

COLLECTIVE AGREEMENT

BETWEEN:



**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 857**

- AND -

CITY OF DAUPHIN



TERM OF AGREEMENT:

JANUARY 1, 2023 TO DECEMBER 31, 2027

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AGREEMENT made this 17th day of August, 2023.

BETWEEN: CITY OF DAUPHIN, hereinafter called “the City”

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 857 chartered by the Canadian Union of Public Employees, hereinafter called “the Union”.

THE PARTIES HERETO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to recognize the mutual value of joint discussion and negotiations, to encourage efficiency of operations and to promote the morale, well-being, security, and efficiency of all employees covered by the terms of this Agreement.

The City Manager (CM) is the Administrative Head of the City of Dauphin, which is recognized as having the following Department Heads:

- Engineering Department - Director of Public Works & Operations
- Administration Department Deputy City Manager (DCM)
- Accounting Department – Director of Finance
- Dauphin Economic Development – Economic Development Manager
- Protective Services – RCMP NCO Staff Sergeant (Detachment Commander)
- Information and Communications Technology Department Information/Communications Technology (ICT) Manager
- **Fire Department – Fire Chief**

In this Agreement unless the context otherwise requires:

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 City.

A seasonal employee who has worked continuously for a period of twenty-four (24) months or more will be taken on as a permanent employee and placed on the permanent employee seniority list. The City may lay off seasonal employees for operational or budgetary reasons but will not lay off a seasonal employee for the sole purpose of preventing **them** from qualifying for permanent status.

Term Positions: Shall be created for a specific purpose to accommodate pilot projects or cover leaves of absence and shall be for no longer than eighteen (18) months. Employer requested extensions shall not be unreasonably withheld.

Permanent employees may apply for the term positions and if successful will be returned to their former position at the end of the term.

Temporary/Term Employee: Shall be an employee other than a permanent or seasonal employee of the City of Dauphin who is employed for a specific time period, or until completion of a particular project, for a maximum duration of eighteen (18) months. Term employees may be extended by mutual agreement of the Employer and the Union. Employer requested extensions shall not be unreasonably withheld.

Temporary/term employees will be covered under the terms of this Agreement and shall receive the same payroll benefits as permanent employees for the duration of their term, except for vacation which shall be paid bi-weekly on each cheque. Benefit entitlement will commence in accordance with the terms of this collective agreement, or the plan text of the benefit provided, as may be applicable.

Permanent Employee: Shall mean an employee who has completed the probation period and who is filling a position which, in the opinion of the department head is of a permanent nature.

A Trial Period of three (3) months is provided for current employees who are promoted within the bargaining unit or of six (6) months duration for supervisory positions. In the event the employee voluntarily or involuntarily returns to their former position they shall not lose any seniority rights or benefits.

A Probationary Period of six (6) months is provided for new permanent employees of the City. New permanent employees of the City while on probation shall be entitled to all rights and benefits under the Collective Agreement except, they shall not have any recourse through the grievance procedure in the event of dismissal for just cause. Seasonal employees are required to serve six (6) accumulated months of probation.

ARTICLE 1 – EFFECTIVE DATE

- 1.01 Subject to Article 26 hereof, this Agreement shall take effect and be binding on the parties from January 1, 2023, to December 31, 2027, and shall remain in effect thereafter from year to year unless notice be given by either party not more than sixty (60) days and not less than thirty (30) days prior to the expiry date.
- 1.02 Any changes deemed necessary in this Collective Agreement may be made in writing by mutual agreement between the parties at any time during the existence of this Collective Agreement and shall form part of this Collective Agreement.

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

- 2.01 The City approves and recognizes the Union as the sole collective bargaining agent for all of its employees covered under MLB Certificate No. 7316 and consents and agrees to negotiate with the Union or any authorized committee thereof in any and all matters affecting the relationship between the parties thereto for the purpose of endeavouring to affect a peaceful and amicable settlement of any difficulties that may arise between them.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 (a) **Sexual Harassment**

The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection to the workplace.

- (b) **Discrimination**

The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, including pregnancy, gender determined characteristics or circumstances, marital or family status, ancestry, race, creed, colour, ethnic or national origin, political or religious affiliation, activity, or religious belief, source of income, or membership in the Union or activities in the Union.

- 3.02 All persons applying to the City for permanent employment are required during their first two (2) months of employment to take a medical examination at their own expense certifying that the employee is physically fit for the position. The report of the doctor shall be submitted to the City. Should the City require a second opinion, the applicant shall attend at a doctor of the City's choice and the costs for such medical examination shall be borne by the City.

ARTICLE 4 – CHECKOFF OF UNION DUES

- 4.01 The City agrees to deduct from the wages of each employee in the unit affected by this Agreement, whether or not the employee is a member of the Union, the amount of the regular monthly membership dues payable by a member of the Union, except that where the employee is not a member of the Union, the amount deducted shall not include any portion of such dues that is payable in respect of pension, superannuation, sickness, insurance and other benefits that are available only to the persons who are or have been members of the Union or in respect of special assessments payable by members of the Union.

- 4.02 The City agrees to remit the Union dues by the 15th of the month following the month that they were collected.
- 4.03 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. The Union shall provide to the Employer, in writing, the names of all of its elected officers and stewards involved in this bargaining unit, and to provide immediate notice of any changes, additions or deletions from that list, and in any event within ten (10) days of such changes.
- 4.04 At the same time Income Tax (T4 slips) are made available, the City shall insert the amount of Union dues paid by each of the members in the previous year.

ARTICLE 5 – NEGOTIATIONS

5.01 Bargaining Committee

The Bargaining Committee shall be appointed by the parties and consist of eight (8) members, four (4) to be appointees of the City and four (4) to be appointees of the Union. Each party will advise the other of its appointees.

5.02 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 City. The City at the same time shall be entitled to have the assistance of its solicitor or other representative.

5.03 Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall 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.

5.04 Time Off for Meeting

Any representative of the Union and this Committee who is in the employ of the City shall have the privilege of attending meetings of the Committee held within normal working hours without loss of remuneration, but, for the convenience of both parties, it is agreed that meetings of the Committee shall wherever practicable, be held during evening hours.

The Union shall reimburse to the Employer the cost of wages and benefits for its members so engaged for this purpose on work time.

ARTICLE 6 – SENIORITY

6.01 (a) Seniority Defined

Seniority is preference or priority measured by length of service. Seniority is defined as the total number of straight time paid hours in the bargaining unit since the employee last entered the service of the employer. Employees who receive vacation pay on each cheque are deemed to be paid an additional six percent (6%) (or higher percentage depending on years of service and Article 15). A seasonal employee who returns to work when recalled has no break in seniority.

(b) Seniority Lists

Separate seniority lists will be maintained in respect of seasonal employees and permanent employees showing the date when each employee's service commenced.

All seasonal employees with six (6) months service accumulated over successive years shall be entitled to be placed on the seniority list respecting seasonal employees.

A seniority list of permanent and seasonal employees shall be sent to the local Union and Union representative in January of each year showing each employee's seniority as of December 31st.

6.02 (a) Probationary Period

- (i) All newly hired permanent employees shall serve a probationary period of six (6) months worked since the date of hire.
- (ii) All newly hired seasonal employees shall serve a probationary period of six (6) months worked since their original date of hire.

- (iii) All seasonal employees shall serve an additional three (3) month trial period when they become a permanent employee **or have accumulated six (6) months of service, whichever is greater.**
- (iv) After the successful completion of the probationary period, an employee's seniority shall be effective from **their** date of hire in the bargaining unit and **their** name shall be placed on the seniority lists. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.
- (b) During an employee's probationary period, **they** may be terminated by the City unless the termination is arbitrary, discriminatory, or in bad faith. Employer requested extensions to an employee's probationary period shall not be unreasonably denied by the Union.

6.03 If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the City, **they** shall not lose seniority rights.

An employee shall only lose **their** seniority in the event:

- (a) **they are** discharged for just cause and **are** not reinstated.
- (b) **they** resign.
- (c) after a layoff, **they** fail to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or just cause. It shall be the responsibility of the employee to keep the City informed of **their** current address.
- (d) **they are** laid off for a period longer than two (2) years.

6.04 Seniority during Transfers to Supervisory Positions

The selection or appointment of employees for supervisory positions or for any position not subject to this Agreement is not governed by this Agreement. However, if any employee is or has been transferred or appointed and is transferred back to a position which is governed by this Agreement within a six (6) month trial or for the length of the term position, then the seniority accumulated by the employee in such position shall be credited to the employee and that employee shall be returned to their former position.

ARTICLE 7 – LAYOFFS AND RECALL

- 7.01 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, employees laid off shall be recalled in order of seniority provided they are capable of performing the duties required for the position to be filled. Notification of availability of work shall be by personal contact, or by registered mail, addressed to the last address which the employee shall have reported to the City.
- 7.02 Except in case of a dismissal for cause, the Employer may layoff an employee:
- (a) On one (1) months' notice in the case of a permanent employee employed on a monthly basis or pay in lieu of notice in writing.
 - (b) On two (2) weeks' notice in case of permanent employees employed on an hourly basis or pay in lieu of notice in writing.
 - (c) On forty-eight (48) hours' notice in the case of non-permanent employees employed on an hourly basis or pay in lieu of notice in writing.
- 7.03 Any employee may resign on giving similar notice.
- 7.04 No permanent employees shall lose their jobs as a result of contracting out of service.

ARTICLE 8 – DISMISSAL AND LAYOFF PROCEDURE

- 8.01 The City may at any time dismiss an employee for the following causes:
- (a) wilful misconduct, or insubordination, or remaining absent from work without just cause;
 - (b) being under the influence of liquor and/or illegal drugs or being in possession of liquor and/or illegal drugs during working hours on City property or equipment;
 - (c) theft of City property;
 - (d) wilful damage.

No employee will be disciplined or discharged without just cause. In cases other than those listed above, the principles of progressive discipline will be applied. An employee has the right to union representation when discipline is being imposed.

- 8.02 The head of a department or **their** designate (which shall include first line supervisors and general **foremen**) may in **their** discretion, for cause, suspend an employee for a period not exceeding two (2) weeks.
- 8.03 If an employee who has been so suspended or dismissed feels that **they have** been unjustly dealt with, **they** shall notify the Chairperson of the Grievance Committee within ten (10) working days in accordance with the grievance procedure and the Union may thereupon invoke the grievance procedure outlined in Article 10. Grievances concerning discharge shall be initiated at Step 3 of the grievance procedure.
- 8.04 If it should be determined that such employee was unjustly dealt with, **they** shall be reinstated in **their** former position and shall be compensated for all time lost at **their** regular rate of pay or granted such lesser compensation as may be deemed fair under the circumstances.
- 8.05 Where an employee is dismissed, reprimanded, or suspended, the employer shall advise the employee in writing of the reasons of the action taken and a copy shall be submitted to the local of the union at that time.

ARTICLE 9 – PROMOTIONS AND STAFF CHANGES

- 9.01 (a) Promotions and staff changes shall be made from the permanent and seasonal employees of the City, provided that the applicant has the necessary seniority and qualifications at the closing date of applications for competition. The successful internal applicant shall be placed on a trial period of three (3) months.
 - (b) In the event the successful internal applicant proves unsatisfactory in the position during the trial period, **they** shall be returned to **their** former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **their** former position without loss of seniority.
 - (c) Prior to making any internal staff changes or new appointments, notice of advising of the vacancy shall be posted for at least ten (10) working days on the bulletin board(s) and the Secretary of the Union advised thereof.
 - (d) During the absence of a permanent employee for various reasons and the position remains vacant for thirty (30) days, the Union will have the right to address Council by letter to discuss the vacant position.
- 9.02 The Union shall be notified within fourteen (14) calendar days of all appointments, hirings, layoffs, rehiring, and termination of employment for positions for which it is the sole bargaining agent.

9.03 Disabled Employees' Preference

An employee who through advancing years or disablement, is unable to perform **their** regular duties, shall be accommodated to the point of undue hardship. An accommodated employee shall be compensated at the wage payable at the time, for the position to which **they are** assigned.

9.04 During the posting or advertising procedure it is understood that the City may make temporary appointments for up to thirty (30) days, if necessary, while waiting an appointment of an applicant for a position.

9.05 Permanent employees will be allowed to bid on all Seasonal positions for the season and return to their former position when the season is completed.

9.06 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 – ACTING PAY AND PREMIUMS

10.01 (a) Those employees who work in a higher rated classification shall be paid the higher rate for all hours worked (outside employees only).

(b) Acting Pay for Bargaining Unit Work (Clerical)

Acting pay will occur at a rate of one dollar and fifty cents (\$1.50) per hour or equal the hourly rate of pay for the higher rated position, whichever is less, for an employee who is required to complete the essential duties of a higher rated position in the event that higher rated position is absent for one (1) full day (clerical/administrative staff only).

(c) Acting Pay for Out-of-Scope

Acting pay will occur at a rate of one dollar and fifty cents (\$1.50) per hour for an employee who is required by Management to complete the essential duties of an out-of-scope position (including but not limited to Local 3240 positions) in the event that position is absent for one (1) full day (all employees).

The following conditions will apply:

(i) The employee covering the position shall be required to complete work from the other position at least once each day during the absence.

- (ii) The job description of the employee covering the position shall indicate that the employee is responsible to complete essential duties for another employee.
- (iii) Preapproval of the supervisor is required.

10.02 **Subject to being required by management to do so, employees will receive a danger pay premium of one dollar and fifty cents (\$1.50) per hour for all time worked during the following:**

All employees while working in a trench on the construction or repair of the water line, storm line, sanitary sewer; or

Labourers working sanitation; or

All employees while working with hazardous material within the diversion centre.

- 10.03 Temporary charge hand premium shall be paid to those employees supervising more than three (3) other employees of two dollars (\$2.00) or to the current chargehand rate, whichever is less.
- 10.04 An employee required by the Employer to be on call shall receive a premium of **eighty** dollars (\$80.00) per day **for all time on call on weekdays**, weekends, and general holidays effective payday after ratification.
- 10.05 When an employee on call is required to report to work, **they** shall be paid the overtime rates in accordance with clause 13.03 of this Agreement.
- 10.06 Employees shall receive compensation for working shifts or any portion thereof, between 5:00 p.m. and 8:00 a.m. of one dollar and twenty-five cents (\$1.25) per hour. Shift premium does not apply to employees who request an earlier start time prior to 8:00 a.m.
- 10.07 **All employees (except Utility Operator, Utilities Chargehand, Utility Skilled Labour) while operating the Sewer Jet shall be paid a premium of seventy-five cents (\$0.75) per hour for all time spent operating the Sewer Jet.**
- 10.08 **Administrative staff** who achieves CMMA certification will receive a premium of **one dollar and twenty-five cents (\$1.25)** per hour while working in the **Administrative Staff** classification.
- 10.09 All employees who relieve in a scope other than that of CUPE Local 857 shall receive all benefits and premiums as allowed in other agreements (i.e.: on call).

- 10.10 Employees who have completed SWANA certification will receive one dollar and twenty-five cents (\$1.25) per hour, for all hours worked at the landfill.**

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 The City acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than five (5) members who shall be employees of the City covered by this Agreement. The personnel of such committee shall be communicated to the City.

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

“Grievance” as used in this Agreement is a complaint involving any matter relating to wages, hours or working conditions, including questions or interpretations of application to, or compliance with, the provisions of this Agreement and shall only relate to or concern any grievance which has arisen subsequent to the date of this Agreement or has been alleged to have occurred within ten (10) working days prior to the filing of the grievance, whichever is the later date. A “grievance” includes an allegation by the City that the Union or an employee in the bargaining unit has breached a provision of this Agreement.

Step 1 – Within ten (10) working days of the occurrence thereof the grieved employee(s) with the Steward present, if the employee desires, shall make oral or written presentation to **their** immediate supervisor and if the employee does not obtain satisfaction from **their** immediate supervisor, the case may be referred to the Grievance Committee of the Union for review, and they after reviewing the dispute consider the grievance justified, shall make its initial submission on a standard C.U.P.E. Union grievance form, outlining the grievance in writing to the Department Head concerned, within five (5) working days of the written decision of the immediate supervisor.

Step 2 - A hearing shall be held between a member of the Grievance Committee, the aggrieved employee(s), **their** immediate supervisor, and the Department Head, to discuss and seek to settle the matter in dispute within five (5) working days after receipt of such notice.

The written decision of the Department Head shall be rendered within a period of five (5) working days of the hearing of the Grievance Committee.

Step 3 Failing settlement being reached in Step 2, the Grievance Committee may appeal the decision of the Department Head to the City Manager within five (5) working days from date such decision was received by the Union.

The City Manager shall meet with the employee and Shop Steward or Union Representative and appropriate Department Head to discuss the grievance within five (5) working days of receipt of the appeal.

The written decision of the City Manager shall be rendered within a period of five (5) working days of the aforementioned hearing.

Step 4 - Failing settlement being reached in Step 3, the Grievance Committee may appeal the decision of the City Manager to the Employee Relations Committee of the Council of the City of Dauphin within five (5) working days from the date such decision was received by the Union. The Employee Relations Committee shall meet with the employee and the Grievance Committee, appropriate Department Head and City Manager within five (5) working days to discuss the grievance.

The Employee Relations Committee shall review the grievance and forward a complete report and recommendation to City Council. City Council shall review the information and shall provide the Grievance Committee with a written decision within ten (10) working days of receipt of such notice.

Step 5 - Failing a satisfactory settlement being reached in Step 4, the Union, not later than fifteen (15) working days after receipt of the decision of the City Council, may refer the said grievance to arbitration pursuant to the provisions of the *Labour Relations Act*.

11.03

General Procedures

- (a) Grievances and replies to grievances shall be in writing at all stages.
- (b) Grievances settled satisfactorily shall take effect at the time established by mutual agreement.
- (c) The Union shall have a right to initiate a grievance of a general nature at Step 3 of the previous procedure.
- (d) In the event of absence of representatives of the City or Union as designated in the grievance procedure, it shall be permissible to proceed to the next step of the grievance procedure.
- (e) The time limits as set out in the various steps may be extended by mutual agreement in writing.
- (f) In the discussions of grievances with representatives of the City, the Grievance Committee may at any time be accompanied by representatives of the Canadian Union of Public Employees and the City may be accompanied by its Solicitor or other advisor.

- (g) Any grievance not advanced to the arbitration procedure within the time limit specified in Step 5, shall be deemed resolved by the City's answer in Step 4. If the City fails to reply within the time limit specified in Step 4, the grievance shall be deemed to be resolved in favour of the grievor and/or the Union.

ARTICLE 12 – HOURS OF WORK

12.01 Outside Employees

- (a) The normal workweek consists of five (5) consecutive days of eight (8) hours per day exclusive of Sunday, and shall normally be from 8:00 a.m. to 5:00 p.m., but Management has the right to cause the shifts to begin at any hour when special demands for service outside of regular management control are made. Insofar as practical, the shift ending on Saturday shall be alternated with the shift ending on Friday. All the employees so far as practical, shall be allowed (1) one hour for lunch at the midpoint of the workday and those who wish to have lunch at home may do so.

(b) **Utility Employees**

The Water Treatment Plant is recognized as an essential service and therefore the normal workweek is Monday to Sunday. The Utility employee shall work eighty (80) hours biweekly between the hours of 7:00 a.m. and 6:00 p.m., with one (1) hour interval for lunch. Hours worked in excess of eighty (80) hours biweekly will be paid overtime as per the terms of this Collective Agreement.

Utility employees will not be scheduled more than five (5) consecutive days, except by mutual consent by employee and employer.

Shift premiums will be paid at the rate of one dollar and twenty-five cents (\$1.25) per hour for all straight time hours worked on Saturdays and Sundays, and general holidays.

- (c) Employees working on projects beyond ten (10) miles of the City limits shall be allowed one-half ($\frac{1}{2}$) hour for lunch at the job site and shall finish work one-half ($\frac{1}{2}$) hour earlier.

12.02 Office Employees

- (a) The normal workweek shall consist of five (5) consecutive days from 8:30 a.m. to 4:30 p.m., starting Monday and ending Friday of thirty-five (35) hours with a one (1) hour interval for lunch.

- (b) The normal workweek for the Geographic Information System (GIS) Technician shall consist of five (5) consecutive days, from 7:30 a.m. to 4:30 p.m., starting Monday and ending Friday of forty (40) hours with a one (1) hour interval for lunch.
- (c) The normal workweek for the Engineering Clerks shall consist of five (5) consecutive days, from 8:00 a.m. to 5:00 p.m., starting Monday and ending Friday of forty (40) hours with a one (1) hour interval for lunch.
- (d) The normal workweek for the Bylaw Enforcement Officer shall consist of five (5) consecutive days, from 8:00 a.m. to 4:30 p.m., starting Monday and ending Friday of thirty-seven and one-half (37½) hours with a one (1) hour interval for lunch.
- (e) The normal workweek for the R.C.M.P. Detachment Assistants shall consist of thirty-seven and one-half (37½) hours per week. The shifts shall be on a four (4) week rotation such that on Tuesday, Wednesday, and Thursday the employee on evening shift works 10:00 a.m. to 6:00 p.m. while Monday and Friday remain the same at 8:00 a.m. to 4:00 p.m. with a one-half (½) hour interval for meal break per shift. This schedule is subject to revision when the R.C.M.P. requires a change.

Shift schedules for the R.C.M.P. Detachment Assistants shall be posted two (2) weeks in advance. In the event of a work stoppage, one (1) R.C.M.P. Detachment Assistant at the R.C.M.P. shall remain at work for their normal shift during a strike.
- (f) The normal work week for the Waste Management Attendant Permanent shall consist of five (5) consecutive days, forty (40) hours per week, Tuesday to Saturday (or as determined by Landfill hours of operation). For further clarity and as it relates to section 14.01, a “weekday” shall refer to Tuesday through Saturday, and the “weekend” shall be Sunday and Monday.

12.03 Minimum Hours for Hourly Employees

In the event of an employee arriving at work on any day and being dismissed for the day before **they have** completed three (3) hours work, **they** shall in any event be paid for three (3) hours, and in any event, shall be paid for all hours worked.

12.04 Break Period

All employees shall be permitted a fifteen (15) minute paid rest period both in the first and second half of a shift.

12.05 Uniform Change Out

Employees required to wear a uniform which identifies them as a City of Dauphin employee during hours of work shall be allowed ten (10) minutes to change out of uniform before lunch periods, and before conclusion of their shift, provided however, an employee shall not be entitled to leave **their** place of employment until the commencement of the lunch period, or the conclusion of their shift.

It is understood by the parties that an employee shall only be entitled to one or the other allowance of time (uniform or clean up) should both be applicable to their position.

12.06 Paid Clean-up Time

Outside hourly employees shall be allowed ten (10) minutes wash-up time, before lunch periods and before termination of their shift, provided however, an employee shall not be entitled to leave **their** place of employment until the commencement of the lunch period or the termination time.

12.07 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 13 – OVERTIME

13.01 An employee is entitled to pay for overtime only when work beyond the standard hours of work has been approved by **their** supervisor or another authorized representative of the City. Such approval shall not be unreasonably denied.

(a) Overtime Rates on Weekdays

All time worked beyond the normal workday shall be deemed to be overtime and shall be paid for all at the rate of time and one-half (1½) for the first four (4) hours and two (2) times thereafter.

(b) Overtime Rates on Weekdays for Part-time Office Employees

Normal overtime provisions shall apply to part-time office employees who work more than seven (7) hours per day.

13.02 Overtime Rates on Saturdays, Sundays, and General Holidays and any Normal Workweek for Hourly Rated Employees

All times worked in excess of forty (40) hours in any normal workweek shall be paid for at time and one-half (1½) the standard rate of pay for every hour worked except as provided in Article 13.01. Any employee required to work on Saturday, other than as part of their normal workweek, shall be paid one and one-half (1½) times for the first four (4) hours and two (2) times thereafter. Any employee required to work on Sunday, other than as part of their normal workweek, shall be paid at double time (2x) the standard rate of pay for every hour worked. Any employee who is required to work on a general holiday shall be paid at the rate of time and one-half (1½) the standard rate of pay for every hour worked in addition to **their** regular holiday pay.

13.03 Minimum Call-back Time

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

13.04 Sharing of Overtime

Overtime shall be distributed as equally as possible among all permanent employees within the Utility Operations, Water Works, and Public Works departments provided that the employees, in the opinion of the supervisors, are qualified and capable of performing the work. If personnel are not available within that particular department, then assignment of overtime to an employee from another department shall be at the discretion of the supervisor.

13.05 Time Off in Lieu of Overtime

- (a) All employees shall be entitled to bank overtime at their option, in lieu of pay, to accumulate to a total of forty (40) regular hours at any one time to be taken at a time mutually agreeable to the employee and the supervisor, such time to be taken prior to December 31st of the year in which the overtime was earned. If circumstances prevent an employee from using banked time prior to December 31st, the employee and the City may agree to extend the time for use of banked time to no later than March 31st of the following year. In the case of accumulated overtime not used at that time, payment shall be made within thirty (30) days following thereafter.

- (b) Banked time accumulation will be shown on the pay stub of the employee, employees shall notify the Employer at least two (2) weeks prior to taking banked time.
- (c) Seasonal employees will be allowed to bank their overtime during their seasonal employment. These employees must cash in their bank time or have used it up before their termination of employment for that year. This bank time is to cover for rainy days and days of no work for these employees upon approval of immediate supervisor.

ARTICLE 14 – HOLIDAY PAY FOR HOURLY RATED EMPLOYEES

14.01 All employees shall be granted one day’s normal rates for each of the following general holidays:

- | | |
|---|-----------------|
| New Year’s Day | Louis Riel Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| August Civic Holiday | Labour Day |
| Thanksgiving Day | Remembrance Day |
| Christmas Day | Boxing Day |
| National Truth and Reconciliation Day – September 30th | |

and also, for any other day proclaimed as a holiday by the **Federal** or Provincial Government or by the City, provided always that such employee shall have worked the normal workday immediately preceding and the normal workday immediately following any such holiday. Provided that where such holiday occurs on a Saturday or Sunday the following Monday will be recognized as such holiday, or such other day as is mutually agreed upon between the departmental head of the City and the employee.

Employees claiming payment for the above mentioned holidays who have been absent from work on the normal workday immediately preceding or the normal workday immediately following any such holidays, shall provide to the City a doctor’s certificate satisfactory to the City evidencing such illness or accident.

ARTICLE 15 – VACATIONS

15.01 Length of Vacations

- (a) Upon completing one (1) year continuous service, an employee shall be granted three (3) weeks’ vacation with pay.

- (b) After completing eight (8) years of continuous service, an employee shall be granted four (4) weeks' vacation with pay.
- (c) After completing fifteen (15) years of continuous service, an employee shall be granted five (5) weeks' vacation with pay.
- (d) After completing twenty-five (25) years of continuous service, an employee shall be granted six (6) weeks' vacation with pay.
- (e) One (1) additional day of vacation shall be granted for each completed year of service over twenty-five (25) years.
- (f) Vacation rights shall accumulate from year to year in respect of hourly rated or seasonal employee who shall be employed during the continuous and successive working seasons.
- (g) Vacation time shall be subject to the approval of the appropriate Departmental Head and as far as possible shall be arranged so as not to disrupt the work of the City or the Department concerned and in case of conflicting requests for vacation times, seniority shall prevail.
- (h) If a statutory or declared holiday falls 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.
- (i) All vacations must be taken in the vacation year immediately following that in which it is earned, subject to the special provisions for seasonal and temporary employees hereinbefore set forth.
- (j) The Employer will provide vacation entitlement on pay stubs and allow employees to express their preference as to dates until February 28th.
- (k) The Employer will post the vacation schedule not later than March 31st having given due consideration to employee preference and individual circumstances, including seniority.
- (l) Employees requesting vacation time after April 1st must give a minimum of two (2) weeks' notice and consideration will be given providing it does not conflict with employees who requested the same vacation time prior to February 28th.
- (m) In cases of emergency, at the discretion of the Employer, employees may take the maximum of two (2) days' vacation or bank time rather than a deduction for lost time.

- (n) Where an employee qualified for sick leave, involving hospitalization during **their** period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced, including hospitalization and recovery time, shall either be added to the vacation period or reinstated for use at a later date. The Employer may request proof of hospitalization.
- (o) Seasonal employees shall be able to elect to have their vacation pay biweekly or at such time as they are taking vacation during the course of their employment.

15.02 Any employee leaving the service in any year before **they have had their** vacation shall be entitled to a proportionate payment of salary or wages in lieu thereof.

ARTICLE 16 – SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

16.02 Amount of Sick Leave Credit

- (a) Employees shall be entitled to one and one-half (1½) days sick leave with pay for each equivalent month of service from commencement of employment accumulative to a maximum of one hundred and thirty (130) days. Sick leave shall accumulate but will not be utilized during the first three (3) months of employment.
- (b) An employee who will be absent from work due to illness must notify their immediate supervisor prior to the scheduled start time of their shift.
- (c) The City reserves the right to require that employees on sick leave over two (2) days or any sick days taken by employees who have an above-average level of absenteeism, or where there is reason to suspect an abuse of sick leave, must produce a doctor's certificate when requested and further that the employee shall have reasonable amount of time to produce same. The City agrees to pay the doctor's fee if the certificate verifies an illness. This paragraph is subject to the requirements for a doctor's certificate contained in Article 14.01.

- (d) Seasonal employees who use in excess of sick days earned in the previous year will be required to produce a doctor's certificate as a condition of employment.
- (e) The Council of the City may in its discretion at any time extend the allowable sick leave with pay on compassionate or other grounds.
- (f) Sick leave cannot be taken as extra holidays.
- (g) Misuse of sick leave benefits by an employee may result in reduction or loss of accumulated sick leave and/or dismissal. The Union agrees to assist the City to the fullest extent that there shall be no abuse of sick leave benefits.
- (h) The City and the Union agree to investigate cases of suspected abuse or misuse of sick leave benefits.

16.03 An employee shall request in writing any use of extended sick leave that is expected to exceed one (1) week. This request must be accompanied by a doctor's certificate stating when the employee may be expected and able to return to work. Should the extended sick leave exceed one (1) month, the employee shall notify their immediate supervisor two (2) weeks prior to their planned return date.

The employee on the return date shall provide a doctor's certificate stating that in the doctor's opinion the employee is able to resume their normal duties.

16.04 Sick Leave Cash Out

Upon death, retirement (as per the Municipal Employees' Pension Plan Regulations) or upon 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 City.

16.05 Employees who use three (3) sick days or less of sick leave over the twelve (12) month period, January 1st to December 31st, in any year shall be entitled to three (3) paid personal days at a time mutually agreed upon between the employee and the Employer.

16.06 Illness for Family Member

An employee shall be entitled to utilize up to a maximum of five (5) days in the year to attend to in the event of illness, injury or medical appointment for their spouse, child, parent/parent in-law, or legal dependent.

ARTICLE 17 – LEAVE OF ABSENCE**17.01 For Union Business**

The City agrees that where prior written approval of the immediate supervisor has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the City, or with respect to meetings with the City to represent a member, discuss a grievance, or arbitration, they shall suffer no loss of pay for the time so spent.

Time spent during negotiations or arbitration shall be reimbursed by the Union in accordance with **Article 5.04**.

17.02 Union Conventions

- (a) Leave of absence without loss of seniority shall be granted upon request to the City to employees selected or appointed to represent the Union at Union conventions. Such time off shall not exceed a total of three (3) 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 City will bill the Union Local for the time away on a leave of absence including wages and benefits.

17.03 Bereavement Leave

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

- (a) Death of an employee's spouse, child or stepchild, grandchild, brother, sister, brother-in-law, sister-in-law, father, mother, or stepparent of the employee or the employee's spouse 5 Days
- (b) Death of the grandparents of an employee or their spouse:
 - Within 500 km of Dauphin 3 Days
 - More than 500 km radius from Dauphin 5 Days
- (c) To attend funeral as a pallbearer or other significant role in the funeral service 1 Day
- (d) To attend funeral of another City employee 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.

17.04 Maternity/Parental/Adoption Leave

The City agrees to grant leaves of absence for maternity/parental/adoption leave in accordance with Manitoba *Employment Standards Code*, or such successor legislation as may be amended from time to time.

17.05 Leave of Absence

- (a) An employee's immediate supervisor shall be allowed to grant leave of absence without pay to any employee who so requests it.
- (b) An employee with more than five (5) years seniority may be granted a leave of absence without pay and loss of seniority for educational leave for a period not to exceed one (1) year. Such leave shall be granted in order to attend a recognized college, university, trade, or technical school full-time, provided the course of instruction is related to the employee's reasonable employment opportunities with the City.
- (c) A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this article and the schooling will be regarded as being related to the employee's employment opportunities with the City. Before receiving the leave, or an extension thereof, the employee shall submit to the City satisfactory evidence that the school has accepted them as a student, and on the expiration of each semester or other school term shall submit proof of attendance during such term.
- (d) Such leaves may be extended for additional periods not to exceed one (1) year each time. Such leave shall be granted where in the opinion of the City the leave shall not adversely affect the operations of the City. Returning employees will be returned to their former position. In the event an employee wishes to return to work prior to the leave of absence being completed the employee must submit, in writing, notice of their return four (4) weeks prior to returning.

17.06 Any employee selected for jury duty will continue to receive their regular wages while on jury duty. The amount provided for lost wages by the court will be sent to the City.

ARTICLE 18 – PAYMENT OF WAGES

18.01 Pay Days

The City shall pay salaries and wages biweekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. The pay period will end on Sunday, and the City will make every reasonable effort to make payment the following Friday. On each pay day each employee shall be provided with a statement of **their** wages and deductions.

ARTICLE 19 – SAFETY

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

- (a) A Safety Committee shall be established and composed of a minimum of two (2) representatives appointed by the City and a minimum of two (2) representatives of the Union in accordance with the *Workplace Safety and Health Act*. The committee shall always have an equal number of employer and union representatives.
- (b) The Safety Committee shall hold meetings as requested by the Union or by the City and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- (c) Minutes of all Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the City and the Union.

19.02 The City shall make reasonable provisions for the safety and health of the employees during the hours of their employment and provide protective devices and other equipment being necessary to protect employees from injury or illness and the Union may from time to time bring to the attention of the Departmental Head recommended suggestions in this regard. Such matters shall be subject to negotiations between the City and the Union.

Coveralls are to be supplied by the Employer to all outside/shop employees, if required, as determined by the Employer.

19.03 When an accident or injury takes place, the Employer will conduct an investigation, and report according to the Workplace Safety and Health Act and Plan.

- 19.04 An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their rate of pay in effect without deduction from sick leave, provided that a doctor or nurse states that the employee is unfit for further work on that shift.

ARTICLE 20 – BENEFITS

20.01 Employment Insurance

All employees shall be covered by the provisions of the *Employment Insurance Act*, and the City agrees that no further certificate exempting employees from coverage under the Act shall be issued. Additional benefits and utilization of sick leave shall comply and be in conformity with regulations under the *Employment Insurance Act*.

The City will apply to E.I. for a premium rebate and shall rebate to the membership the employee's share as per the Union's decision.

- 20.02 An employee who has an accumulated service record in the employ of the City of not less than twelve (12) months and who in the course of such employment is prevented from performing their 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 they would in the normal course have earned in the employ of the City during the period of their disability, but in no event for a period of more than six (6) months.

20.03 Pension Plan and Long Term Disability

The City agrees that its present employees' Pension Plan be continued in respect of all employees who are qualified to participate therein.

20.04 Extended Health & Dental & EAP

In exchange for the employees paying one hundred percent (100%) of the premium cost of the LTD plan, the City agrees to pay sixty percent (60%) of the premium cost of the Health and Dental insurance.

20.05 WCB and LTD - Employer Portion of Benefits While on Either

For employees who have successfully completed their probationary period and are on approved Workers' Compensation Board (WCB) or Long-term Disability (LTD) claims, the City will pay the Employer portion of Health and Dental benefit premiums for a period not to exceed one (1) year from the date of absence due to injury or illness.

ARTICLE 21 – STRIKES AND LOCKOUTS

- 21.01 The City will not institute a lockout for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 21.02 The Union will not cause or permit its members to strike, nor will any member of the Union take part in any strike, either sit-down, stay-in, or any other kind of strike or any other kind of interference or stoppage, total or partial, of any of the City's operations, for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 21.03 Should any worker or group of workers, whether or not members of the Union, advocate or engage in any kind of strike, or slowdown, or other stoppage, partial or total, of the City's operations, such shall be cause for discharge.
- 21.04 The Union agrees to cooperate fully with the City in the enforcement of Article 21.
- 21.05 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 22 – MANAGEMENT RIGHTS

- 22.01 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 **they have** 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.

22.02 It is the exclusive function of the Employer to manage its operations **and**, without restricting the generality of the foregoing, the right to **plan**, direct the work force, 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.

22.03 The Employer retains all the rights, power, or authority in management except those specifically abridged, delegated, granted to others, or modified by this Agreement.

22.04 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.

ARTICLE 23 – BULLETIN BOARDS

23.01 The City agrees that it will **provide and maintain** a bulletin board in its Administrative Office, the Shop, the R.C.M.P. Office, the Airport, the Waste Disposal Site, and the Water Treatment Plant 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 24 – PRESENT CONDITIONS AND BENEFITS

24.01 It is agreed that in general, all rights and working conditions now enjoyed shall continue to be enjoyed to the extent that they are **consistent** with the other terms of this Agreement.

ARTICLE 25 – JOB CLASSIFICATIONS AND RECLASSIFICATIONS

25.01 Job Descriptions

The Employer agrees to **draw up** job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be **presented** to the Union and shall 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.

25.02 Changes in Classification

When the duties of work in any classification are changed or increased, or where the Union and/or an employee feels **they are** unfairly or 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.

ARTICLE 26 – WAGE SCHEDULE

26.01 A wage schedule to be identified as Schedule "A" shall be attached hereto and shall form part of this Agreement. The wage rates therein set forth shall be retroactive to January 1, 2023, and the City shall adjust the earnings of the employees concerned so as to conform with the rates set forth in said Schedule from and since the 1st day of January 2023. Such Schedule shall remain in effect to the negotiation of a new Collective Agreement.

26.02 All negotiated wage increases (as per Schedule "A") shall be fully retroactive, unless exclusively bargained otherwise. It is understood that all other contract changes shall be effective on the date of ratification unless they are negotiated otherwise.

ARTICLE 27 – ADVERSE REPORT AND ACCESS TO PERSONNEL FILE

27.01 (a) The Employer shall notify an employee in writing of any expression of dissatisfaction concerning **their** work within ten (10) working days of the event of the complaint, with copies to the Union and to the C.U.P.E. Representative. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of **their** record for use against **them** in regard to discharge, discipline, promotion, demotion, or other related matters. This article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Employer, whether or not it relates to **their** work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** record.

- (b) Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

27.02 If an employee wishes to examine **their** personnel file, **they shall** request such in writing to the Department Head or **their** designate and within reasonable time limits, said employee in the presence of the Department Head or **their** designate, shall be entitled to review all material contained within **their** personnel file at the City office. Employees shall have the right to respond to contents of the file which response shall become part of the file.

ARTICLE 28 – ON-THE-JOB TRAINING

28.01 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. Such opportunities for training shall be allocated according to ability and seniority.

28.02 Training Courses

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- type of course (subjects and material covered)
- time, duration, and location of the course
- minimum qualifications required by applicants.

This bulletin shall be posted for a period of one (1) week on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected provided that they have not already received similar training within twenty-four (24) months.

For purposes of wages and benefits, time spent in such training shall be considered to be time worked. Employees who are training on jobs shall receive their regular rate of pay for the duration of the training period, not the rate of pay of the position for which they are training.

28.03 Travel time shall be reimbursed as per the City of Dauphin Travel and Expense Policy.

ARTICLE 29 – ADDITIONAL EXPENSES

29.01 Employees shall be entitled to reimbursement of expenses incurred while on City business in accordance with City policy.

29.02 A monthly automobile allowance of four hundred dollars (\$400.00) per month for the Bylaw Enforcement Officer.

Employees in receipt of automobile allowance will be required to pay the necessary day-to-day expenses related to the maintenance of their vehicles, including the appropriate insurance premiums as per Manitoba Public Insurance Corporation regulations.

If the City supplies a vehicle for use during work hours, no such payment will be made.

29.03 **Safety Footwear**

Where an employee is required, as a condition of employment, to provide and wear approved safety footwear during the course of the employee's regular duties, the employee will be eligible for an allowance of **up to two hundred (\$200.00)** once per fiscal year to help offset the cost to the employee of purchasing approved safety footwear.

Upon commencement of employment, seasonal employees shall be entitled to the boot allowance every year.

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 specifically for employment with the City; and
- (d) upon successful completion of probationary period.

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

- 29.04 (a) Coveralls are to be supplied to trench worker(s) and sanitation person(s).
- (b) City of Dauphin uniforms shall be supplied for all By Law officers.

29.05 Tool Allowance & Insurance

The City shall provide a tool allowance of one hundred dollars (\$100.00) per month to the Mechanic to cover the costs of any worn, broken, or lost tools.

The Employer agrees to include, at its premium expense, mechanics' tools on its corporate insurance policy based on a detailed list supplied by the Employee that is satisfactory to the insurer, up to a maximum insured value of twenty-five thousand dollars (\$25,000.00) per employee, with the employee responsible for the applicable deductible amount. The deductible will be paid by the employee unless the Employer, and not the employee, is at fault in the loss.

ARTICLE 30 – GOVERNMENT FUNDED PROJECTS

30.01 Employees shall not accumulate seniority while hired under Government grants.


30.02 The City will not utilize Fine Option workers to perform work for the City which is normally performed by permanent or seasonal employees except with the agreement of the Union.

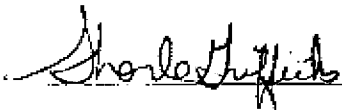
ARTICLE 31 – DRIVER'S LICENCE

- 31.01 (a) It is understood and agreed that where an employee requires a driver's licence, the Class of which is to be determined by the City to operate City vehicles and/or equipment, it shall be the employee's responsibility to obtain same at the employee's expense.
- (b) Should an employee who is required to possess a valid driver's licence to operate City vehicles and/or equipment, have such licence suspended for any reason the employee shall not operate licensed City vehicles until the employee's licence has been reinstated and the City has been provided with proof of such reinstatement. Any employee who drives for the City whose licence has been suspended must inform **their** supervisor immediately upon learning of the suspension.
- (c) Where an employee is required by the City to hold a Class 1, 2, 3, or 4 Province of Manitoba Driver's License, the City shall reimburse that employee the amount of the billing of the Medical Practitioner for medical costs incurred to maintain such license. The costs will be covered as often as the certificate is required by the Provincial authorities for the required license by the City.

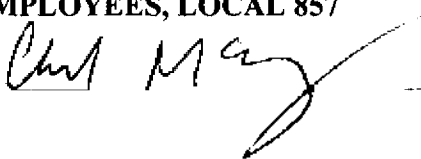
IN WITNESS WHEREOF the parties hereto have executed these presents this 17th day of August, 2023.

**ON BEHALF OF THE EMPLOYER:
CITY OF DAUPHIN**





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



RMc:mc
cope491

**LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”**

Effective January 1, 2023

4% increase without market adjustments

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Skilled Labourer – Utility *	\$26.09				
Equipment Operator – Side Loader (Removed)	\$27.72				
Charge Hand – Utility *	\$28.63				
Accounting Clerk – Engineering 1 * (Removed)	\$22.62	\$23.50	\$24.36	\$25.21	\$26.06
Accounting Clerk – Engineering 2 * (Renamed)	\$25.81	\$26.11	\$26.46	\$26.71	\$27.04
RCMP Detachment Assistant *	\$28.11	\$28.41	\$28.76	\$29.06	\$29.44

** positions that will receive market adjustments increase that are not retroactive.
(Removed) or (Renamed) positions that are removed or renamed.*

LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”
Effective January 1, 2023
4% increase and market adjustments

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Labourer	\$21.94	\$22.56	\$23.49		
Skilled Labourer	\$25.22				
Skilled Labourer – Utility	\$29.47				
Waste Management Attendant – temp/term	\$18.44				
Waste Management Attendant – permanent	\$20.74				
Equipment Operator 1	\$24.00				
Equipment Operator 2	\$25.22				
Equipment Operator 3	\$26.49				
Equipment Operator 4	\$27.72				
Airport Operator	\$27.99				
Charge Hand	\$27.73				
Charge Hand – Utility	\$31.24				
Utility Operator-in-Training	\$25.29	\$25.91	\$26.54		
Utility Operator 1	\$27.89				
Utility Operator 2	\$30.51				
Utility Operator 3	\$33.32				
Utility Operator 4	\$35.73				
Mechanic 1	\$33.36				
Mechanic 2	\$39.41				
Office Assistant	\$25.81	\$26.11	\$26.46	\$26.71	\$27.04
Bylaw Enforcement	\$27.55	\$28.39	\$29.26	\$30.10	\$30.91
Accounting Clerk – Tax Roll	\$27.06	\$27.38	\$27.70	\$28.05	\$28.19
Accounting Clerk – Utility	\$27.06	\$27.38	\$27.70	\$28.05	\$28.19
Accounting Clerk – Engineering	\$25.81	\$26.11	\$26.46	\$26.71	\$27.04
Financial Accountant	\$28.26	\$29.14	\$30.06	\$30.97	\$31.84
Geographic Information Systems Technician	\$28.87	\$29.97	\$31.09	\$32.20	\$33.31
Administrative Assistant	\$27.06	\$27.38	\$27.70	\$28.05	\$28.19
RCMP Detachment Assistant	\$29.15	\$29.45	\$29.80	\$30.10	\$30.48

LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”
Effective January 1, 2024
3% increase

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Labourer	\$ 22.60	\$ 23.23	\$ 24.20		
Skilled Labourer	\$ 25.98				
Skilled Labourer – Utility	\$ 30.36				
Waste Management Attendant – temp/term	\$ 18.99				
Waste Management Attendant – permanent	\$ 21.36				
Equipment Operator 1	\$ 24.72				
Equipment Operator 2	\$ 25.98				
Equipment Operator 3	\$ 27.28				
Equipment Operator 4	\$ 28.55				
Airport Operator	\$ 28.83				
Charge Hand	\$ 28.56				
Charge Hand – Utility	\$ 32.18				
Utility Operator-in-Training	\$ 26.05	\$ 26.68	\$ 27.34		
Utility Operator 1	\$ 28.73				
Utility Operator 2	\$ 31.43				
Utility Operator 3	\$ 34.32				
Utility Operator 4	\$ 36.81				
Mechanic 1	\$ 34.36				
Mechanic 2	\$ 40.59				
Office Assistant	\$ 26.59	\$ 26.90	\$ 27.25	\$ 27.51	\$ 27.85
Bylaw Enforcement	\$ 28.38	\$ 29.24	\$ 30.13	\$ 31.00	\$ 31.84
Accounting Clerk – Tax Roll	\$ 27.87	\$ 28.20	\$ 28.53	\$ 28.89	\$ 29.04
Accounting Clerk – Utility	\$ 27.87	\$ 28.20	\$ 28.53	\$ 28.89	\$ 29.04
Accounting Clerk – Engineering	\$ 26.59	\$ 26.90	\$ 27.25	\$ 27.51	\$ 27.85
Financial Accountant	\$ 29.10	\$ 30.02	\$ 30.96	\$ 31.90	\$ 32.80
Geographic Information Systems Technician	\$ 29.74	\$ 30.87	\$ 32.02	\$ 33.16	\$ 34.31
Administrative Assistant	\$ 27.87	\$ 28.20	\$ 28.53	\$ 28.89	\$ 29.04
RCMP Detachment Assistant	\$ 30.03	\$ 30.34	\$ 30.69	\$ 31.00	\$ 31.40

LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”
Effective January 1, 2025
2.5% increase

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Labourer	\$ 23.17	\$ 23.82	\$ 24.80		
Skilled Labourer	\$ 26.63				
Skilled Labourer – Utility	\$ 31.12				
Waste Management Attendant – temp/term	\$ 19.47				
Waste Management Attendant – permanent	\$ 21.89				
Equipment Operator 1	\$ 25.34				
Equipment Operator 2	\$ 26.63				
Equipment Operator 3	\$ 27.97				
Equipment Operator 4	\$ 29.26				
Airport Operator	\$ 29.55				
Charge Hand	\$ 29.27				
Charge Hand – Utility	\$ 32.98				
Utility Operator-in-Training	\$ 26.70	\$ 27.35	\$ 28.02		
Utility Operator 1	\$ 29.45				
Utility Operator 2	\$ 32.21				
Utility Operator 3	\$ 35.18				
Utility Operator 4	\$ 37.73				
Mechanic 1	\$ 35.22				
Mechanic 2	\$ 41.60				
Office Assistant	\$ 27.25	\$ 27.57	\$ 27.93	\$ 28.20	\$ 28.55
Bylaw Enforcement	\$ 29.09	\$ 29.97	\$ 30.89	\$ 31.78	\$ 32.63
Accounting Clerk – Tax Roll	\$ 28.57	\$ 28.91	\$ 29.24	\$ 29.61	\$ 29.77
Accounting Clerk – Utility	\$ 28.57	\$ 28.91	\$ 29.24	\$ 29.61	\$ 29.77
Accounting Clerk – Engineering	\$ 27.25	\$ 27.57	\$ 27.93	\$ 28.20	\$ 28.55
Financial Accountant	\$ 29.83	\$ 30.77	\$ 31.73	\$ 32.70	\$ 33.62
Geographic Information Systems Technician	\$ 30.48	\$ 31.64	\$ 32.82	\$ 33.99	\$ 35.17
Administrative Assistant	\$ 28.57	\$ 28.91	\$ 29.24	\$ 29.61	\$ 29.77
RCMP Detachment Assistant	\$ 30.78	\$ 31.09	\$ 31.46	\$ 31.78	\$ 32.18

LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”
Effective January 1, 2026
2% increase

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Labourer	\$ 23.63	\$ 24.29	\$ 25.30		
Skilled Labourer	\$ 27.16				
Skilled Labourer – Utility	\$ 31.74				
Waste Management Attendant – temp/term	\$ 19.86				
Waste Management Attendant – permanent	\$ 22.33				
Equipment Operator 1	\$ 25.85				
Equipment Operator 2	\$ 27.16				
Equipment Operator 3	\$ 28.52				
Equipment Operator 4	\$ 29.85				
Airport Operator	\$ 30.14				
Charge Hand	\$ 29.86				
Charge Hand – Utility	\$ 33.64				
Utility Operator-in-Training	\$ 27.24	\$ 27.90	\$ 28.58		
Utility Operator 1	\$ 30.04				
Utility Operator 2	\$ 32.86				
Utility Operator 3	\$ 35.88				
Utility Operator 4	\$ 38.48				
Mechanic 1	\$ 35.93				
Mechanic 2	\$ 42.43				
Office Assistant	\$ 27.80	\$ 28.12	\$ 28.49	\$ 28.76	\$ 29.12
Bylaw Enforcement	\$ 29.67	\$ 30.57	\$ 31.50	\$ 32.41	\$ 33.28
Accounting Clerk – Tax Roll	\$ 29.14	\$ 29.49	\$ 29.82	\$ 30.20	\$ 30.36
Accounting Clerk – Utility	\$ 29.14	\$ 29.49	\$ 29.82	\$ 30.20	\$ 30.36
Accounting Clerk – Engineering	\$ 27.80	\$ 28.12	\$ 28.49	\$ 28.76	\$ 29.12
Financial Accountant	\$ 30.43	\$ 31.38	\$ 32.37	\$ 33.35	\$ 34.29
Geographic Information Systems Technician	\$ 31.09	\$ 32.28	\$ 33.47	\$ 34.67	\$ 35.87
Administrative Assistant	\$ 29.14	\$ 29.49	\$ 29.82	\$ 30.20	\$ 30.36
RCMP Detachment Assistant	\$ 31.39	\$ 31.72	\$ 32.09	\$ 32.41	\$ 32.83

LOCAL 857 – CITY OF DAUPHIN
SCHEDULE “A”
Effective January 1, 2027
2.5% increase

CLASSIFICATION	Start	6 months	12 months	18 months	24 months
Labourer	\$ 24.22	\$ 24.90	\$ 25.93		
Skilled Labourer	\$ 27.84				
Skilled Labourer Utility	\$ 32.53				
Waste Management Attendant – temp/temp	\$ 20.35				
Waste Management Attendant – permanent	\$ 22.89				
Equipment Operator 1	\$ 26.49				
Equipment Operator 2	\$ 27.84				
Equipment Operator 3	\$ 29.24				
Equipment Operator 4	\$ 30.59				
Airport Operator	\$ 30.89				
Charge Hand	\$ 30.60				
Charge Hand – Utility	\$ 34.48				
Utility Operator-in-Training	\$ 27.92	\$ 28.60	\$ 29.30		
Utility Operator 1	\$ 30.79				
Utility Operator 2	\$ 33.68				
Utility Operator 3	\$ 36.78				
Utility Operator 4	\$ 39.44				
Mechanic 1	\$ 36.83				
Mechanic 2	\$ 43.50				
Office Assistant	\$ 28.49	\$ 28.82	\$ 29.20	\$ 29.48	\$ 29.85
Bylaw Enforcement	\$ 30.41	\$ 31.34	\$ 32.29	\$ 33.22	\$ 34.12
Accounting Clerk – Tax Roll	\$ 29.87	\$ 30.23	\$ 30.57	\$ 30.96	\$ 31.12
Accounting Clerk – Utility	\$ 29.87	\$ 30.23	\$ 30.57	\$ 30.96	\$ 31.12
Accounting Clerk – Engineering	\$ 28.49	\$ 28.82	\$ 29.20	\$ 29.48	\$ 29.85
Financial Accountant	\$ 31.19	\$ 32.17	\$ 33.18	\$ 34.19	\$ 35.15
Geographic Information Systems Technician	\$ 31.87	\$ 33.08	\$ 34.31	\$ 35.54	\$ 36.77
Administrative Assistant	\$ 29.87	\$ 30.23	\$ 30.57	\$ 30.96	\$ 31.12
RCMP Detachment Assistant	\$ 32.18	\$ 32.51	\$ 32.89	\$ 33.22	\$ 33.65

RMc:mc
cope491

LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857

RE: EMPLOYEE BENEFITS


The Comprehensive Benefits Plans are to include, but not limited to, extended Health, Dental Benefits, and an Employee Assistance Plan.

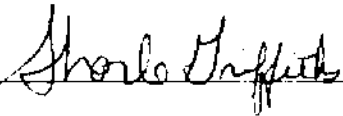
The conditions of this Plan Agreement are:

1. All permanent employees must participate in the plan unless they have spousal or other comparable benefit coverage;
2. Employees hired prior to January 1, 2011, who are exempted from the plan under paragraph 1 will be paid a lump sum in January of each year that they remain actively employed with the City equivalent to the Employer's fifty percent (50%) share of the cost of the benefits.

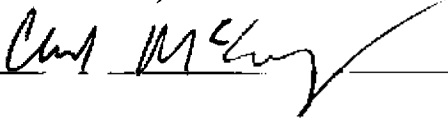
DATED this 17th day of August, 2023.

**ON BEHALF OF THE EMPLOYER:
CITY OF DAUPHIN**





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



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cope491

LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857


RE: WORKPLACE HEALTH AND SAFETY PLAN

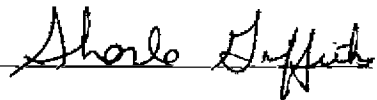
It is understood that the City of Dauphin is in process of hiring a City Safety Manager, and in conjunction with that hire, the workplace safety and health plan may undergo changes.

Should this occur, and impact the verbiage contained within this agreement, the parties will meet to review and negotiate changes to Article 19.

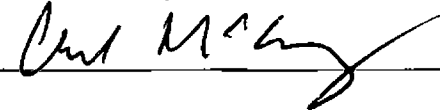
DATED this 17th day of August, 2023.

**ON BEHALF OF THE EMPLOYER:
CITY OF DAUPHIN**





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



RMc.mc
cope491
July 7, 2023

LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 857

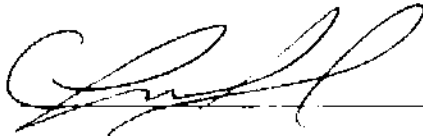
RE: RCMP TRAUMA COUNSELLING

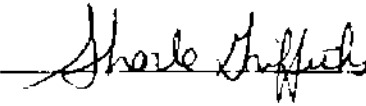
The parties agree that within 90 days of ratification the parties will agree to meet and discuss the feasibility of offering trauma counselling for the RCMP detachment assistants.

Potential avenues the negotiations will explore would be ability to attend with the RCMP detachment, the fire department, or other available resources within the general area.

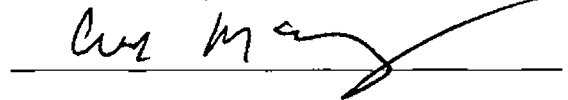
DATED this 17th day of August, 2023.

**ON BEHALF OF THE EMPLOYER:
CITY OF DAUPHIN**





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



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cope491