

COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 857**

- AND -

DAUPHIN RECREATION SERVICES

TERM OF AGREEMENT:

JANUARY 1, 2017 TO DECEMBER 31, 2020

TABLE OF CONTENTS

DEFINITION	1
ARTICLE 1 – EFFECTIVE DATE	2
ARTICLE 2 – RECOGNITION	2
ARTICLE 3 – NO DISCRIMINATION	3
ARTICLE 4 – CHECK-OFF OF UNION DUES	3
ARTICLE 5 – NEGOTIATIONS/BARGAINING COMMITTEE	4
ARTICLE 6 – SENIORITY AND PROBATIONARY PERIOD	4
ARTICLE 7 – LAYOFFS AND RECALL	7
ARTICLE 8 – DISCIPLINE	8
ARTICLE 9 – PROMOTIONS AND STAFF CHANGES	9
ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 11 – HOURS OF WORK	13
ARTICLE 12 – OVERTIME	16
ARTICLE 13 – GENERAL HOLIDAYS	18
ARTICLE 14 – ANNUAL VACATION	19
ARTICLE 15 – SICK LEAVE	21
ARTICLE 16 – LEAVE OF ABSENCE	22
ARTICLE 17 – PAYMENT OF WAGES	24
ARTICLE 18 – SAFETY	25
ARTICLE 19 – STRIKES AND LOCKOUT	25
ARTICLE 20 – MANAGEMENT RIGHTS	26
ARTICLE 21 – BULLETIN BOARD	27
ARTICLE 22 – JOB DESCRIPTIONS	27
ARTICLE 23 – WAGE SCHEDULE	28
ARTICLE 24 – PERSONNEL FILE	28
ARTICLE 25 – TRAINING AND EDUCATION	28
ARTICLE 26 – ADDITIONAL EXPENSES	29
ARTICLE 27 – DRIVER’S LICENCE	30
ARTICLE 28 – ACCESS AGREEMENT	30
ARTICLE 29 – TRANSPORTATION AND/OR VEHICLE ALLOWANCE	30
ARTICLE 30 – BENEFITS	30
ARTICLE 31 – LABOUR MANAGEMENT MEETINGS	32
ARTICLE 32 – CLOTHING AND SAFETY WEAR	32
SCHEDULE “A”	37
LETTER OF UNDERSTANDING	40
RE: MAINTENANCE III POSITIONS	40

THIS AGREEMENT made the 21st day of December, 2017.

BETWEEN:

DAUPHIN RECREATION SERVICES
(hereinafter referred to as "The Employer")

OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 857
chartered by the Canadian Union of Public Employees
(hereinafter called "The Union")

OF THE SECOND PART

DEFINITION

In this Agreement unless the context otherwise requires:

Permanent Employee: Shall mean an employee who is filling a position of a permanent nature.

Full-time Employee: Shall mean an employee who is scheduled to work the hours of Article 1101 (a).

Part-time Employee: Shall mean an employee who is employed on a regularly scheduled basis and less than thirty-seven and one-half (37 ½) hours per week.

Casual Employee: Shall mean an employee who is hired to fill a position on an "as needed basis" with no regularly scheduled hours. Casual employees who work regularly scheduled hours for thirty (30) consecutive days or more will be considered term employees.

Temporary Employee: Shall mean an employee who is hired to fill a position of a short term temporary project, or made temporarily vacant by vacation, illness, injury, leave of absence or general holiday.

Term Employee: Shall mean an employee who is employed for a specific length of time, not less than thirty (30) consecutive calendar days, and of twelve (12) months or less for a specific job. When a term employee is hired, the Employer shall advise the Union in writing of the employee's name, classification, department and nature of the temporary assignment. The term of employment of such employee may be extended only by mutual agreement in writing, between the Employer and the Union.

A term employee who has worked continuously for a period of twenty-four (24) months or more will be taken on as a permanent employee.

Seasonal Employee: Shall mean an employee who is not employed continuously throughout the year but is employed on work projects during such periods of the year as works are undertaken by the Employer.

Department Head: Shall be the General Manager.

ARTICLE 1 – EFFECTIVE DATE

101 This Agreement shall take effect and be binding upon all parties from January 1, 2017 to December 31, 2020 and shall remain in effect thereafter from year to year unless notice shall be given by either party not more than sixty (60) days and not less than thirty (30) days prior to the expiry date.

ARTICLE 2 – RECOGNITION

201 The Employer approves and recognizes the Union as the sole collective bargaining agent for persons employed by Dauphin Recreation Services and covered under MLB Certificate No. 6672.

202 All correspondence arising out of this Agreement shall pass to and from the General Manager or designate, and the Vice President of the Local Union or designate.

203 Persons who are excluded from the bargaining unit under the terms of this Agreement shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available at either regular or overtime rate. This Article will not be interpreted to prohibit Local 3240 from carrying out their regular day to day duties

and filling in for staff when no members of Local 857 are available at either regular or overtime rate.

ARTICLE 3 – NO DISCRIMINATION

- 301 The Employer and Union agree that there will be no discrimination contrary to the Manitoba *Human Rights Code* or the Manitoba *Labour Relations Act*.
- 302 All persons successful in applying to the Employer for permanent employment are required as a condition of continued employment to successfully complete a thorough medical examination and must provide the Employer with a Certificate stating that the employee is physically fit for the position. The costs of such examination and certificate are the sole responsibility of the employee. Should the Employer require a further medical opinion, the employee shall attend at the physician mutually agreed upon, and the cost of such medical examination and report shall be borne by the Employer. An employee's failure to complete the necessary examination or provide the required Certificate shall result in his/her termination of employment. Failure to obtain a medical certification of his/her fitness for the work for which he/she was hired within two (2) months of the start shall result in the employee's termination of employment.

ARTICLE 4 – CHECK-OFF OF UNION DUES

- 401 The Employer agrees:
- To deduct from the wages of each employee covered by this Agreement, such dues as are authorized in writing by the Union. Such dues shall be deducted from each pay cheque and forwarded to the Secretary/Treasurer of the Union by the 15th day of the following month. The union dues shall be accompanied by a list of employees pertinent to the pay periods, their classification and full-time equivalent (FTE) status, current earnings and current dues deducted. Every January, the Employer shall provide the Union with the address and home phone number of all members.
- 402 The Employer agrees to acquaint potential employees with the fact

that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with union security and dues check off.

403 When Income Tax (T-4) slips are made available to the employees, the Employer shall indicate the amount of Union dues paid by such employees during the previous year.

404 The Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising out of the application of this Article.

ARTICLE 5 – NEGOTIATIONS/BARGAINING COMMITTEE

501 Bargaining Committee

A Bargaining Committee shall be appointed by the Parties and consist of four (4) members, two (2) to be appointees of the Employer and two (2) to be appointees of the Union. Each Party will advise the other of its appointees.

502 Assistance during Negotiations

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer at the same time shall be entitled to have the assistance of its Solicitor or any other representative as it deems fit.

503 Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting must be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than ten (10) calendar days after the request has been given.

ARTICLE 6 – SENIORITY AND PROBATIONARY PERIOD

601 Seniority Defined

Seniority shall be defined as the length of continuous service of the employee by the number of hours worked with Dauphin Recreation Services and its respective predecessors (the Town of Dauphin and/or the Dauphin Memorial Community Centre) and shall include periods of term employment.

602 Seniority Lists

A seniority list shall be sent to the local union and union representative in January of each year showing each employee's seniority as of December 31st, of the previous year.

603 If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer, he/she shall not lose their seniority rights.

604 An employee shall only lose his/her seniority rights in the following events:

- (a) He/she is discharged for just cause and is not reinstated.
- (b) He/she resigns.
- (c) After a layoff, he/she fails to return to work within seven (7) calendar days of actual notice being given to the employee or written notice forwarded by ordinary mail to the employee's last known address, unless there is sickness or just cause.
- (d) It shall be the responsibility of the employee to keep the Employer informed of his/her current address.
- (e) He/she is laid off for a period longer than two (2) years.
- (f) That he/she loses seniority rights through the disciplinary process.

605 Seniority

Seniority will continue to accrue if an employee:

- (a) **Is on any period of regular paid hours**
- (b) **Is on any period of unpaid leave of up to four (4) consecutive weeks**
- (c) **Is on any period of Union Leave as per article 1602**

Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence longer than four (4) weeks in length;
- (b) Is laid off for less than twenty-four (24) months

Probationary Period

- (a) All new employees shall serve a probationary period of six (6) months or nine hundred and seventy-five (975) hours work since the last date of hire. After the successful completion of the probationary period, employee seniority shall be effective from his/her last date of hire in the bargaining unit and his/her name shall be placed on the seniority list. During the probationary period, the employee shall be entitled to all rights and privileges of this Agreement except in respect to discharge. **A probationary employee shall retain the right to grievance for discharge, in cases of arbitrary, discriminatory, or bad faith discharge.**
- (b) During an employee's probationary period, he/she may be terminated by the Employer unless the termination is arbitrary, discriminatory, or in bad faith. **Should the employer deem a probation extension to be necessary, they shall notify the Union.** Employer requested extensions to an employee's probationary period shall not be unreasonably denied **by the Union.** The Employer shall provide each probationary employee with a written evaluation mid way in their probationary period, to allow the probationary employee the opportunity to improve if needed.

606 Seniority during Transfers to Supervisory Positions

An employee who has been promoted or transferred will be allowed a trial period of up to ninety (90) calendar days to prove his competence

in the new position. During this trial period, the Employer may remove the employee from the position, **should the employee prove to be unsatisfactory in the new position, or if done voluntarily by the employee with notice to the employer**, and return him to his former position and wage rate without any loss of seniority. Other employees affected shall be returned to their former position as required, **without loss of seniority, with as much notice as possible. After the successful completion of the trial period, the transfer or promotion shall be considered permanent.**

607 Employees hired under a Government Grant shall not accumulate seniority.

ARTICLE 7 – LAYOFFS AND RECALL

701 In the event of a layoff, senior employees shall be retained provided they have the ability and qualifications to perform the duties required. In the event of recall, the employees laid off shall be recalled in order of seniority provided that they are capable of performing the duties required for the position being filled. Notification of availability of work shall be by personal contact, or by ordinary mail, addressed to the last address of which the employee shall have reported to the Employer.

702 General Principles

If a regular employee is removed from a position, such employee shall be eligible to displace in accordance with the following conditions:

- (a) the laid off employee has the required qualifications to perform the duties of the position;
- (b) the position will not be deleted within sixty (60) calendar days;
- (c) the employee to be displaced has less seniority;
- (d) if an employee chooses not to displace, such employee shall only remain eligible to fill a vacant position for which they have the qualifications, or to be laid off;
- (e) an employee may not displace or be re-called to a position with a greater Full-Time Equivalent (FTE); and

- (f) A meeting with the Employer, the Union and the affected employee(s) will be held to identify all of the potential positions to displace to. The most senior employee will choose first amongst the positions eligible to displace to.

703 The Employer may lay off an employee:

- (a) On two (2) week's notice in the case of a permanent employee paid on an hourly basis, if the employee chooses not to displace an employee as per 702 above.
- (b) On forty-eight (48) hour's notice in the case of a non-permanent employee employed on an hourly basis.
- (c) Any employee may resign on giving similar notice.

Failure to be available for work within seven (7) calendar days of receipt of notification in accordance with the Agreement shall result in the loss of seniority and any further right of recall and termination, unless through sickness or just cause.

The Employer may proceed to recall the next most senior employee where the most senior employee is unable to report to work immediately as required by the Employer.

704 No permanent employees shall lose their jobs as a result of contracting out of service.

ARTICLE 8 – DISCIPLINE

801 An employee, other than a Probationary employee may be disciplined, suspended or discharged for just cause.

The value of progressive discipline, with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme

cases, discipline or discharge for cause should be preceded by a documented record of counselling, warnings (oral then written) and suspensions.

Any employee being disciplined shall have the right to Union representation at a disciplinary meeting.

- 802 The General Manager or any other designate of the Employer may, in his/her discretion for cause, suspend an employee for a sufficient period for Dauphin Recreation Services to conduct a review of the employee's behaviour. In any event, this suspension will not be longer than a period of two (2) weeks and the employee shall suffer no loss of wages during the review. **Every effort will be made to keep this period to its minimum.**
- 803 In the event that an employee is discharged, he/she will be paid his/her wages and vacation owing to him/her by the Employer within five (5) office working days.
- 804 An employee may resign on giving fourteen (14) calendar days notice exclusive of any earned holidays.
- 805 If it should be determined that such employee was unjustly dealt with, he/she shall be reinstated in his/her former position and shall be compensated for all lost time at his/her regular rate of pay or granted such lesser compensation as may be deemed fair under the circumstances.

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES

- 901 The Employer will ensure that all employees are aware of vacant positions in the bargaining unit by posting a notice on the bulletin board for a minimum of ten (10) calendar days. Such notice shall contain the following information:
- (a) Classification of the position, the general duties, the qualifications required including necessary knowledge, education skills, abilities, the wage rate, and other pertinent information as the Employer may deem necessary.
 - (b) No permanent appointment to the position shall be made until after the expiration of the posting period.

- (c) In filling vacant positions, appointments shall be made to the applicant having the required qualifications and, where two or more applicants have the required qualifications, to the applicant with the greatest seniority.
- (d) Preferences shall be given to permanent employees.

If an employee has been promoted **or transferred**, he/she will be allowed a trial period of **up to ninety (90) calendar days** to prove her/his competence in their new position. During this trial period, the Employer may remove the employee from the position, **should the employee prove to be unsatisfactory in the new position, or if done voluntarily by the employee with notice to the Employer**, and return him/her to his/her former position and wage rate without any loss of seniority. Other employees affected may be returned to their former positions as required, without loss of seniority, **with as much notice as possible**.

- 902 Where the most senior employee is not promoted, upon that employee's application to the General Manager, that employee shall be given the reasons for his/her unsuccessful application.
- 903 The Union shall be notified within fourteen (14) calendar days of all appointments, hirings, lay-offs, re-hirings and termination of employment for positions for which it is the sole bargaining agent.
- 904 When an employee is **required by management** to temporarily relieve in or perform the principal duties of a higher rated position **within the bargaining unit**, the employee shall receive the minimum salary of the higher rated position or **one-dollar (\$1.00) per hour** higher than the employee's rate of pay, whichever is greater, **up to the maximum rate of the position being filled**, if relief is for a period of **one (1) day or greater**. The employee will be paid from the start of the relief.
- 905 During the posting or advertising procedure, it is understood that the Employer may make temporary appointments for up to sixty (60) days, if necessary, while waiting an appointment of an applicant for a position.
- 906 When an employee is promoted within the bargaining unit, their new and future hourly wage will be the hourly rate of their new job title

which is the next higher hourly rate on the wage schedule to the hourly rate on their former job title.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

1001 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. The parties agree to make an earnest effort to settle grievances. The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than two (2) members who shall be employees of the Employer covered by this Agreement.

If an employee who has been suspended or dismissed feels that they have been unjustly dealt with he/she shall promptly notify the Chairperson of the Grievance Committee in accordance with the grievance procedure and the Union may thereupon invoke the grievance procedure. Grievances concerning discharges shall be initiated at Step 3 of the Grievance Procedure.

Step 1 – Discussion Stage – Within five (5) working days after the cause of a grievance occurs, the grievor shall attempt to resolve the dispute with his/her immediate Supervisor who is outside the bargaining unit.

Step 2 – If the grievance is discussed but not resolved in the Discussion Stage within five (5) working days of the occurrence thereof the grieving employee(s) with the Steward present, if the employee desires, shall make oral or written presentation to his/her immediate supervisor, as designated in the employee's job description. If the employee does not obtain satisfaction from his/her immediate supervisor, within three (3) working days after the dispute was submitted, the case may be referred to the Grievance Committee for the Union for review, and they after reviewing the dispute, consider the grievance justified, shall make their submissions to the General Manager of the Employer within seven (7) calendar days. The grievance shall set forth the nature of the grievance, the articles of the Agreement allegedly violated, and the remedy or correction required. The General Manager or his/her designate shall respond within seven (7) calendar days of receiving the grievance.

In the event the immediate supervisor as per the job description is directly

involved with the grievance, the employee shall be entitled to proceed to the next step in the grievance procedure.

Step 3 – If the matter is not resolved in Step 1, the Grievance Committee may appeal the decision of the General Manager to the DRS Board of Directors Personnel Committee (Personnel Committee) within five (5) working days from the date such decision was received by the Union.

The Personnel Committee shall review the grievance and provide the Grievance Committee with a written decision within (10) working days of receipt of such notice.

Step 4 – If a grievance is not resolved under the foregoing, or the parties elect not to proceed, the parties shall, not later than fifteen (15) working days after the receipt of the decision of the Personnel Committee, refer the said grievance to arbitration pursuant to the provisions of the *Labour Relations Act*.

Where the parties are unable to agree upon an arbitrator within twenty (20) calendar days of the referral of the grievance, the Manitoba Labour Board shall be requested to make an appointment. In reaching a decision, the arbitrator shall be governed by the provisions of the Agreement and shall render his/her decision within thirty (30) calendar days from the last day of the hearing. The arbitrator shall not be vested with the power to change, monitor, or alter any of the terms of this Agreement. All grievances submitted to the arbitrator must present an arbitrable issue under this Agreement and shall not involve the determination of the subject matter not covered by this Agreement.

The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee affected by it. The arbitrator's expense shall be borne one-half (½) by the Employer and one-half (½) by the Union.

1002 General Grievance Procedures

- (a) Grievances and replies shall be in writing at all stages.
- (b) Grievances settled satisfactorily shall take effect at the time established by mutual agreement.

- (c) The Union may initiate a grievance within fourteen (14) calendar days of becoming aware of a matter giving rise to a grievance by writing to the other party outlining its alleged violation of the Agreement. Where no resolution is reached within twenty (20) calendar days, either party may refer the matter to Step Three (3) herein.
- (d) Time limits as set out in the various steps to this grievance procedure may be extended by mutual agreement by writing.
- (e) In the discussions of grievances with representatives of the Employer, the Grievance Committee may at any time be accompanied by representatives of the Canadian Union of Public Employees and the Employer may be accompanied by its Solicitor or other advisor.
- (f) Unless a request to initiate or process a grievance is made by the employee within a mandatory time limit stated above, the grievance shall be deemed to be settled on the basis of the Employer's reply.

ARTICLE 11 – HOURS OF WORK

- 1101
- (a) The normal work week shall consist of five (5) consecutive days of seven and one-half (7 ½) hours per day for a total of thirty-seven and one-half (37½) hours per week.
 - (b) **Employee's may be scheduled up to 6 days in a row, subject to mutual agreement between the employer and the employee for the sixth shift, and subject to regular scheduling requirements unless otherwise mutually agreed. All such mutual agreement may be rescinded at any time, subject to four (4) weeks notice. Article 1202 (b) shall be in effect for any sixth shift not mutually agreed to.**

The employees acknowledge that they are specifically employed in the field of recreation by Dauphin Recreation Services and that the regular hours of employment and/or the regular days of employment

shall fluctuate from time to time as required by the Employer. The Employer agrees not to unreasonably demand unusual hours or days of employment of the employees.

1102 Posting of Work Schedules

- (a) The Employer shall post a minimum of two (2) weeks in advance a schedule including start and quitting time of all employees.
- (b) Any employee required to go out of town for that day or part of the day, which encompasses the part of the day in which lunch time is taken, must be notified one (1) day prior to going, or lunch must be provided by Dauphin Recreation Services at no cost to the employees.

Exceptions: In the event that a schedule of a forthcoming event has not been provided in adequate time.

1103 Break Period

All employees who work for four (4) consecutive hours shall be permitted a fifteen (15) minute paid rest period after the first two (2) hours and shall be permitted a second fifteen (15) minute paid rest period in the second half of a seven and one-half (7 ½) hour shift.

1104 Minimum Hours for Hourly Employees

An employee who reports for work as scheduled, who is unable to commence or continue the duties assigned that day for reasons beyond the employee's control and is sent home, shall receive a minimum of three (3) hours pay at the employee's regular rate or as dictated by provincial regulations.

1105 Shift Premium

A shift premium of **one dollar (\$1.00)** per hour will be paid to employees on all hours **worked** which fall between 12:00 a.m. up until **6:00 a.m.**

1106

Shift Change

- (a) The Employer agrees to provide forty-eight (48) hours notice when changing a full-time employee's shift and twenty-four (24) hour's notice in the case of a part time employee, except in the event of an emergency (an emergency is defined as a snowstorm, flood, breakdown of machinery or other similar forces beyond the Employer's control).
- (b) Should the Employer fail to give forty-eight (48) hours notice of a shift change, the affected employee(s) will be compensated at time and one-half (1 ½) for all hours worked outside the original shift.
- (c) Mutual agreement to a shift change will not incur any additional costs for the Employer.
- (d) Alterations in length of shifts and/or number of consecutive days worked will not serve to reduce an employee's biweekly regular hours of seventy-five (75) hours.

1107

The highest qualified and most senior facilities maintenance and the highest qualified and most senior parks maintenance employee will be designated to be in charge and a premium of **one dollar (\$1.00)** per hour **on** all hours worked will be paid. This premium will only be paid on evening and weekend shifts when supervisory staff are considered to be off duty.

1108

Out of Scope Relieving Rate

When an employee is required by management or designate to temporarily relieve in a position out of the scope of this Agreement, and the person in the out of scope position is absent for a minimum of one (1) full day, the employee shall be paid an additional premium of shall be paid a premium of two dollars (\$2.00) per hour in addition to their regular hourly rate of pay for all hours worked.

1109

When the Employer requires a permanent full-time, permanent part-time, or term employee to be present at a meeting outside of their regular assigned working hours, time spent at this meeting shall be

deemed to be hours worked with a minimum of three (3) hours.

- 1110 When the lead hand or appropriate supervisor is not available, and an employee is required to be on call, the employee shall receive a **thirty dollar (\$30.00)** on call fee for each day, including weekends and general holidays.

On call shifts should be on a voluntary basis, and rotated through all qualified employees. Where there are no volunteers the Employer may require an available employee to be on call, and should rotate through the list of qualified employees, beginning with the least senior employee.

1111 **Flex Time**

A “flex” time approach to daily work is recognized as necessary to complete tasks while allowing flexibility. Employees and the Employer may establish flexible work hours, which are to be recorded in a format designed and approved by the immediate supervisor.

Conditions of flex time shall be:

- (a) Mutual agreement between the employee and Employer;**
- (b) The revised schedule would not impact negatively upon customer service;**
- (c) The revised schedule would cause no disruption at work.**

ARTICLE 12 – OVERTIME

1201 **Overtime**

Shall be defined as all hours worked in excess of and shall be paid only after seven and one-half (7 ½) hours per day or thirty-seven and one-half (37 ½) hours per week.

Overtime for predicted needs shall be offered as equally as possible among all available and qualified permanent employees who wish to work the additional hours.

Overtime for unpredicted needs shall be offered as equally as

possible among all available and qualified permanent staff who wish to work the additional hours. All such hours shall first be offered to any staff currently on shift, prior to calling in an employee. All such overtime shall be awarded as evenly as possible.

1202 Overtime Rates

- (a) All time worked in addition to scheduled hours by any employee as stipulated in this Agreement shall be paid at one and one half (1 ½ x) times the regular wage rate for the first three (3) hours in any one twenty-four (24) hour period and at two (2 x) times the regular wage rate thereafter except as hereafter provided.
- (b) Any employee required to work a sixth (6th) day shall be paid one and one-half (1 ½ x) times for the first four (4) hours and two (2 x) times thereafter. Any employee required to work on a seventh (7th) day, shall be paid at double time (2 x) the normal rate of pay for every hour worked.

1203 Minimum Call Back Time

Every employee who is required to work in an emergency outside of his/her regular scheduled working hours shall be paid at overtime rates and in each case for a minimum of **two (2)** hours.

1204 Time Off In lieu of Overtime

Permanent Employees

All permanent employees shall be entitled to bank overtime at their option, in lieu of pay, to accumulate to a total of one (1) normal work week at any one (1) time to be taken at a time mutually agreeable to the employee and the General Manager and shall be granted only when the absence does not unduly interfere with the efficiency of the Department affected.

- (a) In the case of accumulated overtime in excess of the allowable overtime bank, hours shall be paid out in the pay period where

hours were worked.

- (b) All employees shall have the option to request specific days off in lieu of overtime or Statutory Holidays.
- (c) All employees shall have the option to request pay in lieu of time off for Statutory Holidays worked.

ARTICLE 13 – GENERAL HOLIDAYS

1301 All employees shall be granted one (1) day's normal rate for each of the following holidays:

New Year's Day	August Civic Holiday
Louis Riel Day (3 rd Mon. in Feb.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and also, for any other day proclaimed as a holiday by the Federal or Provincial Government, provided always that such employees shall work the normal work day immediately preceding and the normal work day immediately following any such holiday. Provided that where such holiday occurs on a Saturday or Sunday the preceding Friday or the following Monday may be recognized as such holiday, or such other day as is mutually agreed upon between the Employer and the employee.

An employee is entitled to his/her regular pay for a general holiday on which he/she does not work in accordance with the Manitoba *Employment Standards Act*.

1302 An employee claiming payments in the above mentioned general holidays who has been absent from work on the normal work day immediately preceding or following any of the general holidays must provide the Employer with a Doctor's certificate which satisfactorily establishes to the Employer the reason for the absence as being due to illness or accident which prevented the employee from working.

1303 Any employee who is required to work on a holiday as defined in this Agreement shall be paid at the rate of time and one-half (1 ½) the normal

rate of pay for every hour worked in addition to his/her regular holiday pay.

ARTICLE 14 – ANNUAL VACATION

1401 Length of Vacations

Upon completing one (1) years of continuous service an employee shall be granted two (2) weeks vacation with pay.

After completing two (2) years of continuous service an employee shall be granted three (3) weeks vacation with pay.

After completing eight (8) years of continuous service an employee shall be granted four (4) weeks vacation with pay.

After completing fifteen (15) years of continuous service an employee shall be granted five (5) weeks vacation with pay.

After completing twenty-five (25) years of continuous service an employee shall be granted six (6) weeks vacation with pay.

One (1) additional day of vacation shall be granted for each completed year of service over twenty-five (25) years.

Any employee leaving the service in any year before he/she has had his vacation shall be paid an amount equal to all vacation monies owing. Vacation pay on termination shall be based on the employee's rate of pay as of the date that the said vacation was earned.

No vacation shall be earned during the period of unpaid leave of absence.

An employee other than a Permanent employee shall be paid vacation pay in accordance with the Employment Standards Code.

All earned vacation must be taken in the vacation year immediately following the vacation year in which it is earned **unless otherwise mutually agreed. For the purposes of this article, the vacation year shall be considered to be the regular calendar year from January 1 to December 31. A maximum of two (2) weeks vacation time may be carried over for one vacation year, if**

mutually agreed between the Employer and employee. Any Vacation not taken or carried over shall be paid out at the end of the vacation year.

Any such request, by either party, to carry over vacation time must be made by October 31 in the vacation year.

Vacation time shall be subject to the approval of the General Manager as far as possible so as not to disrupt the work of the Employer and, in the case of a conflicting request for vacation time, seniority shall prevail.

If a statutory declared holiday falls on or is observed during an employee's vacation period, then in each case such vacation period shall be extended one (1) day for each of such holidays.

The Employer will post vacations entitlement lists not later than **January 15th** in each year and allow employees to express their preference as to dates until **February 15th** in each year.

The Employer will post the vacation schedule not later than **March 1st** having given due consideration to employee preference and individual circumstances, including seniority.

The employees requesting vacation time after **February 15th** must give a minimum of two (2) week's notice and consideration will be given providing it does not conflict with employees who requested the same vacation time prior to **February 15th**.

In cases of emergency, at the discretion of the Employer, employees may take vacation or banked time rather than a deduction for lost time. **Such requests shall not be unreasonably denied.**

Where a permanent employee is hospitalized during his/her scheduled vacation, he/she is eligible to claim sick leave and to have the balance of his/her vacation reinstated for use at a later date. The employee must provide proof of hospitalization in order to utilize his/her sick leave.

1402 Part-time employees shall earn vacation on a pro rata basis in accordance with this formula:

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-Time Hours}} \times \text{Entitlement of a Full-Time Employee}$$

Actual vacation entitlement will be based on years of service.

ARTICLE 15 – SICK LEAVE

1501 An employee is permitted to be absent from work on sick leave only by reason of being unable to perform the duties of his/her position due to illness or injury which is not compensable by the Workers' Compensation Board. **An employee is also permitted to be absent from work and use the appropriate sick leave for scheduled medical appointments, excluding medical appointments outside of the City of Dauphin for medical services available from qualified medical personnel in Dauphin. However, the parties recognize that there may be circumstances where appointments are required with specialists or other medical professionals, outside of Dauphin, and such requests shall not be unreasonably denied.** The employee shall be paid for such absences only on his/her scheduled days of work and providing he/she has accumulated sick leave credits. Paid absences on sick leave shall be deducted from sick leave credits.

1502 After three (3) months of employment, employees shall be entitled to one and one-half (1 ½) days of sick leave with pay for each complete month of service from commencement of employment accumulative to a maximum of one hundred and thirty (130) days.

An employee who will be absent from work due to illness must notify his immediate supervisor.

1503 The Employer and the Union agree that suspected abuse of sick leave will be investigated, and proven incidences of abuse shall be dealt with in severe disciplinary action. The Union also agrees to assist the Employer to the fullest extent to ensure that there will be no abuse of sick leave.

1504 Part-time Employees shall earn sick leave credits based on a pro rata basis in accordance with this formula.

Hours Paid at Regular Rate of Pay X Entitlement of a Full-Time
Full-Time Hours Employee

The Employer may, at their discretion at any time, extend the allowable

sick leave with pay on compassionate or other grounds.

1505 Sick Leave Cash Out

Upon death, retirement and resignation after ten (10) years service an employee shall be granted fifty percent (50%) of all unused sick leave credits in pay as a form of bonus from the Employer.

1506 An employee who has an accumulated service record in the employ of Dauphin Recreation Services of more than twelve (12) months and who in the course of such employment is prevented from performing his/her regular work with the Employer by reason of an occupational accident that is recognized by the *Workers Compensation Act* as entitling such employee to payment of it by compensation shall receive from the Employer the difference between the amount payable by the Workers Compensation Board and the amount he/she would in the normal course have earned in the employ of the Dauphin Recreation Services during the period of his/her disability, but in no event for a period of more than six (6) months.

1507 Illness for Family Member

An employee shall be allowed to utilize a maximum of five (5) days per year of accumulated sick leave credits for the purpose of providing care or attending medical appointments for his/her spouse, child, dependent parent, or person for whom the employee is a legal guardian. The Employer agrees that a parent does not have to be residing with the employee to be considered dependent. The Employer may require an employee to produce a medical certificate or report as proof of validity of his/her claim for use of sick leave. Failure to provide adequate proof of illness and/or medical appointments shall disqualify an employee from receiving payment of sick leave and may result in disciplinary action.

ARTICLE 16 – LEAVE OF ABSENCE

1601 For Union Purposes

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to

meetings with the Employer to discuss a grievance or arbitration, they shall suffer no loss of pay for the time so spent.

1602

Union

- (a) Leave of absence without loss of seniority shall be granted upon request to the Employer to employees selected or appointed to represent the Union. Such time off shall not exceed a total of four (4) calendar weeks in any one (1) year.
- (b) The granting of such leave shall be limited to two (2) employees at any one time with not more than one (1) employee being from any department. Such leave shall be granted only when the leave of absence does not unduly interfere with the efficiency of the Department affected.
- (c) Employees shall continue to receive their regular wages and the Employer will bill the Union Local for the time away on a leave of absence including wages and benefits.

1603

Bereavement Leave

Employees shall be entitled to bereavement leave of the following days at their straight time pay in the event of:

- (a) death of a spouse, **or the** child or step-child, grandchild, brother, sister, father, mother or step parent of **either** the employee or the employee's spouse. five (5) days
- (b) death of the grandparents of an employee or their spouse
 - Within 500 km of Dauphin three (3) days
 - More than 500 km radius from Dauphin five (5) days
- (c) to attend the funeral as pallbearer out of Dauphin one (1) day
- (d) to attend funeral as a pallbearer in Dauphin one-half (½) day

- (e) to attend funeral of another Dauphin Recreation Services employee one-half (½) day

The Employer will consider an employee's request for an equivalent leave of absence in the event of the death of other close relatives and may at its discretion grant such leave with or without pay.

The Employer will consider an employee's request for additional unpaid leave if the current leave provided is inadequate in a given situation.

Part-time employees will receive bereavement leave based on hours scheduled.

1604 Maternity, Paternity and Adoption Leave

The Employer agrees to grant leaves of absence for maternity, paternity and adoption in accordance with the Manitoba *Employment Standards Act*.

1605 Discretionary Leave of Absence

The Board of Dauphin Recreation Services shall be allowed to grant leave of absence with or without pay to employees so requesting to a maximum of three (3) days annually.

- 1606 An employee shall utilize all accumulated vacation credits prior to commencing any general leave of absence.

- 1607 No leave of absence shall be sought or granted where the purpose enables an employee to accept temporary work elsewhere. Any infractions of this provision may result in the employee's loss of seniority and/or termination of employment.

ARTICLE 17 – PAYMENT OF WAGES

1701 Pay Days

Pay cheques shall be issued on a bi-weekly basis within five (5) working days of the end of the pay period.

1702 Any payment of retro-active pay shall be made on a separate cheque.

Employees shall be paid in accordance with the rates of pay outlined in Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 18 – SAFETY

1801 The Employer and the Union shall co-operate in sharing safe working conditions as set out by the Manitoba *Workplace Safety and Health Act* and its regulations.

ARTICLE 19 – STRIKES AND LOCKOUT

1901 The Union and all its representatives agree that there shall be no strikes, picketing, sit-downs, slow-downs, suspensions, stoppages or interference with work during the term of this Agreement or during the period of time required for the negotiations of a new Agreement.

The Employer agrees that it will not engage any lockout during the term of this Agreement or during the period of time required for the negotiations of a new Agreement.

Should any worker or group of workers, whether or not members of the Union, advocate or engage in any kind of strike, or slow-down, or other stoppage, partial or total, of the Employer's operations, such shall be cause for termination of their employment.

1902 Crossing of Picket Lines During Strike

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

ARTICLE 20 – MANAGEMENT RIGHTS

- 2001 The Union acknowledges that is the exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency; and
 - (b) hire, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that he had been disciplined without just cause may be the subject of a grievance dealt with as herein provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.
- 2002 It is the exclusive function of the Employer to manage its operations and, with out restricting the generality of the foregoing, the right to plan, direct the workforce, determine the number of personnel required from time to time, services to be performed, and the methods, procedure and equipment in connection therewith, the schedule of work, the right to assign jobs, and to designate the place of work and curtailment or cessation of operation.
- 2003 The Employer retains all the rights, power or authority in management except those specifically abridged, delegate, granted to others or modified by this Agreement.
- 2004 The Employer and the Union hereby agree that in the conduct of carrying out their respective responsibilities in the administration of this Collective Agreement, each party shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 2005
- (a) The Employer agrees to provide a copy of the Policy/Procedure Manual. This Policy/Procedure Manual will be placed in a central location to provide all employees access;
 - (b) Whenever the Policy/Procedure Manual is to be revised, notices will be posted on all bulletin boards detailing all such changes for thirty (30) days.

ARTICLE 21 – BULLETIN BOARD

2101 The Employer agrees that it will provide and maintain a bulletin board in its administrative office, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 22 – JOB DESCRIPTIONS2201 Job Descriptions

The employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and become the recognized job descriptions. In the event of a new classification not covered in Schedule “A” the negotiated rate shall be retroactive to the time the position was first filled by the employee.

2202 Changes in Classification

When the duties of work in any classification are materially changed or where an employee may be incorrectly classified and the Union, after investigating the employee's request for reclassification, agrees that the employee is incorrectly classified, or when a position not covered in Schedule “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration.

2203 Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties, or in the case of training or emergency.

ARTICLE 23 – WAGE SCHEDULE

2301 A wage schedule identified as Schedule “A” shall be attached hereto and shall form part of this Agreement. The wage rates herein set forth are effective January 1, 2013 and the Employer shall adjust the earnings of the employees so as to conform with the rates set forth in said Schedule accordingly.

Such schedule shall remain in effect until such time as a new wage schedule ascertained either through negotiations by the Union and the Employer or by way of arbitration and in any event, shall remain in full force and effect until the negotiation of a new Collective Agreement.

ARTICLE 24 – PERSONNEL FILE

2401 Where the Employer makes a written assessment of an employee’s work performance, at the earliest time possible, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating that he/she has read and understands the contents. The employee may respond in writing to the assessment which shall become part of his/her record.

Upon written request of the employee, the personnel file of that employee may be examined by that employee in the presence of his/her director at a pre-arranged and agreed upon time.

ARTICLE 25 – TRAINING AND EDUCATION

2501 The Employer shall, as time and conditions permit, inaugurate and maintain a system of “on-the-job” training so that employees shall have the opportunity to receive training for current and newly created classifications within the scope of the Agreement. Such opportunities for training shall be allocated accordingly to ability and seniority. The employees who are training on jobs shall receive their regular rate of pay for the duration of the training period rather than the rate of pay for the position for which they are training.

2502 Training Courses and Programs

Courses and Programs - includes any conferences, conventions, seminars,

workshops, symposiums, or technical or professional learning sessions that are work related.

- (a) When the Employer requires an employee to take a course or additional training the course or training time shall be considered time worked.
- (b) Where the employee is given the option to take a work-related course or additional training the Employer will pay the costs of the course.

Costs – means all expenses directly related to the employees involved in a course such as travel, subsistence expenses, registration fees and course materials.

2503 The Employer shall post any Training Courses or programs for which employees may be selected for seven (7) days on the bulletin board. The posting shall contain available information on the subject material covered, the time duration and location, and the minimum qualifications required by applicants.

2504 Time spent **travelling to and from (if travel is outside Dauphin), training courses shall be considered as time worked, and shall be paid at straight time. Any hours of overtime spent training shall be taken in accordance with article 12.**

2505 While employment, the Employer agrees to pay all fees relating to certifications or licenses (Trades) on behalf of all employees requiring same in the performance of their duties. Employees agree to actively maintain all required certifications or licenses (Trades) for which the Employer pays certification pay or for which the employee has been reclassified. The Employer will provide all reasonable opportunities to the employee to regain the required license or certificate where the employee's certificate or license has lapsed.

ARTICLE 26 – ADDITIONAL EXPENSES

2601 Employees shall be entitled to expenses when on Employer business out of town, provided that reasonable receipts are submitted as per Employer policy. Wherever possible the Employer will pay the additional

expenses directly to the service provider.

ARTICLE 27 – DRIVER’S LICENCE

2701 An employee required to possess a driver’s licence, the class of which is to be determined by the Employer, must obtain such licence at his/her own expense and must maintain such licence to maintain employment. The employee is required to immediately notify the Employer if his/her driver’s license is suspended or revoked for any reason.

ARTICLE 28 – ACCESS AGREEMENT

2801 A Union representative must seek and obtain prior approval of the General Manager before speaking with any employee during that employee's working hours. Where prior approval is not obtained the employee shall not be paid for the period of time involved.

The Employer shall not unreasonably deny access to a Union representative for the purpose of a brief conversation with any employee.

ARTICLE 29 – TRANSPORTATION AND/OR VEHICLE ALLOWANCE

2901 The Employer shall supply transportation or a vehicle allowance if any employee is required to use their personal vehicle to perform duties of the Employer. Said use shall be paid at the Employer’s mileage rate.

2902 Where the Employer requires that an employee use their own personal vehicle for work related duties within the City limits, the employee shall be reimbursed fifteen dollars (\$15.00) per day for the use of their personal vehicle.

ARTICLE 30 – BENEFITS

3001 The Employer will provide employees who meet the eligibility requirements of the insurance carrier, as part and parcel of their employment, the following benefit package:

Life Insurance – The Employer shall provide to all employees a Life Insurance Policy providing a twenty-five thousand-dollar (\$25,000.00)

benefit to the employee with “A.D.D” paid for one hundred percent (100%) by the Employer.

Under the said Life Insurance scheme, the employee shall have the option of purchasing further insurance in denomination of one **times** (1 x), two **times** (2x), and three **times** (3x) their annual salary available upon the production of a suitable medical certificate to qualify for the said insurance. The employee will also have the option of purchasing further dependent life insurance for the spouse in the amount of ten thousand dollars (\$10,000.00) and for each dependent child in the amount of five thousand dollars (\$5,000.00). The optional insurance shall be paid at the expense of the employee.

3002 Long-term Disability – The Employer shall make available to the employee long term disability insurance providing for a seventeen (17) week waiting period, on two (2) year disability of own occupation payable to age sixty-five (65) for which the employee shall receive a benefit of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of their monthly salary. This policy shall be payable by the employee with all full-time employees entitled to full benefits.

3003 Extended Health Benefits – The Employer shall also make available extended health benefits for one hundred percent (100%) co-insurance, and twenty-five-dollar (\$25.00) single deductible, and fifty-dollar (\$50.00) family deductible to be paid for by the Employer.

All employees shall be covered by the Municipal Employees’ Pension Plan with contributions shared as per the Plan regulations.

3004 Dental Benefits –The Employer shall provide a dental plan on a 50/50 cost share with employees. Coverage shall include eighty percent (80%) coverage of basic services and fifty percent (50%) coverage of major services, to a maximum of two thousand dollars (\$2,000.00) per person per calendar year, with no deductible.

3005 Effective January 1, 2015, for permanent full-time employees who have worked a minimum of five (5) years and are on approved Workers Compensation Board (WCB) or Long-term Disability claims, the Employer will continue to pay their portion of health and dental benefit premiums for a period not to exceed six (6) months from the date of absence due to injury or illness.

- 3006 Any change to the above benefits that occurs outside of the employer's control, shall be cause for renegotiation between the Union and the Employer. The best effort shall be made by both parties to find a benefits package that is as close to the current package as possible.**
Any other changes to the above noted benefits maybe made only upon mutual agreement between the Employer and the Union.

ARTICLE 31 – LABOUR MANAGEMENT MEETINGS

- 3101 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the facility.**

The Committee shall be composed of equal representation from the Employer and the local union with the total committee representation not to exceed six (6) members. The local union committee may at any time have a representative from the Canadian Union of Public Employees. The Committee shall meet as and when required upon five (5) working days written notice being given by either party.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 32 – CLOTHING AND SAFETY WEAR

- 3201 Where an employee is required, as a condition of employment, to provide and wear approved safety footwear or swimwear while the employee's regular duties, the employee will be eligible for an allowance once per calendar year (bi-annually for Seasonal employees), to help offset the cost to the employee of purchasing approved safety footwear or swimwear. The allowance shall be **one hundred and fifty dollars (\$150.00)**.**

The allowance will be paid under the following conditions:

- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and
- (b) satisfactory proof of purchase must be provided by the employee; and
- (c) the employee must have purchased safety footwear or swimwear specifically for employment with the Employer; and
- (d) upon successful completion of the probationary period; and
- (e) swimwear to be provided for teaching in water only.

3202 Where an employee who has worked for a calendar year and has not claimed the allowance in that calendar year and purchases safety footwear or swimwear in the next calendar year, the employee is eligible to claim up to twice the maximum allowance in that calendar year.

ARTICLE 33 - CERTIFICATION PAY

Upon verifying for the Employer that an employee has more than required Certification for a job as listed in this Article, the employee shall receive additional pay of fifty cents (\$0.50) per hour, for each department appropriate certificate they possess.

Maintenance I


An employee who has the required course and an optional course (as per their Department), and one (1) year of experience in the position will be moved into a Maintenance II classification upon verification of the requirements.

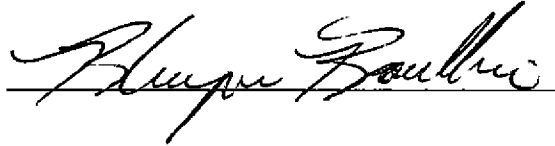
Dauphin Recreation Certifications

Job	Required Cert	Qualified Cert Pay
Custodian		Pool Operators Course
Maintenance I (Facilities)	Level 1 Refrigeration Certificate (900 hour)	Level 2 Refrigeration Certificate (1800 Hours)
	(Enrolled in the above within 1 year of employment)	Level 1 Pool Operator's Certificate
		Curling Ice Maintenance Cert.
Maintenance I (Parks)	Pesticide Applicator's License	Class 5 Air Brake Endorsement
	(Enrolled in the above within 1 year of employment)	Level 1 Pool Operator's Certificate
		Curling Ice Maintenance Cert.
Maintenance II (Facilities)	Level II Refrigeration Cert. (Power Engineering Exam at the recreations cert. level. (1800 hours) + One of the following	Level 1 Pool Operator's Certificate
	Level 1 Pool operator's Certificate	Curling Ice Maintenance Cert.
	Curling Ice Maintenance Cert.	
Maintenance II (Parks)	Pesticide Certification + one of the following	Arborist License
	Arborist License	Class 5 Air Brake Endorsement
	Class 5 Air Brake Endorsement	Pool Operator's Certificate
	Pool Operator's Certificate	Curling Ice Maintenance Cert.
Maintenance III (Facilities)	Level II Refrigeration Cert. Power Engineering (Certified by Provincial Exam) + two of the following	Level 1 Pool Operator's Certificate
	Level 1 Pool operator's Certificate	Curling Ice Maintenance Cert.
	Curling Ice Maintenance Cert.	Pesticide Certification
	Pesticide Certification	
Maintenance III (Parks)	Arborist License + 2 of the following	Pesticide Certification
	Pesticide Certification	Class 5 Air Brake Endorsement
	Class 5 Air Brake Endorsement	Level 1 Pool Operator's Certificate
	Level 1 Pool Operator's Certificate	Curling Ice Maintenance Cert.
	Curling Ice Maintenance Cert.	

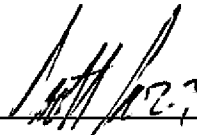
IN WITNESS WHEREOF the parties hereto have executed these, presents this 27
day of December 2017.

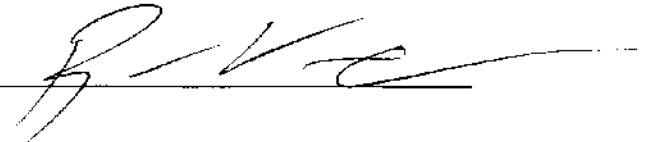
**SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 857**





**SIGNED ON BEHALF OF:
DAUPHIN RECREATION
SERVICES**





Water
SCHEDULE "A"

EFFECTIVE JANUARY 1, 2017	1.5%	1.5%	1.5%
CLASSIFICATION	START	YEAR 1	YEAR 2
Maintenance III	\$21.43	\$22.33	\$23.38
Maintenance II	\$19.73	\$20.94	\$21.68
Maintenance I	\$16.30	\$17.56	\$19.54
Custodian I	\$15.79	\$16.41	\$16.86
Lifeguard III	\$19.73	\$20.94	\$21.68
Lifeguard II	\$17.28	\$17.89	\$18.52
Lifeguard I	\$15.35	\$15.98	\$16.60
Administrative Clerical	\$15.84	\$16.75	\$17.50
Receptionist	\$14.83	\$15.73	\$16.48
Bartender	\$14.54	\$15.61	\$16.31
Seasonal	\$13.81	\$14.77	\$15.40
Activity Worker	\$13.81	\$14.77	\$15.40

EFFECTIVE JANUARY 1, 2018	2%	2%	2%
CLASSIFICATION	START	YEAR 1	YEAR 2
Maintenance III	\$21.86	\$22.78	\$23.84
Maintenance II	\$20.13	\$21.36	\$22.11
Maintenance I	\$16.63	\$17.91	\$19.93
Custodian I	\$16.11	\$16.74	\$17.20
Lifeguard III	\$20.13	\$21.36	\$22.11
Lifeguard II	\$17.62	\$18.25	\$18.89
Lifeguard I	\$15.65	\$16.30	\$16.93
Administrative Clerical	\$16.16	\$17.08	\$17.85
Receptionist	\$15.13	\$16.05	\$16.81
Bartender	\$14.84	\$15.92	\$16.64
Seasonal	\$14.09	\$15.06	\$15.71
Activity Worker	\$14.09	\$15.06	\$15.71

EFFECTIVE JANUARY 1, 2019	1.7%	1.7%	1.7%
CLASSIFICATION	START	YEAR 1	YEAR 2
Maintenance III	\$22.23	\$23.16	\$24.25
Maintenance II	\$20.47	\$21.72	\$22.49
Maintenance I	\$16.91	\$18.22	\$20.27
Custodian I	\$16.38	\$17.03	\$17.49
Lifeguard III	\$20.47	\$21.72	\$22.49
Lifeguard II	\$17.92	\$18.56	\$19.22
Lifeguard I	\$15.92	\$16.57	\$17.21
Administrative Clerical	\$16.44	\$17.37	\$18.15
Receptionist	\$15.38	\$16.32	\$17.10
Bartender	\$15.09	\$16.19	\$16.92
Seasonal	\$14.33	\$15.32	\$15.97
Activity Worker	\$14.33	\$15.32	\$15.97

EFFECTIVE JANUARY 1, 2020	2%	2%	2%
CLASSIFICATION	START	YEAR 1	YEAR 2
Maintenance III	\$22.67	\$23.63	\$24.73
Maintenance II	\$20.88	\$22.16	\$22.94
Maintenance I	\$17.25	\$18.58	\$20.67
Custodian I	\$16.71	\$17.37	\$17.84
Lifeguard III	\$20.88	\$22.16	\$22.94
Lifeguard II	\$18.28	\$18.93	\$19.60
Lifeguard I	\$16.24	\$16.90	\$17.56
Administrative Clerical	\$16.76	\$17.72	\$18.52
Receptionist	\$15.69	\$16.65	\$17.44
Bartender	\$15.39	\$16.52	\$17.26
Seasonal	\$14.62	\$15.63	\$16.29
Activity Worker	\$14.62	\$15.63	\$16.29

➤ Employees must work 1950 hours before a wage increase is implemented

LETTER OF UNDERSTANDING

BETWEEN

DAUPHIN RECREATION SERVICES

AND

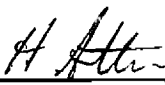
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857

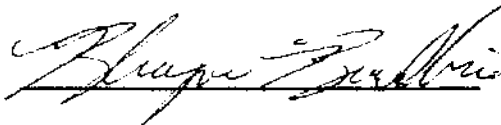
RE: SCHEDULING REVIEW

Within six (6) months of ratification of this agreement, the Union and the Employer shall convene a meeting to review and discuss and ongoing or newly arising scheduling issues, in an effort to find solutions that are mutually beneficial. Every effort will be made to explore and consider all issues and proposals for solution brought forward, and to mutually find resolve to these issues that satisfy the needs of each party.

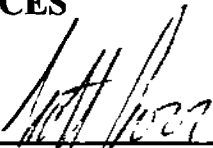
DATED this 21 day of December, 2017.

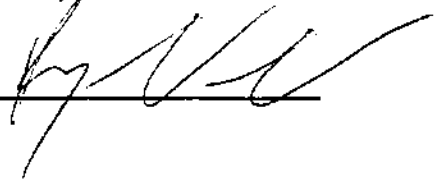
**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 857**





**SIGNED ON BEHALF OF THE
DAUPHIN RECREATION
SERVICES**





LETTER OF UNDERSTANDING

BETWEEN

DAUPHIN RECREATION SERVICES

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857


RE: MAINTENANCE III POSITIONS

The Employer agrees to post and fill a minimum of two (2) Maintenance III positions in facilities, and one (1) Maintenance III position in parks.

Further, it is agreed that employees holding Maintenance III positions are not eligible for the hourly premium outlined in Article 1107.

DATED this 21 day of December, 2017.

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 857**





**SIGNED ON BEHALF OF THE
DAUPHIN RECREATION
SERVICES**

