

THE RURAL MUNICIPALITY OF WHITEMOUTH

BY-LAW NO. 597/12

BEING A BY-LAW OF THE RURAL MUNICIPALITY OF WHITEMOUTH TO PROVIDE FOR THE BENEFITS OF THE EMPLOYEES OF THE RURAL MUNICIPALITY OF WHITEMOUTH

WHEREAS Section 406(2) of The Municipal Act provides as follows:

- 406(2) Every municipality must, by by-law, establish or participate in a pension plan for its employees;
- 406(2.1) In addition to pension benefits, a municipality may provide other benefits for employees, their dependents or their survivors through the same or separate plans.

AND WHEREAS it is deemed expedient and in the best interests of The Rural Municipality of Whitemouth to provide for benefits and conditions of employment for employees of the municipality;

NOW THEREFORE BE IT AND IT IS HEREBY ENACTED that the Council of The Rural Municipality of Whitemouth, duly assembled, enact as follows:

- 1. **THAT** the benefits and conditions of employment of the employees of the Rural Municipality of Whitemouth be as set forth in Schedule "A" attached hereto.
- 2. **THAT** the Reeve and the Chief Administrative Officer of The Rural Municipality of Whitemouth are hereby authorized and instructed to execute the agreement, as set out in Schedule "A" attached hereto, for and on behalf of the Municipality.
- 3. **THAT** By-law 507/08 is hereby rescinded.

DONE AND PASSED by the Council of The Rural Municipality of Whitemouth in regular session assembled, this 13th day of March, AD. 2013.


Reeve


Chief Administrative Officer

Read a first time this 20th day of February, AD. 2013
Read a second time this 20th day of February, AD. 2013
Read a third time this 13th day of March, AD. 2013

THE RURAL MUNICIPALITY OF WHITEMOUTH

SCHEDULE "A" TO BY-LAW NO. 597/12

This Agreement made as of the 13th day of March, 2013

BETWEEN: The Rural Municipality of Whitemouth (hereinafter referred to as the "Municipality")

-and-

The employees of the Rural Municipality of Whitemouth, excluding the handi-van drivers, the volunteer firefighters and Fire Chief, and those covered by the Collective Agreement with the International Union of Operating Engineers (hereinafter referred to as "Employees").

Article 1 PROBATION

1.1 All newly hired employees shall be on probation for a period of 120 actual working days, during which time either the employee or the municipality may terminate the employment without notice or cause. At the end of the probation, the Municipality may terminate the employment without notice or continue the employment, at its discretion.

Article 2 HOURS OF WORK

- 2.1 Administration
Monday through Friday 8:00 a.m. to 4:30 p.m.
- 2.2 Recording of work hours shall be the responsibility of each Department head and shall be reported to the Administrative Office bi-weekly. Each employee shall complete the statement of attendance, vacation and over-time report bi-weekly.
- 2.3 Employees shall be entitled to overtime pay as per the current Manitoba Employment Standards Code for work requested and authorized by the Department head.
- 2.4 All employees shall be allowed one (1) fifteen (15) minute rest period with pay for every period of work of three (3) hours, with such rest period to be taken at the job site, at 10:00 a.m. and at 3:00 p.m.
- 2.5 All employees shall take a one half (1/2) hour lunch break.

Article 3 HOLIDAYS

3.1 The following holidays shall be observed by all employees:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (First Monday in August)	Louis Riel Day
	Remembrance Day

- 3.2 In order to qualify for holiday pay, which shall be equal to 4% of the earnings in the previous two pay periods (4 weeks), an employee must have:
- a) worked the last scheduled day before and the first scheduled day after the holiday, unless his/her absence was authorized or justified; and
 - b) reported for work if required on the holiday.
- 3.3 If December 24th, Christmas Eve Day or January 1st, New Year's Eve Day falls on a week day, employees may leave work at noon on those days.
- 3.4 If a holiday falls on either a Saturday or Sunday, the Friday before or the Monday after will constitute the holiday as determined by the Municipality.

Article 4 **VACATION**

- 4.1 Employees shall accumulate vacation leave entitlement as follows:
- a) an employee who has completed less than five (5) years of service shall be entitled to fifteen (15) working days vacation entitlement per year.
 - b) an employee who has completed more than five (5) years of service shall be entitled to sixteen (16) working days vacation entitlement per year, plus one day for each year thereafter, to a maximum of twenty-five (25) working days vacation per year.
 - c) part-time employees shall be entitled to vacation entitlement for a portion of a year of service in the same amount for each year of a full time employee, prorated for the actual time worked in the 12 month period.
 - d) casual employees shall be paid according to the *Employment Standards Code*.
- 4.2 When a holiday falls within an employee's vacation, the employee is entitled to one extra day of vacation.
- 4.3 All vacations are to be taken in the year immediately following that in which the entitlement was accumulated, however, with the written permission of the Municipality, vacation leave entitlement may be carried over from one year to the next.
- 4.4 The Municipality shall schedule vacations so as to least interfere with the continuance of operations as possible, but wherever possible vacation time shall be granted at such a time as mutually agreeable to employees and the Municipality.
- 4.5 Vacation entitlement may be taken over more than one (1) period, but in not less than 1 day increments.
- 4.6 Vacation entitlement must be requested by submitting a written application to the immediate supervisor. In the case of the CAO, this shall be council.

Article 5 **JURY DUTY OR COURT WITNESS**

- 5.1 The Municipality shall grant a leave of absence with pay and the employee shall reimburse the municipality for any compensation received from the courts for their time, and without loss of seniority to an employee summoned or subpoenaed as a court witness or called for jury duty providing the employee is not appearing as a witness in his or her own personal matter. The Municipality may require the employee to provide proof of service of the summons or subpoena.

Article 6 **SICK LEAVE**

- 6.1 Full time employees shall accumulate sick leave entitlement at the rate of 1.5 days per completed month of active employment. Permanent part-time employees shall accumulate sick leave entitlement at the rate of 1.5 days per month x percentage of normal full time hours worked.
- 6.2 Sick leave may be used by an employee when he/she is unable to perform his/her duties, provided that any absence does not exceed one (1) day or a medical certificate by a qualified medical practitioner justifying the absence is provided upon the return to work.
- 6.3 Employees shall be entitled to use accumulated sick leave credits for the purpose of attending their own medical or dental appointments. In addition employees shall be entitled to (4) days in each year from accumulated sick leave credits for the purpose of attending medical or dental appointments or attending to the medical needs or illness of a parent, spouse or child, to a maximum of 4 days each year.
- 6.4 The Municipality may require a medical certificate from a qualified medical practitioner in any case of an employee absence.
- 6.5 Sick leave shall not be used by an employee for any period(s) of illness which occur(s) during his/her regularly scheduled vacation or any other leave of absence.

6.6 Sick leave benefits may be accumulated to a maximum of one hundred twenty (120) days.

Article 7 **COMPASSIONATE LEAVE**

7.1 Leave of up to three (3) paid days may be allowed if and as required for an employee to arrange and/or attend the funeral of:
Spouse Child Step Child Parent Sibling Grandparent

7.2 Leave of one (1) day may be allowed to attend the funeral of:
Mother-in-law Father-in-law Brother-in-law Sister-in-law
Son-in-law Daughter-in-law Aunt Uncle
and any other relative living with the employee who is dependent on the employee.

7.3 An additional two days may be granted if travelling 400 km or farther (one way) to attend the funeral.

Article 8 **MATERNITY/PATERNITY/ADOPTION/COMPASSIONATE CARE LEAVE**

8.1 The provisions of the Employment Standards Code shall govern maternity, paternal, adoption and compassionate care leave.

Article 9 **PENSION PLAN**

9.1 After six (6) months of employment, employees will participate in the Municipal Employees' Benefits Program Pension and Group Insurance Plan when eligibility requirements are met, pursuant to Subsection 406(1) of The Municipal Act. The cost for such participation shall be borne equally by the employees and the Municipality. Part-time, seasonal or temporary employees may voluntarily participate once the probation period has been completed.

Article 10 **LIFE INSURANCE AND LONG-TERM DISABILITY INSURANCE**

10.1 After six (6) months of employment, employees will participate in the Municipal Employees' Benefits Board Long Term Disability Plan when eligibility requirements are met, pursuant to Subsection 406(1) of The Municipal Act. The cost for such participation shall be borne equally by the employees and the Municipality. Part-time, seasonal or temporary employees may voluntarily participate once the probation period has been completed.

Article 11 **TRAVELLING EXPENSES**

11.1 All employees shall be entitled to reimbursement as per council rate for usage of their own automobiles on Municipality business, and in addition, upon provision of receipts, shall be entitled to reimbursement of room rentals and meal costs incurred while travelling on Municipality business.

Article 12 **PROFESSIONAL ASSOCIATION FEES**

12.1 If such membership by an employee is deemed necessary by the Municipality, then the Municipality shall pay all required fees.

12.2 Employees may be authorized and receive reimbursement or compensation for attending conventions, seminars, courses and meetings deemed necessary or beneficial to the operations of the Municipality.

Article 13 **CERTIFICATE PROGRAM FOR MANITOBA MUNICIPAL ADMINISTRATORS**

13.1 Tuition and registration fees may be reimbursed to employees participating in this program, at the discretion of the Municipality.

13.2 Leaves of absence with pay shall be granted to employees for the purpose of:

- a) writing examinations in courses taken for this program; and

- b) attendance at required seminars in such courses.

Article 14 **DISMISSAL AND LAY-OFF**

- 14.1 The Municipality may at any time dismiss an employee for just cause.
- 14.2 In the absence of just cause, either party may terminate the employment by payment in lieu of notice or the lesser of:
- a) one month's written notice, or
 - b) written notice of a period of time equal to the period in respect of which a regular instalment of salary is paid to the employee.
Or:
where employment has been less than one year, written notice of one week is required

Article 15 **MISCELLANEOUS**

- 15.1 All employees are public servants and as such must be very conscious of the importance of their relationship with the public. Accordingly, all employees are expected to show care and economy in the use of the Municipality's supplies and equipment, and strive for efficiency. Any suggestions as to ways or means of improving the service and efficiency of the operation are welcomed.
- 15.2 An employee who has been employed by the municipality for a period of six months or more, and who requires ambulance transportation for his or herself other than during actual working hours for the municipality, shall be reimbursed up to a maximum of \$500.00 per annum by the municipality to cover such costs.
- 15.3 After six months of employment, employees shall be allowed a reimbursement up to a maximum of \$150.00 per annum for corrective lenses. This allowance may be carried over to a maximum of two years or \$300.00.
- 15.4 Employees shall be entitled to an Employer administered Health Care Spending Account, as per Municipal Policy, to a maximum of one thousand two hundred dollars (\$1,200.00) per year, commencing August 1st 2012 of each and every year. Upon presentation of employee and immediate family member's medical receipts to the Employer an Employee shall be reimbursed from the Employee Health Care Spending Account.

Unused portion of the Employee Health Care Spending Account shall not be paid out.

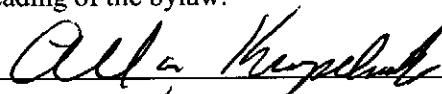
Employees will have the option of choosing one of the following:

1. Receiving \$100.00 paid for each month of full-time employment from August 1, 2012 to the date of ratification of this agreement, or;
2. \$100.00 allocated toward their Employee Health Care Spending Account for each month of full-time employment from August 1, 2012 to the date of ratification of this agreement.

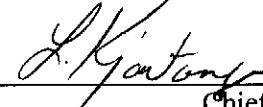
Health Care Spending Account will be applicable to anything that has been prescribed by a registered health care provider, (including doctors, nurse practitioners, dentists, etc.)

Article 16 **TERM OF AGREEMENT**

- 16.1 This agreement shall be effective after third reading of the bylaw.



Reeve



Chief Administrative Officer