amount of pay received.

25.10

**Child Bearing/Custody Support Leave**

An employee shall be granted one (1) day's leave with pay, to attend to needs directly related to attaining custody of a child or the birth of the child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of the child or the day of the mother's admission to or discharge from hospital or the date of attaining custody of the child or such other day as may be mutually agreed.

25.11

In addition to the leaves set forth in this Collective Agreement, employees may be eligible for leaves provided in The Employment Standards Code. These include but are not limited to Domestic Violence Leave, Critical Illness of a Child Leave, Disappearance or Death of a Child Leave and Organ Donation Leave. Eligibility for such leave will be determined in accordance with The Employment Standards Code and Regulations thereunder. This article will also include any new leaves as determined and outlined under The Employment Standards Code during the life of this Collective Agreement.

25.12

**Interpersonal Violence Leave**

**Interpersonal Violence includes domestic violence, sexual violence and stalking. Employees who are victims of Interpersonal violence, or have dependants who are victims of Interpersonal violence, shall be entitled to take the leave after they have worked for at least ninety (90) days.**

**Domestic violence is set out in *The Domestic Violence and Stalking Act*. Under the definition, domestic violence is:**

- (a) an intentional, reckless or threatened act or omission that causes bodily harm or property damage;**
- (b) an intentional, reckless or threatened act or omission that causes a reasonable fear of bodily harm or property damage;**
- (c) conduct that reasonably, in all the circumstances, constitutes psychological or emotional abuse;**
- (d) forced confinement;**
- (e) sexual abuse.**

**The Domestic Violence and Stalking Act describes situations of domestic violence as instances of violence that occur by one person against another person who:**

- (a) lives or has lived with them in a spousal, conjugal or intimate relationship;**
- (b) has or had a family relationship with them, in which they have lived together;**
- (c) has, or previously had, a family relationship with them, in which they have not lived together;**
- (d) has or had a dating relationship with them, whether or not they have ever lived together;**
- (e) is the other biological or adoptive parent of their child, regardless of their marital status or whether they have ever lived together.**

**Sexual violence is any sexual act or act targeting a person's sexuality, gender identity or gender expression that is committed, threatened or attempted against a person without the person's consent. The act may be physical or psychological in nature and includes:**

- (a) sexual assault;**
- (b) sexual harassment;**
- (c) indecent exposure;**
- (d) voyeurism;**
- (e) sexual exploitation;**

**The meaning of stalking is set out in The Domestic Violence and Stalking Act. Under the definition, stalking occurs when a person repeatedly engages in conduct that causes the other person, reasonably, in all the circumstances to fear for their own safety. The conduct referred to in the definition includes:**

- (a) following the other person or anyone known to the other person;**
- (b) communicating or contacting the other person or anyone known to the other person directly or indirectly;**
- (c) using the Internet or other electronic means to harass or threaten the other person;**

- (d) being constantly present or watching any place where the other person, or anyone; known to the other person, lives, works, carries on business or happens to be; or
- (e) engaging in threatening conduct directed at the other person or anyone known to the other person.

Employees may take an Interpersonal violence leave for only one (1) or more of the following purposes, as these purposes relate to the employee or to a dependent:

- (a) to seek medical attention in respect of a physical or psychological injury or disability;
- (b) to obtain services from a victim services organization;
- (c) to obtain psychological or other professional counselling;
- (d) to relocate temporarily or permanently;
- (e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the interpersonal violence; or
- (f) any other purposed prescribed in the regulation.

An employee's dependent is:

- (a) a child of the employee;
- (b) a child of the employee's spouse or common-law partner;
- (c) any person under eighteen (18) years of age who is under the care and control of the employee;
- (d) any person who is eighteen (18) years of age or older, and who, because of illness, disability or any other reason, is under the day to day care and control of the employee.

The child of an employee shall be considered a victim of Interpersonal violence when the child:

- (a) is a victim of interpersonal violence directly, or**
- (b) is directly or indirectly exposed to interpersonal violence experienced by:**
  - (i) a parent,**
  - (ii) a child of a parent,**
  - (iii) a spouse or common-law partner of the child;**
  - (iv) a child of the child, or**
  - (v) any other person who lives with the child as a member of their family**

**There are two (2) parts to Interpersonal violence leave. One part of the leave allows employees to take up to ten (10) days consecutively or on an intermittent basis in a fifty-two (52) week period, as needed by the employee. The other part allows employees to take up to seventeen (17) weeks in a fifty-two (52) week period in one continuous period. Employees can take the leave in any order that meets their individual circumstances.**

**Employees are entitled to be paid for up to five (5) days of Interpersonal violence leave in a fifty-two (52) week period. It is the employee's responsibility to notify the Employer of the days to be paid. The amount paid to the employee must be no less than the wages they would normally earn for their regular hours of work. The Employer may give greater benefits than those provided for in the legislation. Sick days be used for the paid days of the Interpersonal violence leave. The employee shall continue to accumulate their seniority**

**Employees must provide reasonable verification of the need for the leave when taking paid days. The Employer may require verification from the employee for unpaid days of leave. The employee shall provide the Employer as much notice as is reasonable in the circumstances.**

**The employee shall give the Employer at least two (2) weeks' notice in writing before the day they intend to return to work. Employees must be returned to the position the employee occupied when the leave began or to a comparable position, with no less than the pay and benefits the employee earned immediately prior to the leave. The employee shall continue to accumulate seniority during the leave.**

## **ARTICLE 26**      **HEALTH AND WELFARE BENEFITS REFERRAL**

26.01                      Health and Welfare benefits shall be as contained in Appendix "A" of this Agreement and shall form part of this Agreement.

## **ARTICLE 27**      **DISCHARGE AND DISCIPLINE**

27.01                      A Shop Steward, or in the absence of a Shop Steward, another employee from the bargaining unit chosen by the employee being disciplined, shall be present when a member of the bargaining unit is being given a written reprimand, or is being suspended or discharged. A full-time Union Representative shall be entitled to attend any such meeting providing he or she is readily available to do so.

27.02                      The affected employee and the Union, shall be given a copy of any disciplinary notice which is to be entered on the employee's personnel file. The affected employee and the Union shall also be given a copy of any discharge notice that is given to the employee. In all cases of discipline or discharge the Employer shall supply the affected employee and the Union in writing with the exact reasons for taking such action. The notice of discipline or discharge shall be given to the affected employee immediately and a copy of the discipline or discharge notice shall be faxed and mailed to the Union office within forty-eight (48) hours of the event.

27.03                      Where the Employer makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that he or she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of his or her record.

27.04                      Upon request of the employee, the personnel file of that employee may be examined by that employee in the presence of a management representative of the Employer at a prearranged and agreed upon time. Employees shall be able to obtain copies of their personnel file when requested and a copy of an employee's reply to any document contained in his or her personnel file shall be placed in the employee's personnel file. The Employer shall keep only one (1) personnel file per employee.

27.05                      The Employer shall remove all written disciplinary notices from the employee's personnel file after twenty four (24) months. The Employer shall not be able to use any such disciplinary notice against the employee at a later date. This time frame of twenty four (24) months shall not include periods of layoff or periods of leaves of absence without pay.

## **ARTICLE 28**      **GRIEVANCE PROCEDURE**

28.01                    A grievance shall be defined as an allegation by an employee, the Union or the Employer that there has been a violation or misinterpretation of this Agreement.

28.02                    Where the Union requires information regarding a grievance dealing with hours of work and/or seniority, the Employer shall promptly supply such information in writing to the Union within ten (10) calendar days from the date of receiving a written request from the Union.

28.03                    The procedure for adjustment of grievances shall be as follows:

**Step One:**        The grievor will first submit the grievance to a Shop Steward or Union Representative who shall then submit the grievance in writing within twenty-one (21) calendar days of the event giving rise to the grievance to the Chief Administrative Officer or designate. The written grievance shall set forth the nature of the grievance, the article or articles of the Collective Agreement allegedly violated, and the remedy or correction required. The Chief Administrative Officer or designate shall respond in writing within ten (10) calendar days of receiving the written grievance.

**Step Two:**        If the matter is not resolved in Step One, the grievance must be forwarded to the Town Council within ten (10) calendar days of receiving the written reply in Step One. The Town Council or a designated committee shall meet with the employee concerned, the Shop Steward and the Union Representative to discuss the grievance within a further ten (10) calendar days. Following such a meeting, the Employer shall respond to the grievance in writing, to the Union, within fifteen (15) calendar days. If a satisfactory settlement cannot be reached, then upon request of either party, within twenty-one (21) calendar days of receiving the final written decision from either party, but not thereafter, the matter may then be referred to arbitration.

28.04                    The Employer or the Union may initiate a grievance within twenty-one (21) calendar days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to arbitration.

28.05                    The time limits set forth in this article may be extended by the written agreement of both parties.



## **ARTICLE 29**      **SELECTION OF AN ARBITRATOR**

29.01                      If a grievance is not resolved under the grievance procedure then upon request of either party, the grievance shall be submitted to an Arbitrator, who shall be chosen in rotation starting from the top of the following list:

- 1)            **Colin Robinson**
- 2)            **Gavin Wood**
- 3)            **Blair Graham**
- 4)            **Kristin Gibson**
- 5)            **Helen Krahn**

29.02                      An arbitrator referred to above, who has been requested to act as the arbitrator when the grievance is withdrawn or resolved by the parties, shall act as the arbitrator on the subsequent arbitration. Should the arbitrators referred to above be unable or unwilling to convene a hearing within forty-five (45) calendar days of their appointment, either party to the arbitration may at that time proceed to the Manitoba Labour Board to have another arbitrator appointed who can meet the forty-five (45) calendar day requirement.

29.03                      The person selected as arbitrator shall in no way be involved directly in the controversy under consideration, or be a person who has a personal or financial interest in either party to the dispute.

29.04                      The arbitrator shall receive and consider such material evidence and contentions as the parties may offer and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved. In reaching a decision, the arbitrator shall be solely governed by the provisions of this Agreement and shall render a decision within thirty (30) calendar days from the last day of the hearing.

29.05                      The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted must present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by this Agreement.

29.06                      In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Employer's action or to reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way he or she deems equitable.

29.07                      The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it. The arbitrator's expenses shall be borne one half by the Employer and one half by the Union.

29.08                      The time limits fixed in the arbitration procedure may be extended by written agreement by the parties.

### **ARTICLE 30                      CONTRACTING OUT**

30.01                      The Employer agrees to discuss with the Shop Steward and the Union Representative any intended contracting out of work beyond the present scope of practice which would reduce the work of those employees currently in the employ of the Town.

30.02                      The Employer shall not contract out any work that will displace employees currently in the employ of the Town during the term of this contract. If the Employer intends to contract out any work that will displace employees currently in the employ of the Town at the end of this contract, the Employer shall provide notice in writing, to the affected employees and the Union twelve (12) months prior to the termination date of this contract.

### **ARTICLE 31                      LABOUR/MANAGEMENT COMMITTEE**

31.01                      The Employer and the Union shall each name two (2) individuals who will meet as required but no less than quarterly, to discuss matters of mutual concern during the period of this Agreement's operation. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board for all employees to see. The Union office shall be provided with a copy of these minutes upon request. The Chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation in this position between management and the employees.

31.02                      The business of the Labour/Management Committee shall be conducted without loss of basic pay to its members.

### **ARTICLE 32                      SAFETY AND HEALTH**

32.01                      The Employer agrees to make reasonable and proper provisions for the maintenance of proper and sufficient standards of health and safety in the workplace.

32.02                      The Employer shall maintain a Joint Labour Management Safety and Health Committee as required by Manitoba Workplace Health and Safety. Meetings will be held no less than quarterly with equal representation from both management and staff, with the staff members, other than the out of scope employees, being chosen by the Union. Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the committee and, as well, a copy shall be posted on the bulletin board in each department. The Union office shall be provided with a copy of these minutes. The

Chairperson of this committee shall rotate from meeting to meeting to ensure that there is an equal balance of representation, in this position, between management and the employees.

32.03                   The Employer shall allow time off with pay for the purpose of allowing members of the bargaining unit who are on the joint Labour/Management Safety and Health Committee to attend Union/Employer approved safety and health seminars, courses or conferences for job improvement. The time and scheduling of this time off is to be mutually agreed upon between the Employer and the Union.

32.04                   In situations where an employee believes that a safety and/or health hazard exists, the employee shall first report his or her concerns to their immediate supervisor or management, then to the joint Labour/Management Safety and Health Committee. If immediate action to correct the situation is not taken or if the employee is told that corrective action is not necessary but nevertheless continues to believe that a safety and/or health hazard exists, the employee shall be entitled to refuse to perform that particular job function until such time as a person from the appropriate government agency dealing with safety and health matters has come to the Employer's premises to inspect the concerns firsthand. During this time period the employee shall be assigned to perform other job functions that he or she is capable of doing providing such work is available.

32.05                   The Employer shall pay the tuition costs of any employee who completes a first aid course that has been approved by the Employer.

32.06                   **Lotions and Sprays**

                          The Employer shall make a supply of general purpose sunscreen and insect repellent products available for use by employees performing work for the Employer. Employees are not to remove these products from the workplace for their personal use. The Employer shall pay all costs in providing these products.

32.07                   **Safety Eyewear**

                          The Employer will provide, and replace as needed, suitable safety eyewear (excluding prescription lenses) to each employee who is required to wear safety eyewear to perform the duties of their job functions. Provision of safety eyewear will be at no cost to the employee.

32.08                   The Employer agrees to implement a Working Alone Policy that will apply to all staff and management.

## **ARTICLE 33        HARASSMENT/ABUSE**

33.01                It is the policy of the Employer not to discriminate against or harass any person with respect to that person's race, national or ethnic origin, colour, religion, age, sex (including pregnancy, the possibility of pregnancy, or circumstances related to pregnancy), gender determined characteristics, marital status, sexual orientation, political belief, physical or mental disability, family status and conviction for an offence for which a pardon has been granted or other protected grounds in accordance with Manitoba Human Rights legislation. Where Human Rights legislation is different, the legislation shall prevail.

33.02                The Employer shall, in consultation with the Workplace Safety and Health committee, develop and implement a written Harassment Prevention Policy in accordance with The Workplace Safety and Health Act and its regulations. Such policy shall be posted in the workplace on the safety and health bulletin board.

33.03                All information, documented or otherwise, pertaining to complaints of harassment and/or abuse and their investigation, shall be dealt with in strict confidence and shall be conducted as expeditiously as possible.

## **ARTICLE 34        SEMINARS/COURSES/WORKSHOPS**

34.01                The parties agree that there is a mutual benefit to be achieved by having employees attend seminars, courses and workshops. Employees, when designated by the Employer to so attend shall not suffer any loss of regular wages as a result of such attendance. All travel time to and from said seminars, courses and workshops that occur outside of the employee's scheduled working hours shall be paid at straight time. Reasonable expenses shall also be reimbursed.

## **ARTICLE 35        STATUTE REVISIONS**

35.01                All provisions of this Agreement are subject to the applicable laws now and/or hereafter in effect. If any law now existing or hereafter enacted or proclaimed or regulation shall invalidate or disallow any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and other obligations of the Parties shall remain in existence. The Parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by Arbitration. In determining the wording of the replacement term, the Arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

## **ARTICLE 36**      **WORK CLOTHING/FOOTWEAR ALLOWANCE**

### **36.01**                      **Footwear Allowance**

Each employee who has completed their probationary period will be eligible for a safety footwear allowance in the amount of **two hundred (\$200)** dollars per calendar year, payable upon presentation of a receipt for the safety footwear. Part-time employees and those who do not work year-round will receive a pro-rated amount determined by the number of months worked in each year.

Employees will be reimbursed within four (4) weeks once they have provided the employer with a valid receipt.

### **36.02**                      **Work Clothing Allowance**

Each employee who has completed their probationary period will be provided with uniforms which must be worn at all times while at work. The Employer will provide four (4) pairs of coveralls that will be kept at the waste water treatment plant, for use while working in that facility. The Employer will pay for cost of maintaining and cleaning the uniforms and coveralls.

**36.03**                      Each employee provided with a uniform, must wear the uniform while attending their shift.

## **ARTICLE 37**      **WORKERS COMPENSATION BENEFITS**

**37.01**                      When an employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the employee shall inform the Employer so that a claim for Compensation benefits can be forwarded to the Workers Compensation Board. Any information required by the Workers Compensation Board from the Employer shall be provided immediately.

**37.02**                      Any employee who suffers an injury which qualifies for Workers Compensation benefits shall be paid by the Employer for the hours he or she would otherwise have worked on the day of the injury, but was unable to work because of the injury.

**37.03**                      In situations where the Workers Compensation Board denies and/or disentitles an employee from receiving benefits and where in such instances the employee files an appeal challenging the Workers Compensation Board's decision to deny and/or disentitle the employee from receiving these benefits, the Employer agrees to immediately provide for the employee to commence receiving the paid sick leave and long term disability benefits that are provided for in the Collective Agreement. In such instances the employee agrees that if his or her appeal is accepted by the Workers Compensation

Board, the Employer and/or the insurance carrier, as the case may be, shall then be reimbursed for all monies owing to them. Benefits under this article are limited by the availability of accumulated sick leave entitlements of the affected employee and are subject to the limitations of the long term disability plan.

37.04 If an employee is required to take time off work to receive follow up treatment for a compensable condition, the time off work required to receive such treatment shall be granted to the employee. Where possible, the employee shall schedule such time outside of working hours. The employee and the Employer shall jointly comply with all regulations so that a claim can be made to the Workers Compensation Board to obtain any and all monies that the Workers Compensation Board would normally pay for such lost time.

Employees who have accumulated paid sick leave benefits available to them at the same time that they are required to take time off work to receive follow-up treatment for a compensable condition shall, under such circumstances, be entitled to access these accumulated paid sick leave entitlements for all time off work that is required to be taken. Under such circumstances, all monies received from the Workers Compensation Board for such time off shall be paid to the Town of Virden and shall be credited to the employee's accumulated paid sick leave entitlements.

## **ARTICLE 38 SEVERANCE PAY**

38.01 Any employee who is terminated due to the permanent closure of the Employer's operation or any portion of the Employer's operation, or any employee who is terminated because his or her job has become redundant, or any employee who is terminated because of the Employer's decision to downsize their operation, or any employee who is terminated due to a technological change, shall be entitled to receive severance pay. Full-time employees shall receive severance pay in the amount of forty (40) hours' pay at their regular hourly rate of pay for each twelve (12) months of employment with the Employer. Part-time employees shall receive severance pay in the amount of two (2%) percent of their total gross earnings for each twelve (12) months of employment with the Employer, all of which shall be calculated using their total gross earnings for the first twelve (12) months in which work was performed immediately prior to the effective date of termination.

## **ARTICLE 39 PAYMENT FOR MEETING ATTENDANCE**

39.01 When the Employer requires an employee to be present at a meeting called by the Employer during the employee's scheduled working hours, time spent at such meeting shall be considered as time worked.

39.02 Any employee who attends a meeting outside of his or her assigned working hours shall be paid the greater of time actually spent at the meeting or one (1) hour's pay at the employee's appropriate hourly rate of pay.

#### **ARTICLE 40 TRAINING/DEVELOPMENT OF PLANT OPERATOR EMPLOYEES**

40.01 Employees who are employed as a Plant Operator and who have no certification shall be classified and paid as an "Operator in training" as set out in Appendix B-1 of this Agreement.

40.02 Employees who are employed as a Plant Operator and who have obtained certification for Wastewater Collection Level I, Wastewater Treatment Level I, Water Distribution Level I and Water Treatment Level I by Manitoba Conservation shall be classified and paid as a "Plant Operator I" as set out in Appendix B-1 of this Agreement.

40.03 Employees who are employed as a Plant Operator and who have obtained certification for Wastewater Collection Level II, Wastewater Treatment Level II, Water Distribution Level II and Water Treatment Level II by Manitoba Conservation shall be classified and paid as a "Plant Operator II" as set out in Appendix B-1 of this Agreement.

40.04 Employees who are employed as a Plant Operator and who have obtained certification for Wastewater Collection Level II, Wastewater Treatment Level III, Water Distribution Level II and Water Treatment Level III by Manitoba Conservation shall be classified and paid as a "Plant Operator III" as set out in Appendix B-1 of this Agreement.

40.05 Employees who are employed as a Plant Operator but who are not qualified to be classified and paid as a "Plant Operator III" shall be required to pursue a program of studies to become so qualified **if the classification in either the Water Treatment Plant or the Wastewater Treatment Plant be upgraded to a Level III facility**. The details of this program shall set out a reasonable time frame for the employee to progress through the required program of studies, all of which must first be mutually agreed to in writing between the employee involved, the Union Representative and the Employer.

40.06 In the event the wastewater treatment facility is upgraded an operating level, employees holding a Class III will be grandfathered. Any employees currently taking training would be required to complete the next levels before getting the applicable pay increases. All employees, including those grandfathered, would be required to take additional training.

40.07 Employees shall not be penalized for failure to progress through their program of studies in accordance with the agreed upon time frames, if such failure is the direct result of events beyond the employee's control. In such cases, the previously agreed to time frames shall be amended so as to take into account the delay caused by such events.

40.08 Employees who fail to complete the required program of studies in accordance with the agreed upon time frames and who were previously employed by the Employer in another classification covered by this Agreement shall be required to revert to this previous classification. Said employees shall do so without any loss of benefits and seniority and shall be paid in accordance with the appropriate hourly rates of pay for this classification. All other bargaining unit employees who are affected by this change of classification shall also return to their previous classification without any loss of benefits and seniority, and shall be paid in accordance with the appropriate hourly rates of pay for their previous classification.

40.09 Employees who fail to complete the required program of studies in accordance with the agreed upon time frames and who were not previously employed by the Employer in another classification covered by this Agreement may be laid off in accordance with the terms and conditions contained in this Agreement.

40.10 The Employer shall cover all costs of participating in the program of studies in a manner that is consistent with the provisions contained in Article 34, Seminars/Courses/Workshops of this Agreement.

#### **ARTICLE 41      JOB DESCRIPTIONS**

41.01 A detailed job description shall be supplied to all employees at their time of hire. The Employer further agrees to provide the Union with job descriptions for each classification contained within the bargaining unit. Whenever a significant change is made to the job descriptions, the Employer also agrees to provide the Union with an updated copy. It is understood that employees may be required to perform duties outside of their job description, provided they have received or are receiving the appropriate training and, where required, certification.

#### **ARTICLE 42      FINAL OFFER SELECTION**

42.01 The Employer and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Employer and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.



42.02 The Employer and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

42.03 Should the Employer and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement, they mutually agree to extend said Agreement in its entirety and to forego the right to strike or lockout. All outstanding matters shall then be submitted to final offer selection as hereinafter provided:

- (a) The Employer and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse. Each of these proposals shall then be placed into either a monetary grouping or a non-monetary grouping.
- (b) The Selector shall be selected by mutual agreement between the Employer and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request The Manitoba Labour Board to make the appointment.
- (c) The Selector shall receive a written statement or brief from the Employer and the Union outlining their respective positions on each of the groupings referred to in (a) above within fourteen (14) days of his or her appointment, and shall select either the entire Employer position or the entire Union position for each of the groupings as the basis for settlement.
- (d) The Employer and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Employer and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- (e) The Selector shall render his or her decision within twenty-eight (28) days of his or her appointment and said decision shall be final and binding on all parties to this Agreement.
- (f) The Employer and the Union shall pay the cost of their witnesses if required. The Employer and the Union shall equally share the cost of the Selector.

42.04 This procedure shall terminate effective with the renewal of any Collective Agreement reached as a result of its use. It may be further renewed only by mutual agreement between the Employer and the Union.

#### **ARTICLE 43 EXPIRATION AND RENEWAL**

43.01 This Agreement shall be in effect from the first day of June, 2021, and shall remain in effect until May 31st, 2025, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.

43.02 When the required notice for termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted so that if it is reasonably possible, the same may mutually and satisfactorily be concluded within the notification period.

43.03 When the required notice for termination or revision is given by either party and where the parties are negotiating with each other, and prior to such time as the appropriate party declares a legal strike or lockout, this Agreement shall remain in full force and effect for all purposes whatsoever, excepting any limitation upon the right of the parties to declare a legal strike or lockout, at which time this Agreement shall cease to be effective.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT.**

**SIGNED THIS DAY OF , 2021.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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## **APPENDIX "A"**

### **HEALTH AND WELFARE BENEFITS**

#### **A-1 Preamble**

A-1.01 The following health and welfare benefits shall be arranged for by the Employer for employees covered by this Agreement and where applicable, their eligible dependants, and shall be subject to the terms and conditions of their master policies and contracts in force all of which shall form an integral part of this Agreement. With the exception of dental and group retirement savings plan benefits the Employer shall have the right to make arrangements for the replacement of such benefits provided that benefit levels are maintained or improved. Under such circumstances, the Employer shall first provide the Union with advance notification in writing, detailing the specific changes that are to take place as well as the reasons for said changes.

A-1.02 The Employer shall supply the Union with a current copy of the plan text for all of the health and welfare benefits that are provided by the Employer. The Employer shall supply the Union and each employee with a current copy of the summary pamphlets (or similar documents) for all of the health and welfare benefits that are provided by the Employer. New employees shall be provided with a copy of the summary pamphlets (or similar documents) at the same time as they become eligible to receive said benefits. The Employer shall ensure that the Union and the employees are provided with the most recent copy of such plan text and summary pamphlets (or similar documents) at all times.

A-1.03 All benefits referred to in this appendix shall be available to employees commencing with their date of hire except for long term disability benefits and pension benefits where entitlements shall commence when the employee has completed his or her probationary period and except for employer contributions into the group retirement savings plan where employer contributions shall be made in accordance with the provisions contained in Appendix A-7.

A-1.04 A general description of the health and welfare benefits, terms and conditions, that the Employer shall ensure are available to employees is as listed below. Official and detailed descriptions of all such benefits that the Employer shall ensure are available to employees shall be as contained in the Employer's employee manual.

#### **A-2 Paid Sick Leave Benefits**

A-2.01 A paid sick leave benefit shall accrue to each employee at the rate of one and one-quarter (1¼) days for each completed month of service until a maximum of one hundred and fifty (150) days has been accrued. Said employees shall be entitled to use such accrued sick leave for any non-occupational sickness or accident that is not covered

by the long term disability plan provided by the Employer, and such days shall be paid for at the rate of one hundred (100%) percent of the employee's regular hourly rate for each day of such absence. Employees shall only be entitled to receive paid sick leave entitlements for absences that occur after they have completed their probationary period.

A-2.02 The Employer may require the employee to undergo a physical examination and/or provide a medical certificate from a qualified physician indicating whether or not the employee is able to carry out all the duties of his or her position.

A-2.03 In the event of a sudden or serious illness and/or injury of an employee's spouse, common law spouse, parent, or child, an employee may use up to ten (10) days of paid sick leave entitlements per calendar year in order to stay home and care for such spouse, common law spouse, parent, or child. The Employer may request proof of illness and/or injury to the employee's spouse, common law spouse, parent or child, and payment of sick leave is conditional upon it being provided.

A-2.04 Employees shall be entitled to utilize up to ten (10) days of paid sick leave entitlements per calendar year for the purposes of transporting and supporting themselves and their family members who must attend medical and/or dental appointments outside the Town of Virden, providing reasonable notice, if possible, is given to the Employer. For purposes of this appendix, a family member shall include the employee's spouse, common law spouse, parent, child and any other family member who permanently resides with the employee or with whom the employee permanently resides when the employee is acting as a "caregiver" as defined by the Caregiver Recognition Act for the province of Manitoba for that other family member. This applies only to services that are not available in the Town of Virden.

A-2.05 The Employer shall pay all costs involved in situations where any employee provides the Employer with a medical certificate that has been requested by the Employer where a fee has been charged to obtain the medical certificate.

A-2.06 Suspected abuses of sick leave will be investigated and proven instances of abuse shall result in disciplinary action. The Union agrees to assist the Employer in ensuring that there shall be no abuse of sick leave.

A-2.07 In January and July of each year, the Employer shall notify the Union and each employee in the bargaining unit of the total amount of sick leave credits said employee has accumulated at that time.

A-2.08 An employee may receive a one (1) time pay out of up to **twenty (25)** days' pay of any un-used sick time left in their sick bank upon retirement so long as they have completed fifteen (15) consecutive years of employment and provide at minimum three (3) months' notice to the employer in writing of their anticipated retirement date.

### **A-3 Group Life Insurance Benefits**

A-3.01 All employees shall be entitled to group life insurance benefits. In the event of death, the employee's beneficiary or the employee's estate in the event that no beneficiary is named shall receive an amount equal to two (2) times the employee's annual earnings subject to the limitations of the Plan. The Employer shall pay the full premium cost of this benefit.

### **A-4 Long Term Disability Benefits**

A-4.01 All employees shall be entitled to long term disability benefits while under the care of a licensed physician. Benefits shall commence after a twenty-six (26) week waiting period. Length of coverage and amounts of benefits shall be subject to the limitations of the plan, the maximum amount of which shall be seventy-five (75%) percent of an employee's basic weekly earnings payable to age sixty-five (65) and all of which shall be calculated at all times using the regular hourly rate of pay that would have been paid to the employee had he or she continued to work. The employee shall pay the full premium cost of this benefit.

### **A-5 Pension Benefits**

A-5.01 Every employee, as a condition of employment, shall join the Municipal Employees Benefits Board Pension Plan provided by the Employer. Both the employee and Employer shall make contributions in accordance with the provisions of the Plan. Enrollment, coverage and benefits payable are subject to the limitations of the Plan.

### **A-6 Dental Benefits**

A-6.01 The Employer agrees to make a direct contribution to the Manitoba Food & Commercial Workers Dental Plan of **forty-three (43¢)** cents per hour for each hour of actual work in respect to all employees in the bargaining unit. Contributions shall include sick pay, vacation and general holidays, to a maximum of the basic work week.

A-6.02 Such contributions shall be forwarded to the Trust within twenty-one (21) days following the Employer's four (4) or five (5) week accounting period.

A-6.03 The Employer shall abide by all the rules and decisions of the Board of Trustees as decided from time to time.

A-6.04 In the event the Dental Plan requires additional direct contributions, over and above the amount identified in Appendix A-6.01, to maintain the current level of benefits for employees, the Employer agrees to increase contributions to the Plan by up to a maximum of one (1) cent per hour in each year of the collective agreement.

## **A-7            Group Retirement Savings Plan Benefits**

A-7.01            The Employer shall provide for and administer payroll deductions for any employee who wishes to participate in a Group Retirement Savings Plan.

A-7.02            All employees who participate in a Group Retirement Savings Plan shall have their contributions matched by the Employer up to a maximum of two hundred **and twenty five** (\$225.00) dollars of each such person's total contributions for the calendar year.

A-7.03            The two hundred **and twenty five** (\$225.00) dollar contributions referred to in A-7.02 above shall be matched by the Employer in January of the immediate following year. Where necessary, participating employees shall be required to provide the Employer with verification as to the amount of contributions they have made into their Group Retirement Savings Plan in the previous calendar year.

## **A-8            Accidental Death and Dismemberment Benefits**

A-8.01            All employees shall be entitled to accidental death and dismemberment insurance benefits. The principle sum that is payable for injuries resulting from any one accident shall be no less than two (2) times the employee's annual pensionable earnings. The Employer shall pay the full premium cost of this benefit.

## **A-9            Prescription Drugs/Vision Care/Major Medical Benefits**

A-9.01            The Employer will provide a comprehensive major medical plan to all employees who have passed their probationary period, students who are covered by their parents' or guardians' health care plan, and those part-time staff who work less than an average of thirty (30) hours per week. Said plan to include coverage for vision care, **hearing aids**, prescription drugs including a card to direct bill prescription drug purchases, extended health care benefits including but not limited to medical professional services (chiropractor, physiotherapist, podiatrist, psychologist, etc.), and travel health. Premiums for the plan shall be cost-shared 50/50 between the Employer and the employee.

## Appendix B

### Wages

<b>B-1 Classifications and Wage Rates</b>							
		<b>Current</b>	<b>June 1, 2021</b>	<b>June 1, 2022</b>	<b>June 1, 2023</b>	<b>One time wage Adjustment June 1/23</b>	<b>June 1, 2024</b>
			1.50%	2.00%	2.50%	<b>\$2.20</b>	<b>2.50%</b>
<b>B-1.01 Water Workers Supervisor/Forman Operator in Charge</b>							
	Start	\$27.60	\$28.01	\$28.57	\$29.29	<b>\$31.49</b>	<b>\$32.27</b>
	After 6 months	\$28.26	\$28.68	\$29.25	\$29.98	<b>\$32.18</b>	<b>\$32.99</b>
	After 12 months	\$28.92	\$29.36	\$29.95	\$30.69	<b>\$32.89</b>	<b>\$33.72</b>
<b>B-1.02 Plant Operator in Training</b>							
	Start	\$20.99	\$21.30	\$21.73	\$22.27	<b>\$24.47</b>	<b>\$25.08</b>
	After 6 months	\$21.43	\$21.76	\$22.19	\$22.75	<b>\$24.95</b>	<b>\$25.57</b>
	After 12 months	\$21.90	\$22.23	\$22.68	\$23.24	<b>\$25.44</b>	<b>\$26.08</b>
	1 certificate	\$22.31	\$22.65	\$23.10	\$23.68	<b>\$25.88</b>	<b>\$26.53</b>
	2 certificates	\$22.72	\$23.06	\$23.52	\$24.11	<b>\$26.31</b>	<b>\$26.96</b>
	3 certificates	\$23.12	\$23.46	\$23.93	\$24.53	<b>\$26.73</b>	<b>\$27.40</b>
<b>B-1.03 Plant Operator I</b>							
	4 certificates	\$23.52	\$23.87	\$24.35	\$24.96	<b>\$27.16</b>	<b>\$27.84</b>
	5 certificates	\$24.05	\$24.41	\$24.90	\$25.52	<b>\$27.72</b>	<b>\$28.42</b>
	6 certificates	\$24.58	\$24.95	\$25.44	\$26.08	<b>\$28.28</b>	<b>\$28.99</b>
	7 certificates	\$25.11	\$25.49	\$26.00	\$26.65	<b>\$28.85</b>	<b>\$29.57</b>
<b>B-1.04 Plant Operator II</b>							
	8 certificates	\$26.25	\$26.64	\$27.18	\$27.86	<b>\$30.06</b>	<b>\$30.81</b>
	9 certificates	\$26.92	\$27.32	\$27.87	\$28.56	<b>\$30.76</b>	<b>\$31.53</b>
<b>B-1.05 Plant Operator III</b>							
	10 certificates	\$27.42	\$27.83	\$28.39	\$29.10	<b>\$31.30</b>	<b>\$32.08</b>
<b>B-1.06 Public Works Supervisor/Foreman</b>							
	Start	\$26.48	\$26.88	\$27.42	\$28.10	<b>\$30.30</b>	<b>\$31.06</b>
	After 6 months	\$27.03	\$27.43	\$27.98	\$28.68	<b>\$30.88</b>	<b>\$31.66</b>
	After 12 months	\$27.87	\$28.28	\$28.85	\$29.57	<b>\$31.77</b>	<b>\$32.56</b>

<b>B-1.07 Equipment Operator I</b>							
	Start	\$20.99	\$21.30	\$21.73	\$22.27	<b>\$24.47</b>	<b>\$25.08</b>
	After 6 months	\$21.32	\$21.64	\$22.08	\$22.63	<b>\$24.83</b>	<b>\$25.45</b>
	After 12 months	\$21.86	\$22.19	\$22.63	\$23.19	<b>\$25.39</b>	<b>\$26.03</b>
<b>B-1.08 Equipment Operator II</b>							
	Start	\$22.60	\$22.94	\$23.40	\$23.99	<b>\$26.19</b>	<b>\$26.84</b>
	After 6 months	\$23.02	\$23.36	\$23.83	\$24.42	<b>\$26.62</b>	<b>\$27.29</b>
	After 12 months	\$23.65	\$24.01	\$24.49	\$25.10	<b>\$27.30</b>	<b>\$27.98</b>
<b>B-1.09 Sanitation I</b>							
	Start	\$20.66	\$20.97	\$21.39	\$21.93	<b>\$24.13</b>	<b>\$24.73</b>
	After 6 months	\$21.00	\$21.31	\$21.74	\$22.28	<b>\$24.48</b>	<b>\$25.10</b>
	After 12 months	\$21.48	\$21.80	\$22.24	\$22.79	<b>\$24.99</b>	<b>\$25.62</b>
<b>B-1.10 Sanitation II</b>							
	Start	\$21.82	\$22.15	\$22.59	\$23.16	<b>\$25.36</b>	<b>\$25.99</b>
	After 6 months	\$22.16	\$22.49	\$22.94	\$23.51	<b>\$25.71</b>	<b>\$26.36</b>
	After 12 months	\$22.69	\$23.03	\$23.49	\$24.08	<b>\$26.28</b>	<b>\$26.94</b>
<b>B-1.11 General Labourer I</b>							
	Start	\$14.98	\$15.21	\$15.51	\$15.90	<b>\$18.10</b>	<b>\$18.55</b>
	After 6 months	\$15.58	\$15.82	\$16.13	\$16.54	<b>\$18.74</b>	<b>\$19.20</b>
	After 12 months	\$16.76	\$17.02	\$17.36	\$17.79	<b>\$19.99</b>	<b>\$20.49</b>
	After 3120 Hrs	\$17.64	\$17.91	\$18.27	\$18.72	<b>\$20.92</b>	<b>\$21.45</b>
	After 4160 Hrs	\$18.01	\$18.28	\$18.65	\$19.11	<b>\$21.31</b>	<b>\$21.85</b>
<b>B-1.12 General Labourer II</b>							
	Start	\$19.65	\$19.95	\$20.34	\$20.85	<b>\$23.05</b>	<b>\$23.63</b>
	After 6 months	\$19.93	\$20.23	\$20.63	\$21.15	<b>\$23.35</b>	<b>\$23.93</b>
	After 12 months	\$20.38	\$20.68	\$21.09	\$21.62	<b>\$23.82</b>	<b>\$24.42</b>
<b>B-1.13 Landfill Attendant</b>							
	Start	\$22.14	\$22.47	\$22.92	\$23.49	<b>\$25.69</b>	<b>\$26.33</b>
	After 6 months	\$22.48	\$22.82	\$23.28	\$23.86	<b>\$26.06</b>	<b>\$26.71</b>
	After 12 months	\$22.82	\$23.16	\$23.62	\$24.21	<b>\$26.41</b>	<b>\$27.07</b>



<b>B-1.14 Parks &amp; Recreation Foreman</b>						
	Start	\$24.25	\$24.62	\$25.11	<b>\$29.22</b>	<b>\$29.95</b>
	After 6 months	\$24.86	\$25.23	\$25.73	<b>\$29.86</b>	<b>\$30.60</b>
	After 12 months	\$25.46	\$25.84	\$26.36	<b>\$30.50</b>	<b>\$31.26</b>
<b>B-1.15 Recreation Technician</b>						
	Start	\$19.68	\$19.98	\$20.38	<b>\$23.09</b>	<b>\$23.67</b>
	After 6 months	\$19.96	\$20.26	\$20.67	<b>\$23.38</b>	<b>\$23.97</b>
	After 12 months	\$20.42	\$20.73	\$21.14	<b>\$23.87</b>	<b>\$24.47</b>
	1 certificate	\$21.02	\$21.34	\$21.76	<b>\$24.51</b>	<b>\$25.12</b>
	2 certificates	\$21.62	\$21.95	\$22.39	<b>\$25.15</b>	<b>\$25.78</b>
	3 certificates	\$22.21	\$22.55	\$23.00	<b>\$25.77</b>	<b>\$26.42</b>
	4 certificates	\$22.82	\$23.16	\$23.62	<b>\$26.41</b>	<b>\$27.07</b>

## **B-2 Long Service Premium**

Long Service Employees shall receive a premium as follows on regular hours of work:

Five (5) years of service:	<b>fifty cents (\$.50)</b> per hour
Ten (10) years of service:	<b>seventy-five cents (\$.75)</b> per hour
Fifteen (15) years of service:	<b>one dollar (\$1.00)</b> per hour
Twenty (20) years of service:	<b>one dollar and twenty-five cents (\$1.25)</b> per hour
Twenty-five (25) years of service:	<b>one dollar and fifty cents (\$1.50)</b> per hour
Thirty (30) years of Service	<b>one dollar and seventy-five cents (\$1.75)</b> per hour

**All premium amounts are inclusive of the previous amount.**

## **B-3 Increment Increases**

Increment increases for all employees shall be applied every six (6) calendar months until the top rate of pay for their classification has been achieved, except for General Labourer 1 employees, where Appendix B-1.11 applies.

#### **B-4 Employees Promoted to a Higher Paying Classification**

Any employee who is promoted on a permanent basis to a classification that provides for a higher rate of pay to that which was paid to the employee at the time of his or her promotion, shall be paid at the first increment step in the classification that the employee was promoted to that provides for an increase in pay for the employee. Thereafter, the employee will receive increment increases as provided for in Appendix "B-2" above, until the top rate of pay is achieved.

#### **B-5 Retroactive Pay**

All employees in the bargaining unit (including seasonal staff who terminated in the 3 months prior to Union ratification) shall receive full retroactive pay to June 1st, 2021, for all hours worked and/or paid. Retroactive pay shall be paid to all employees within two (2) calendar weeks following the date of Union ratification of this Agreement and shall be issued to each employee on pay cheques that are separate and apart from the employee's normal earnings.

# EXHIBIT ONE


**TO: THE NEW OR REHIRED EMPLOYEE:**

You are hereby informed that Union membership is a condition of employment and that maintaining good standing in the union requires payment of Union dues, initiation fees and assessments as authorized by the Union. Articles of the Agreement between the **United Food & Commercial Workers Union, Local 832**, and **Town of Virden** contain the following statements:

"The Employer shall retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire or rehire employees who are not members of the Union, provided said non-members shall make application on the official membership application form within ten (10) calendar days from their date of hire or rehire and become members within thirty (30) calendar days. The term "hired or rehired" shall not apply to employees who are on layoff. The Union will not require the Employer to terminate an employee who has been expelled from membership in the Union."

“The Employer agrees to deduct from the wages of each employee, such Union dues as are authorized by the Union, and initiation fees as are authorized by the employee affected. The Employer further agrees to deduct union dues automatically from the wages of new or rehired employees' first pay cheques. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union within twenty (20) calendar days following the end of the Employer's four (4) or five (5) week accounting period and then accompanied by a four (4) week or monthly written statement of the names of the employees for whom deductions were made, together with their Social Insurance Number and the amount of each deduction. The Union shall give the Employer four (4) weeks' prior written notice of any change in the amount of dues to be deducted.”

Please complete the attached Membership Application immediately and return it to your Employer so they can forward it to the UFCW, Local 832 Union

MEMBERSHIP APPLICATION		 <b>United Food &amp; Commercial Workers Union, Local No. 832</b> <b>Manitoba, Canada</b>		CHARTERED BY THE UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION	
LAST NAME	FIRST NAME	INITIAL	GENDER	DATE OF BIRTH (D/M/Y)	INSURANCE NO.
MAILING ADDRESS	CITY	PROVINCE	POSTAL CODE	HOME PHONE	
PREFERRED LANGUAGE	E-MAIL ADDRESS			DATE OF HIRE (D/M/Y)	I hereby authorize you to use my S.I.N. for identification purposes and to verify union dues received and make payments to me as required only (Cross out if you do not agree)
COMPANY NAME	JOB NO./LOCATION	DEPARTMENT NO.			
CLASSIFICATION	FLOOR NO.		FULL-TIME <input type="checkbox"/>	CASUAL <input type="checkbox"/>	
There is no application for membership in the United Food & Commercial Workers International Union and I have declared handling of grievances and all other policies and procedures to be in accordance with the information from the Union and I have read my Local No. 832 for the past year. I agree to the above statements are true. I agree that all monies paid by me shall be for the United Food & Commercial Workers International Union to represent me for the purposes of collective bargaining and other direct or indirect through such local union as it may duly designate. United Food & Commercial Workers Local No. 832 has confirmed that I am a member of the United Food & Commercial Workers Local No. 832 has confirmed that I have received personal information which is safeguarded and protected from unauthorized use. By signing this form, I consent to the use of my personal information for the purpose of the above and I consent to the sharing of my personal information with third parties by the Union. My personal information will not be sold to third parties.					
APPLICANT'S SIGNATURE	DATE SIGNED			LOCAL UNION EXECUTIVE OFFICER'S SIGNATURE	

## **LETTER OF UNDERSTANDING #1**

BETWEEN:

**TOWN OF VIRDEN**, located in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

### **RE: SUMMER STUDENT POSITIONS**

Late in 2021, the Town of Virden and the RM of Wallace-Woodworth decided to dissolve the then existing Prairie West Recreation Commission, a joint entity between the two municipalities. The Commission had on staff a Recreation Director and up to three students in the summer to assist with summer programming, such as Day Camps etc.

With the dissolution of the Commission, the Town decided to expand the position of Community Events Planner (already excluded in our contract) to include programming along with event planning and community development activities (tourism) etc. in order to fill the gap that was left by the dissolution. To host the day camp, the Town will require up to three summer students to assist. These will be university and high school students who will be employed for a few weeks each summer similar to our lifeguard and other summer student positions, which are out of scope. The plan is to hire one student, assuming a university student, to start in mid-May to organize the Day Camp and other summer programming activities, with two starting in early July, or going forward, the first calendar week day following July 1. This date will be determined each year dependent on where in the week July 1 falls.

The Leader (hired in May) would be paid \$15.00 per hour with the other two assistant positions (starting in July) being paid \$13.50 per hour. Both of these pay scales are below the pay scale in our contract for the General Laborer I position, which is the lowest pay scale in the contract. If someone from the bargaining unit wishes to apply it is certainly up to them, but as mentioned previously, the pay scale is lower than any of the positions within the bargaining unit. These positions will be summer positions only, and will conclude at the end of August. Under no circumstances will these positions begin prior to mid-May (Leader) or July 1 (Assistants) and extend beyond the end of August unless mutually agreed between the Union and Employer.

2....

These positions will not result in any loss of work for any bargaining unit members, as we are now creating new programs and opportunities that were previously being offered by another entity.

As such, the Town of Virden would like to create and hire three new summer student positions to fill these newly created roles and responsibilities, and have them out-of-scope. These jobs will be posted in accordance with Article 12 of this Collective Agreement (CBA) should a current bargaining Union member wish to apply.

This letter will expire at the same time as the current CBA, May 31<sup>st</sup>, 2025.

This letter will form part of the CBA and will be subject to Article 28 and 29 in the event of a dispute.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2022.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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\_\_\_\_\_

## **LETTER OF UNDERSTANDING #2**

BETWEEN:

**TOWN OF VIRDEN**, located in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

### **RE: Employee recognition, retention and recruitment wage adjustment**

In May 2023 the Union and the Employer discussed mutual issues and concerns with the recruitment and retention of employees. With a view to helping to address those concerns, the parties have agreed to a one-time mid-agreement increase to the wage rates in Appendix "B". This unique one-time adjustment of the wage rates in Appendix "B" is without precedent. This Letter of Understanding will continue in effect until a renewal collective agreement is negotiated by the parties, at which time this Letter of Understanding will cease to be in effect and will be deleted from the renewal collective agreement.

This will confirm the agreement between the Employer and the Union that, effective on June 1, 2023, all wage rates in Appendix "B" will be amended as follows:

B-1 Classifications and Wage Rates			CURRENT	June 1/21	June 1/22	June 1/23	One time wage adjustment June 1/23	June 1,24
				1.50%	2.00%	2.50%	\$2.20	2.50%
B-1.01 Water Workers Supervisor/Formen Operator in Charge								
		Start	\$ 27.60	\$ 28.01	\$ 28.57	\$ 29.29	\$ 31.49	\$ 32.27
		After 6 months	\$ 28.26	\$ 28.68	\$ 29.25	\$ 29.98	\$ 32.18	\$ 32.99
		After 12 months	\$ 28.92	\$ 29.36	\$ 29.95	\$ 30.69	\$ 32.89	\$ 33.72
B-1.02 Plant Operator in Training								
		Start	\$ 20.99	\$ 21.30	\$ 21.73	\$ 22.27	\$ 24.47	\$ 25.08
		After 6 months	\$ 21.43	\$ 21.76	\$ 22.19	\$ 22.75	\$ 24.95	\$ 25.57
		After 12 months	\$ 21.90	\$ 22.23	\$ 22.68	\$ 23.24	\$ 25.44	\$ 26.08
		1 certificate	\$ 22.31	\$ 22.65	\$ 23.10	\$ 23.68	\$ 25.88	\$ 26.53
		2 certificates	\$ 22.72	\$ 23.06	\$ 23.52	\$ 24.11	\$ 26.31	\$ 26.96
		3 certificates	\$ 23.12	\$ 23.46	\$ 23.93	\$ 24.53	\$ 26.73	\$ 27.40
B-1.03 Plant Operator I								
		4 certificates	\$ 23.52	\$ 23.87	\$ 24.35	\$ 24.96	\$ 27.16	\$ 27.84
		5 certificates	\$ 24.05	\$ 24.41	\$ 24.90	\$ 25.52	\$ 27.72	\$ 28.42
		6 certificates	\$ 24.58	\$ 24.95	\$ 25.44	\$ 26.08	\$ 28.28	\$ 28.99
		7 certificates	\$ 25.11	\$ 25.49	\$ 26.00	\$ 26.65	\$ 28.85	\$ 29.57
B-1.04 Plant Operator II								
		8 certificates	\$ 26.25	\$ 26.64	\$ 27.18	\$ 27.86	\$ 30.06	\$ 30.81
		9 certificates	\$ 26.92	\$ 27.32	\$ 27.87	\$ 28.56	\$ 30.76	\$ 31.53

<b>B-1.05 Plant Operator III</b>									
			<b>10 certificates</b>	\$ 27.42	\$ 27.83	\$ 28.39	\$ 29.10	\$ 31.30	\$ 32.08
<b>B-1.06 Public Works Supervisor/Foreman</b>									
			Start	\$ 26.48	\$ 26.88	\$ 27.42	\$ 28.10	\$ 30.30	\$ 31.06
			After 6 months	\$ 27.03	\$ 27.43	\$ 27.98	\$ 28.68	\$ 30.88	\$ 31.66
			After 12 months	\$ 27.87	\$ 28.28	\$ 28.85	\$ 29.57	\$ 31.77	\$ 32.56
<b>B-1.07 Equipment Operator I</b>									
			Start	\$ 20.99	\$ 21.30	\$ 21.73	\$ 22.27	\$ 24.47	\$ 25.08
			After 6 months	\$ 21.32	\$ 21.64	\$ 22.08	\$ 22.63	\$ 24.83	\$ 25.45
			After 12 months	\$ 21.86	\$ 22.19	\$ 22.63	\$ 23.19	\$ 25.39	\$ 26.03
<b>B-1.08 Equipment Operator II</b>									
			Start	\$ 22.60	\$ 22.94	\$ 23.40	\$ 23.99	\$ 26.19	\$ 26.84
			After 6 months	\$ 23.02	\$ 23.36	\$ 23.83	\$ 24.42	\$ 26.62	\$ 27.29
			After 12 months	\$ 23.65	\$ 24.01	\$ 24.49	\$ 25.10	\$ 27.30	\$ 27.98
<b>B-1.09 Sanitation I</b>									
			Start	\$ 20.66	\$ 20.97	\$ 21.39	\$ 21.93	\$ 24.13	\$ 24.73
			After 6 months	\$ 21.00	\$ 21.31	\$ 21.74	\$ 22.28	\$ 24.48	\$ 25.10
			After 12 months	\$ 21.48	\$ 21.80	\$ 22.24	\$ 22.79	\$ 24.99	\$ 25.62
<b>B-1.10 Sanitation II</b>									
			Start	\$ 21.82	\$ 22.15	\$ 22.59	\$ 23.16	\$ 25.36	\$ 25.99
			After 6 months	\$ 22.16	\$ 22.49	\$ 22.94	\$ 23.51	\$ 25.71	\$ 26.36
			After 12 months	\$ 22.69	\$ 23.03	\$ 23.49	\$ 24.08	\$ 26.28	\$ 26.94
<b>B-1.11 General Labourer I</b>									
			Start	\$ 14.98	\$ 15.21	\$ 15.51	\$ 15.90	\$ 18.10	\$ 18.55
			After 6 months	\$ 15.58	\$ 15.82	\$ 16.13	\$ 16.54	\$ 18.74	\$ 19.20
			After 12 months	\$ 16.76	\$ 17.02	\$ 17.36	\$ 17.79	\$ 19.99	\$ 20.49
			After 3120 Hrs	\$ 17.64	\$ 17.91	\$ 18.27	\$ 18.72	\$ 20.92	\$ 21.45
			After 4160 Hrs	\$ 18.01	\$ 18.28	\$ 18.65	\$ 19.11	\$ 21.31	\$ 21.85
<b>B-1.12 General Labourer II</b>									
			Start	\$ 19.65	\$ 19.95	\$ 20.34	\$ 20.85	\$ 23.05	\$ 23.63
			After 6 months	\$ 19.93	\$ 20.23	\$ 20.63	\$ 21.15	\$ 23.35	\$ 23.93
			After 12 months	\$ 20.38	\$ 20.68	\$ 21.09	\$ 21.62	\$ 23.82	\$ 24.42
<b>B-1.13 Landfill Attendant</b>									
			Start	\$ 22.14	\$ 22.47	\$ 22.92	\$ 23.49	\$ 25.69	\$ 26.33
			After 6 months	\$ 22.48	\$ 22.82	\$ 23.28	\$ 23.86	\$ 26.06	\$ 26.71
			After 12 months	\$ 22.82	\$ 23.16	\$ 23.62	\$ 24.21	\$ 26.41	\$ 27.07
<b>B-1.14 Parks &amp; Recreation Foreman</b>								\$ 3.48	
			Start	\$ 24.25	\$ 24.62	\$ 25.11	\$ 25.74	\$ 29.22	\$ 29.95
			After 6 months	\$ 24.86	\$ 25.23	\$ 25.73	\$ 26.38	\$ 29.86	\$ 30.60
			After 12 months	\$ 25.46	\$ 25.84	\$ 26.36	\$ 27.02	\$ 30.50	\$ 31.26
<b>B-1.15 Recreation Technician</b>									
			Start	\$ 19.68	\$ 19.98	\$ 20.38	\$ 20.89	\$ 23.09	\$ 23.67
			After 6 months	\$ 19.96	\$ 20.26	\$ 20.67	\$ 21.18	\$ 23.38	\$ 23.97
			After 12 months	\$ 20.42	\$ 20.73	\$ 21.14	\$ 21.67	\$ 23.87	\$ 24.47
			1 certificate	\$ 21.02	\$ 21.34	\$ 21.76	\$ 22.31	\$ 24.51	\$ 25.12
			2 certificates	\$ 21.62	\$ 21.95	\$ 22.39	\$ 22.95	\$ 25.15	\$ 25.78
			3 certificates	\$ 22.21	\$ 22.55	\$ 23.00	\$ 23.57	\$ 25.77	\$ 26.42
			4 certificates	\$ 22.82	\$ 23.16	\$ 23.62	\$ 24.21	\$ 26.41	\$ 27.07

Employees shall receive full retroactive pay to June 1, 2023 within thirty (30) days of signing this Letter of Understanding (LOU).

The parties agree to amend Appendix "B" of the Collective Bargaining Agreement (CBA) with the new wage scale as outlined above.

In light of enhanced duties and workload in the classification of Parks & Recreation Foreman (B-1.14) a further wage adjustment was made in addition to the adjustment in all other classifications.

Where there is a conflict between the CBA and this LOU #2, this LOU #2 shall apply.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS                      DAY OF                      , 2023.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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### LETTER OF UNDERSTANDING #3

BETWEEN:

**TOWN OF VIRDEN**, located in the Province of Manitoba, hereinafter referred to as the "Employer",

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 832**, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the "Union".

#### RE: Article 1.01

The Parties agree to amend article 1.01 as follow:

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all persons employed by the Town of Virden, in the Province of Manitoba, except Chief Administrative Officer, Economic Development Manager, Office/Human Resource Manager, Chief Financial Officer, Utilities Manager, **Event and Programming Coordinator** ~~Community Development Manager~~, **Operations and Facilities Manager** ~~Manager of Parks and Recreation~~, Executive Assistant, Confidential Secretary, Accounting Clerk, RCMP Secretary and those excluded by the Act.

Following the signing of this Letter of Understanding (LOU), the parties agree to amended Manitoba Labour Board Certificate NO. MLB-4785 to reflect the above exclusions.

Where there is a conflict between the Collective Bargaining Agreement and this LOU #3, this LOU #3 shall apply.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE DULY EXECUTED THIS LETTER OF UNDERSTANDING.**

**SIGNED THIS 6th DAY OF February, 2024.**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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