

COLLECTIVE AGREEMENT

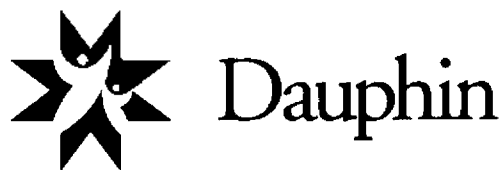
BETWEEN:



**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3240**

- AND -

CITY OF DAUPHIN



TERM OF AGREEMENT:

JANUARY 1, 2024 TO DECEMBER 31, 2027

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THIS AGREEMENT made this _____ day of _____ 2024.

BETWEEN: THE CITY OF DAUPHIN, hereinafter called the "City"

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3240

chartered by the Canadian Union of Public Employees,
hereinafter called "the Union".

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations, to recognize the mutual value of joint discussions 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 is the administrative head of the City of Dauphin, which is recognized as having the following Department Heads:

Engineering Department - Director of Public Works and Operations

Administration Department Deputy City Manager

Finance Department Director of Finance, **Financial Accountant**

Economic Development and Tourism - Economic Development Manager

Protective Services RCMP - NCO Staff Sergeant (Detachment Commander)

Protective Services Fire Department Fire Chief

Information and Communications Technology Department Information and Communications Technology (ICT) Manager

DEFINITIONS

In this Agreement, unless the context otherwise requires:

Permanent Employee: Shall mean an employee who is employed continuously for six (6) months or more throughout the year, and who is filling a position which, in the opinion of the City, is of a permanent nature, and is not a term employee.

Term Employee: Shall be created for a specific purpose to accommodate pilot projects or cover leave of absences and shall be for no longer than 18 months. Permanent employees may apply for the term positions and if successful, will be returned to their former position at the end of the term. Employer-requested extensions shall not be unreasonably withheld.

Term employees will be covered under the terms of this agreement. Benefit entitlement will commence after **the** completion of six (6) months of continuous service.

Department Head: Shall refer to the parties listed in the Preamble of this Agreement.

ARTICLE 1- EFFECTIVE DATE

- 1.01 This Agreement shall be in full force and effect from **January 1, 2024 to December 31, 2027**, and thereafter from year to year unless notice is given in accordance with **Article 1.02**.
- 1.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, indicating all proposed amendments, to the other party not more than sixty (60) calendar days and not less than thirty (30) calendar days prior to the expiry date or the anniversary of such expiry date from year to year thereafter. Within thirty (30) calendar days of the receipt of the proposed amendments, the other party shall be required to enter into negotiations for the purpose of discussing the formation of a new Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The City recognizes the Union as the sole agency for the purpose of collective bargaining for all persons employed by the City of Dauphin except the City Manager, Director of Public Works & Operations, Deputy City Manager, Economic Development Manager, Director of Finance, Fire Chief, RCMP NCO Staff Sergeant, Marketing Coordinator, Executive Assistant, Information and Communication Technology Manager, Utility Foreman, Public Works Foreman, and those employees covered by MLB Cert. No. 7392 (Local 857), contractors and their employees, and those persons excluded by the *Labour Relations Act*.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 Discrimination

The Employer and Union agree that there will be no discrimination contrary to the *Manitoba Human Rights Code* or *The Manitoba Labour Relations Act* as they may be amended from time to time.

- 3.02 All persons who are successful in applying to the City for permanent employment are required as a condition of continued employment to successfully complete a thorough medical examination and must

provide the City with a certificate stating that the employee is physically fit for the position. The cost of such examination and certificate is the sole responsibility of the employee. Should the City require further medical opinion, the employee shall attend a physician of the City's choice, and the costs for such medical examination and report shall be borne by the City. An employee's failure to complete the necessary examination or provide the required certificate shall result in their termination of employment. Failure to obtain a medical certification of their fitness for the work for which they were hired within two (2) months of the start date, shall result in the employee's termination of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The City agrees to deduct from the wages of each employee covered by this Agreement such dues as are authorized in writing by the Union.
- 4.02 These dues shall be deducted from the last pay of each month and forwarded to the Secretary-Treasurer of the Union by the 15th of the following month together with a list of the employees from whose wages deductions have been made.
- 4.03 When Income Tax (T-4) slips are made available to employees, the City shall indicate the amount of union dues paid by such employees during the previous year.
- 4.04 The Union agrees to indemnify and save the City harmless against any claim or liability arising out of the application of this Article.
- 4.05 The Union agrees to provide the Employer, in writing, notification and details of any changes to its executive positions.

ARTICLE 5 - LABOUR MANAGEMENT AND NEGOTIATIONS

5.01 Two (2) employees may attend negotiations or conciliation or arbitration meetings without loss of regular pay. It is agreed that such meetings shall, whenever possible, be held during evening hours. Each party shall also be allowed such technical assistance it deems appropriate.

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

The cost of an employee attending as a witness for conciliation or arbitration or to attend a bargaining session is paid for by the Union unless the employee is called by the employer to attend.

5.02 All matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, promotion or discharge of employees, grievances, and other working conditions, etc., shall be referred to the Bargaining Committee for discussion and settlement.

ARTICLE 6 - SENIORITY

6.01 **Seniority Defined**

Seniority shall be defined as the length of continuous service since the permanent employee entered the bargaining unit and completed **their** probationary period.

Seniority List

A seniority list will be maintained for permanent employees showing their first date of employment with the City and the date that they entered the bargaining unit.

6.02 **Probation**

a) All new employees shall serve a probationary period of six (6) months worked since the last date of hire. After the successful completion of the probationary period, a permanent employee's seniority shall be effective from their last date of hire in the

bargaining unit and their name shall be placed on the seniority list. 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 for any reason by the City and the Union shall not challenge any such termination.

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

An employee shall only lose their seniority in the event:

- 1) they are discharged for just cause and are not reinstated; or
- 2) they resign; or
- 3) after a lay off, 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; or
- 4) they are laid off for a period longer than two (2) years.

6.04 The City agrees to supply the Union Local President in January of each year with a seniority list of permanent employees showing their names, classifications, and their date of seniority. Where two (2) or more employees have the same seniority date, the employee who had most recently made written application for employment with the City shall be deemed to be the least senior of those employees.

6.05 Employees hired under Government Grants shall not accumulate seniority.

ARTICLE 7 - LAY-OFF AND RECALL

- 7.01 In the event of the lay-off of a permanent employee, they shall be given thirty (30) calendar days advance notice, exclusive of any earned holidays.
- 7.02 In lieu of the appropriate period of notice in 7.01, the City shall pay the employee for the number of days they would have worked in the notice period.
- 7.03 When laying off employees, senior employees will be retained providing they have the necessary knowledge, skills, and abilities and they are capable, in the opinion of the City to perform the required work.
- 7.04 When recalling employees, senior employees will be called providing they have the necessary knowledge, skills, and abilities and they are capable, in the opinion of the City, to perform the required work.
- 7.05 Notification of recall shall be done either by registered letter to the employee's last known address on file with the City or by direct contact with a management representative of the City.
- Failure to be available for work within seven (7) calendar days of receipt of notification of recall shall result in loss of seniority and any further right of recall and termination, unless through sickness or just cause.
- 7.06 The City 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 City.
- 7.07 No permanent employees shall lose their jobs as a result of contracting out of service.

ARTICLE 8 - DISCIPLINE

- 8.01 An employee, other than a probationary employee, may be disciplined, suspended, or discharged only for just cause. The following are considered to be some of the just causes for discharge.
- 1) Wilful misconduct, insubordination, or remaining absent from work without justification; or
 - 2) Being under the influence of liquor or drugs or being in possession of liquor or illegal drugs during the workday on City property or equipment; or
 - 3) Theft of City property; or
 - 4) Wilful damage.
- 8.02 If any employee feels that they have been unjustly suspended or discharged after completing their probation period, they shall have the right to file a grievance with the assistance of the Union. Such grievance must be filed in writing with the Employee Relations Committee of Council (Step 3) within seven (7) calendar days of the employee being first notified of their suspension or discharge. If the employee does not file the grievance within the time limit, the right to grieve that issue shall be lost unless the parties have agreed in writing to extend the time limits.
- 8.03 In the event an employee is discharged, they will be paid their wages and vacation pay owing to them by the City within five (5) office working days.
- 8.04 Any employee may resign on giving thirty (30) calendar days notice exclusive of any earned holidays.

ARTICLE 9 - PROMOTIONS

- 9.01 The City will ensure that all employees are aware of vacant positions in the bargaining unit by posting a notice on the bulletin boards for a minimum of ten (10) calendar days. Such notice shall contain the following information: the classification of the position, the general

duties, the qualifications required including necessary knowledge, education, skills and abilities, the wage rate, shift, and other pertinent information which the City may deem necessary. No permanent appointment to the position shall be made until the expiration of the posting period.

In filling vacant positions, emphasis shall be placed on the applicants' individual abilities, achievements, and performance records rather than length of seniority. Preference shall be given to permanent employees.

9.02 An employee who has been promoted will be allowed a trial period of up to ninety (90) days worked to prove their competence in the new position. During this trial period, the City may remove the employee from the position and return them to their former position and wage rate without any loss of seniority or the employee may voluntarily return to their former position. Other employees affected may be returned to their former position as required without notice.

- 9.03
- a) Where an employee is not promoted, upon the application to their Department Head, they shall be given the reasons for their unsuccessful application.
 - b) The Union shall be notified within fourteen (14) calendar days of all appointments, hirings, lay-offs, re-hirings, and terminations of employment for positions for which it is the sole bargaining agent.

9.04 Disabled Employee Preference

Any permanent employee covered by this Agreement who has given good and faithful service to the City and who, through advancing years or temporary disablement, is unable to perform their regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which they are assigned.

9.05 Acting Pay (for Bargaining Unit Work)

Acting pay will occur at a rate of \$1.00 per hour for an employee who is required to complete the essential duties of a higher-rated position within the bargaining unit, in the event that higher-rated position is

absent for one full day.

The following conditions will apply:

- The employee covering the position shall be required to complete work from the other position at least once each day during the absence.
- The job description of the employee covering the position shall indicate that the employee is responsible to complete essential duties for another employee.
- Approval of the Supervisor is required.

9.06 During the posting or advertising procedure, it is understood that the City may make temporary appointments for up to sixty (60) days, if necessary, while waiting an appointment of an applicant for a position.

9.07 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 applicable wage schedule to the hourly rate of their former job title.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 A grievance shall be defined as an allegation by an employee, the Union, or the City that there has been a violation or misinterpretation of this Agreement. The parties agree to make an earnest effort to settle grievances. The City 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 City covered by this Agreement.

10.02 **Step 1:**

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 their immediate supervisor and if the employee does not obtain satisfaction from their immediate supervisor within three (3) working days after the dispute was

submitted, 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 their submission to the appropriate Department Head of the City within seven (7) calendar days. The grievance shall set forth the nature of the grievance, the Article(s) of the agreement allegedly violated, and the remedy or correction required. The Department Head of their designate shall respond within seven (7) calendar days of receiving the grievance.

10.03 Step 2:

Failing settlement being reached in Step 1, 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 and/or Union Representative and the appropriate Department Head within five (5) working days to discuss the grievance.

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

10.04 Step 3:

Failing Settlement being reached in Step 2, 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 date such decision was received by the Union. The Employee Relations Committee shall meet with the employee and Grievance Committee and/or Union Representative, City Manager, and appropriate Department Head 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.

10.05 Where the parties are unable to agree upon an Arbitrator within twenty (20) calendar days, the Manitoba Labour Board shall be requested to make an appointment.

- 10.06 In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement and shall render **their** decision within thirty (30) calendar days from the last day of the hearing. The Arbitrator shall not be vested with the power to change, modify, 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 a subject matter not covered by this Agreement.

- 10.07 The decision of the Arbitrator shall be final, binding, and enforceable on both parties and on any employee affected by it. The Arbitrator's expenses shall be borne one-half by the City and one-half by the Union.

- 10.08 Unless a request to initiate or process a grievance is made by the employee within the mandatory time limits stated above, the grievance shall be deemed to be settled on the basis of the City's reply.

- 10.09 The time limits stated above may be extended only by the mutual written consent of the parties.

ARTICLE 11 - HOURS OF WORK

11.01 The normal work week for all employees shall consist of five (5) consecutive days, commencing Monday and ending Friday.

The normal daily hours of work shall be:

Engineering Services Supervisor	7:30 a.m. – 4:30 p.m. (8 hours)
Building Inspector	7:30 a.m. – 4:30 p.m. (8 hours)
Airport Manager	7:00 a.m. – 4:00 p.m. (8 hours)
Construction/Maintenance Foreman – Utility	8:00 a.m. – 5:00 p.m. (8 hours)
Financial Accountant	8:30 a.m. – 4:30 p.m. (7 hours)

All the above positions with one (1) hour for lunch.

These normal daily hours may be modified by mutual agreement of the parties.

11.02 Break Period

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

11.03 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 at regular time, in a format designed and approved by the Immediate Supervisor.

Conditions of flex time shall be:

- i) Mutual agreement between the employee and employer;
- ii) The revised schedule would not impact negatively upon Customer Service;
- iii) The revised schedule would cause no disruption at work.

ARTICLE 12 - OVERTIME

12.01 a) Overtime shall be all hours worked in excess of the normal daily or weekly hours of work, as approved by the Department Head or another authorized representative of the City.

b) Overtime work shall be required as declared by the City.

12.02 Overtime Rates on Saturdays, Sundays, and Holidays

Any employee required to work on Saturday 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 shall be paid at

double time the normal rate of pay for every hour worked. Any employee who is required to work on a holiday shall be paid at the rate of time and one-half (1½) the normal rate of pay for every hour worked in addition to their regular holiday pay.

12.03 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 for a minimum of two (2) hours. The employee may be required to work all or part of the said two (2) hours at the Employer's discretion. This minimum shall apply only once for each trip from home to work, and only once for each two (2) hour period. If the employee is required to work longer than two (2) hours, they shall be paid at overtime rates for all hours worked on that call.

12.04 Time Off in Lieu of Overtime

All permanent 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 is to be taken prior to December 31st of the year in which the overtime was earned. In the case of accumulated overtime not used at that time, payment shall be made within thirty (30) days following thereafter. Such time shall be granted only when the absence does not unduly interfere with the efficiency of the department affected.

12.05 All hours actually worked by a stand-by on-call employee shall be paid overtime rates in accordance with this agreement.

An employee required by the Employer to be on call shall receive a premium of **eighty dollars (\$80.00)** per day for each day on call inclusive of weekdays, weekends, and general holidays.

When an employee on call is required to report to work, they shall be paid the overtime rates in accordance with this Agreement.

If during the life of this agreement the City negotiates a higher across the board on call premium, or a higher premium for either weekday, weekend, or general holiday on call pay with the CUPE 857 bargaining unit, the 3240 unit shall also receive such higher rate.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 All employees shall be granted one day's normal rates for each of the following named holidays:

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

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 be recognized as such holiday, or such other day as is mutually agreed upon between the departmental head of the City and the employee. No day in lieu will be provided when Remembrance Day falls on a Saturday or Sunday.

Should the Federal or Provincial governments change the statutory status of any of the above holidays they have declared, subsequent to the date of ratification, then both parties agree that this holiday will be removed from the holiday list under this contract.

13.02 An employee is entitled to their regular pay for a general holiday on which they do not work in accordance with the *Manitoba Employment Standards Act*.

13.03 An employee claiming payment for the above-mentioned general holidays who has been absent from work on the normal workday preceding or following any of the general holidays must provide the

City with a Doctor's certificate which satisfactorily establishes to the City the reason for the absence as being due to illness or accident which prevented the employee from working.

ARTICLE 14 - ANNUAL VACATION

- 14.01 a) Upon completing one (1) year 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 25 years.

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.

- b) No vacation or sick time shall be earned during any period of unpaid leave of absence.
- c) Employees who work less than the normal full-time hours shall receive vacation based on the following formula:

$$\frac{\text{Reg. P.T. hrs.} \times \text{F.T. entitlement}}{\text{Reg. F.T. hrs.}} = \text{Amt. of vacation as per Art. 11.}$$

The vacation entitlement shall be taken over the same length of time as a full-time employee.

- 14.02 An employee other than a permanent employee shall be paid vacation pay in accordance with the applicable Provincial legislation.

- 14.03 Employees shall be entitled to carry over up to ten (10) days vacation from one year to the next, upon prior approval of the Employer, with a plan to use the carried over vacation by the following February 28th.
- 14.04
- a) The City will post the vacation entitlement list not later than January 31st each year.
 - b) Each employee is entitled to express their preference for vacation until February 28th.
 - c) The City agrees to post the resulting vacation schedule not later than March 31st firstly having regard for the operational requirements of the City and subsequent consideration to employee preference, individual circumstances, and seniority.
 - d) Employees submitting a request for vacation after April 1st must give a minimum of two (2) weeks notice and consideration will be given providing it does not conflict with the vacations of employees who had requested vacation prior to May 1st.
 - e) The taking of any earned vacation is subject to the approval of the appropriate Department Head.
- 14.05 Where a permanent employee is hospitalized during their scheduled vacation period, they are eligible to claim sick leave and have the balance of their vacation reinstated for use at a later date. The employee must provide proof of hospitalization in order to utilize their sick leave.
- 14.06 Vacation pay on termination shall be based on the employee's rate of pay on the date of termination.
- 14.07 All vacations will be based on a common anniversary date of January 1st.

ARTICLE 15 - SICK LEAVE

- 15.01 An employee is permitted to be absent from work on sick leave only by reason of being unable to perform the duties of their 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 sick leave for scheduled medical appointments, excluding medical appointments outside 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 their scheduled days of work and providing they have accumulated sick leave credits. Paid absences on sick leave shall be deducted from sick leave credits.

An employee who is absent from work due to illness must notify their immediate Supervisor.

- 15.02 a) Sick leave credits shall accumulate at the rate of one and one-half (1½) days per complete month of service to a maximum of one hundred and thirty (130) working days. No sick leave shall be earned during period of unpaid leave of absence.
- b) Employees who work less than the normal full-time hours as per Article 11 shall accumulate sick leave on the following basis:

$$\frac{\text{Regular hours worked}}{\text{Full Time hours}} \times 1\frac{1}{2} \text{ days} = \text{Amount of sick leave/month}$$

- 15.03 The City and the Union agree that suspected abuses of sick leave will be investigated, and proven instances of abuse shall result in severe disciplinary action. The Union also agrees to assist the City to the fullest extent to ensure that there shall be no abuse of sick leave.
- 15.04 The City may require an employee to produce a medical certificate or report as proof of the validity of their claim for sick leave. Failure to provide adequate proof of illness shall disqualify an employee from receiving paid sick leave and may result in disciplinary action.
- 15.05 When an employee dies, retires with immediate pension benefits in accordance with the **M.E.B.P.** Pension Plan or voluntarily terminates employment with more than ten (10) years of service, they or their estate shall be entitled to receive fifty percent (50%) of their unused sick leave credits as a form of bonus from the City. Payment of such

credits shall be at the employee's rate of pay effective on the date of death, retirement, resignation, or termination without just cause.

- 15.06 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 month, the employee shall notify their immediate Supervisor two 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.

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

ARTICLE 16 - LEAVES OF ABSENCE

- 16.01 Union Business

One (1) Shop Steward or designate, authorized by the City to be absent from work on approved Union business, may attend a grievance meeting to represent the grieving employee's interests without loss of regular pay.

- 16.02 A leave of absence without pay and 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 year. The granting of such leave shall be limited to two employees at any one time with not more than one 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.

16.03 Bereavement Leave

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

1. Death of an employee's spouse, child, stepchild, grandchild, brother, sister, father, mother, or stepparent of the employee or the employee's spouse 5 days
2. 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
3. To attend funeral as a pallbearer or other significant role in the funeral service 1 day
4. To attend funeral of another City employee ½ day

Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits to attend a funeral as outlined in number 1 or 2 above that is more than a 500 km radius from Dauphin.

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.

16.04 Maternity/Parental/Adoption Leave

The City agrees to grant leaves of absence for maternity/parental/adoption leave in accordance with *Manitoba Employment Standards Act*.

16.05 General Leave

- a) In an emergency situation, the immediate supervisor shall be allowed to grant leave of absence without pay to any employee who so requests it up to a maximum of three (3) days annually.
- b) Where the requirements of the City operations permit, an employee will be granted a leave of absence without pay for

good and sufficient reasons providing the employee makes application in writing to the City setting the length of absence including the date of return to work and the reason for the leave at least fourteen (14) calendar days in advance of the start of the requested leave.

- c) An employee shall utilize all accumulated vacation credits prior to commencing any general leave of absence.
- d) No leave of absence shall be sought or granted where the purpose enables an employee to accept temporary work elsewhere. Any infraction of this provision shall result in the employee's loss of seniority and termination of employment.

16.06 Vacation and sick leave shall not accumulate for an employee's utilization during any period of unpaid leave of absence.

16.07 Illness for Family Member

An Employee shall have available the benefit to utilize up to a maximum of five (5) days in the year for the purpose of providing care for their spouse, child, parent/grandparent, grandchild, or legal dependent.

16.08 Compassionate Care Leave

The City agrees to grant unpaid leaves of absences for Compassionate Care Leave in accordance with the *Manitoba Employment Standards Act*, on provision of at least forty-eight (48) hours advance notice and a doctor's note indicating the person who is ill, their relation to the employee, and stating that there is a significant risk of death within twenty-six (26) weeks.

16.09 Jury Duty

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

ARTICLE 17 - PAYMENT OF WAGES

- 17.01 Payment of wages shall occur on a bi-weekly basis.
- 17.02 Employees shall be paid as a minimum the rates of pay outlined in Schedule "A" attached to and forming part of this Agreement.
- 17.03 The Airport Manager shall receive compensation for working shifts or any portion thereof, outside their normal hours of work, of one dollar and fifty cents (\$1.50) per hour.

ARTICLE 18 - SAFETY

- 18.01 The City and the Union shall co-operate in ensuring safe working conditions in accordance with applicable Provincial legislation.

ARTICLE 19 - BENEFITS

- 19.01 Workers' Compensation
- When an employee is involved in an accident in the course of their duties, they must report the accident immediately to the City.
- 19.02 If the accident results in an absence from work, the employee must provide a medical certificate from their physician. The City agrees to pay the employee at their regular rate for the balance of the day of their accident, without deduction from sick leave, provided the medical certificate states that the employee is not fit for further work that day.
- 19.03 The City agrees to supplement the payment the employee receives from the Workers' Compensation Board for a maximum of six (6) months so that the employee maintains their regular net pay at the time of the accident. The employee is responsible for maintaining payment on all required employee contributions towards the Group Benefit Plans.

19.04 Pension Plans

Every employee, as a condition of employment shall join the Pension Plan provided by the City. Both the employee and City shall make contributions in accordance with the provisions of the Plan. The parties agree that eligibility, coverage, and benefits payable are subject to the terms, conditions, and limitations of the Plan.

19.05 Long-Term Disability Plan

The City agrees to continue to make deductions from employees' wages and make premium payments to the carrier of the Long-Term Disability Plan. One hundred percent (100%) of the required premiums shall be deducted from the wages of covered employees. The parties agree that eligibility, coverage, and benefits payable are subject to the terms, conditions, and limitations of the Plan.

19.06 Life Insurance Plan

The City agrees to make premium payments to the carrier of the Group Life Policy which provides benefits to the employee's beneficiary in the amount of one (1) or two (2) times an employee's annual regular earnings. Two-thirds (2/3) of the required premiums shall be deducted from the wages of covered employees. The parties agree that eligibility, coverage, and benefits payable are subject to the terms, conditions, and limitations of the Plan.

19.07 E.I. Rebate

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.

ARTICLE 20 - MANAGEMENT RIGHTS

20.01 The Union acknowledges that it 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.

- 20.02 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 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.
- 20.03 The Employer retains all the rights, power, or authority in management except those specifically abridged, delegated, granted to others, or modified by this Agreement.
- 20.04 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 21 - BULLETIN BOARDS

- 21.01 The City agrees to provide bulletin board space in the work locations where the Union may post notices of meetings and other notices of interest to employees.

ARTICLE 22 - JOB DESCRIPTIONS

- 22.01 The City agrees to provide the Union with current job descriptions for all classifications contained in Schedule "A" of this Agreement within thirty (30) calendar days of the signing of this Agreement.
- 22.02 When the duties of work in any classification are materially changed

or where the employee may be incorrectly classified and the union after investigating the employee's request for reclassification, agrees that the employee is incorrectly classified, 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 23 - WAGE SCHEDULE

23.01 A wage schedule for the years of **January 1, 2024, to December 31, 2027**, shall be identified as Schedule "A" and shall be attached hereto and shall form part of this Agreement. The wage rates therein set forth shall be retroactive to **January 1, 2024**, 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 2024**. Such Schedule shall remain in effect to the **December 31, 2027**, and neither party prior to that date shall take any action or proceedings to alter or vary the said Schedule.

In the month of **January 2024** and thereafter in the month of January or each year during the continuance of this Agreement or any renewal thereof, and next following the expiration of any negotiated wage schedules, new wage schedules, also to be known as Schedule "A" shall be negotiated and when agreed upon shall be identified by the signatures of the parties hereto and shall then be attached hereto in substitution for the former Schedule "A" and shall thereupon be effective from the 1st day of January in that year and shall continue in effect for the whole of that year, or for such longer term as may be indicated in such substituted schedule.

23.02 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 24 - PERSONNEL FILES

- 24.01 Where the City 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 they have read and understand the contents. The employee may respond in writing to the assessment, which shall become part of their record. The record of an employee shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.
- 24.02 Upon written request of the employee, the personnel file of that employee may be examined by that employee in the presence of their Department Head at a pre-arranged and agreed-upon time.

ARTICLE 25 - ON THE JOB TRAINING

- 25.01 The City shall, as time and conditions permit, inaugurate, and maintain a system of "on-the-job" training so that employees have the opportunity to receive training. 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.
- 25.02 Training Courses
- a) Travel time and time spent attending training courses shall be paid as per the Travel and Expense Policy.

ARTICLE 26 - NO STRIKES OR LOCKOUTS

- 26.01 The Union and all its Representatives agree that there shall be no strikes, picketing, sit-down, slowdown, or any suspensions of or stoppage of or interference with work during the term of this Agreement.

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

26.03 In the event that any employee strikes or takes any action contrary to 26.01 above then the Union shall instruct said employee to return to work and perform their usual duties.

26.04 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 27 - DRIVER'S LICENSE

27.01 An employee required to possess a driver's license, the class of which to be determined by the City, must obtain such license at their own expense and must maintain such license to maintain employment. The employee is required to immediately notify the City if their driver's license is suspended or revoked for any reason. 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 licence. The costs will be covered as one (1) every five (5) years.

ARTICLE 28 - ACCESS AGREEMENT

28.01 A Union Representative must seek and obtain prior approval of a management representative of the City 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.

- 28.02 The City 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

- 29.01 The City shall supply transportation or if any employee of the City of Dauphin is required to use their personal vehicle to perform the duties of the City, they shall be reimbursed in accordance with the City's Travel and Expense Policy.
- 29.02 An automobile allowance of five hundred dollars (\$500.00) per month, prorated based on the number of workdays it is required, will be paid to the Building Inspector should their personal vehicle be required for use by the Employer. No allowance payment will occur during vacation or sick time.

For Present Incumbent Only (as of 2017 ratification):

A monthly automobile allowance of five hundred (\$500.00) dollars per month for the Building Inspector shall be provided. The allowance will not be applicable during periods of vacation, sick leave, and leave of absence. The monthly allowance shall be prorated for all days worked in the month.

Employees in receipt of the vehicle allowance will be required to pay the necessary insurance premiums as per Manitoba Public Insurance Corporation regulations.

ARTICLE 30 - SAFETY FOOTWEAR

- 30.01 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:

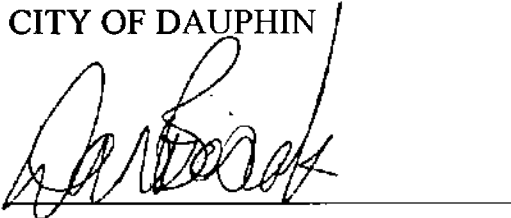
- (a) the safety footwear purchased must be approved by the Canadian Standards Association; and**
- (b) satisfactory proof of purchase must be provided by the employee; and**
- (c) the employee must have purchased safety footwear specifically for employment with the City; and**
- (d) upon successful completion of the probationary period.**

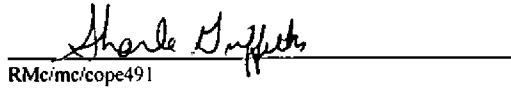
Where an employee who has worked for a calendar year and has not claimed the allowance in that calendar year, and who then purchases safety footwear in the next calendar year, the employee is eligible to claim up to twice the maximum allowance in that calendar year.

IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS AGREEMENT:

SIGNED THIS _____ DAY OF _____ 2024.

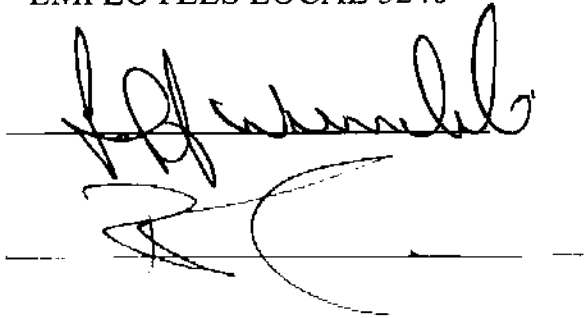
SIGNED ON BEHALF OF
CITY OF DAUPHIN





RMc/mc/cope491

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3240



SCHEDULE "A"
CUPE Local 3240 – City of Dauphin

January 1, 2024 (4%)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Airport Manager	\$28.76	\$29.42	\$30.10	\$30.78	\$31.45	\$32.15
Construction/Maintenance Foreman - Utility*	\$32.69	\$34.18	\$ 35.70	\$37.21	\$38.70	\$40.28
Building Inspector	\$38.06	\$40.38	\$ 41.20	\$42.02	\$42.58	\$43.64
Engineering Services Supervisor	\$34.78	\$36.17	\$37.53	\$38.90	\$40.27	\$41.98
Financial Accountant**	\$30.64	\$31.57	\$32.52	\$33.47	\$33.92	\$34.38

January 1, 2025 (3%)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Airport Manager	\$29.62	\$30.30	\$31.00	\$31.70	\$32.39	\$33.11
Construction/Maintenance Foreman - Utility *	\$33.67	\$35.21	\$36.77	\$38.33	\$39.86	\$41.49
Building Inspector	\$39.20	\$41.59	\$42.44	\$43.28	\$43.86	\$44.95
Engineering Services Supervisor	\$35.82	\$37.26	\$38.66	\$40.07	\$41.48	\$43.24
Financial Accountant*	\$31.56	\$32.52	\$33.50	\$34.47	\$34.94	\$35.41

January 1, 2026 (2.5%)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Airport Manager	\$30.36	\$31.06	\$31.78	\$32.49	\$33.20	\$33.94
Construction/Maintenance Foreman - Utility*	\$34.51	\$36.09	\$37.69	\$39.29	\$40.86	\$42.53
Building Inspector	\$40.18	\$42.63	\$43.50	\$44.36	\$44.96	\$46.07
Engineering Services Supervisor	\$36.72	\$38.19	\$39.63	\$41.07	\$42.52	\$44.32
Financial Accountant*	\$32.35	\$33.33	\$34.33	\$35.33	\$35.81	\$36.29

January 1, 2027 (2.5%)

	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Airport Manager	\$31.12	\$31.84	\$32.57	\$33.30	\$34.03	\$34.79
Construction/Maintenance Foreman - Utility*	\$35.37	\$36.99	\$38.63	\$40.27	\$41.88	\$43.59
Building Inspector	\$41.18	\$43.70	\$44.59	\$45.47	\$46.08	\$47.22
Engineering Services Supervisor	\$37.64	\$39.14	\$40.62	\$42.10	\$43.58	\$45.43
Financial Accountant*	\$33.16	\$34.16	\$35.19	\$36.70	\$36.70	37.20

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All GWI Increases to be retroactive.** Includes premium for certification pay**** Letter of Understanding for 2024 Financial Accountant attached*

LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

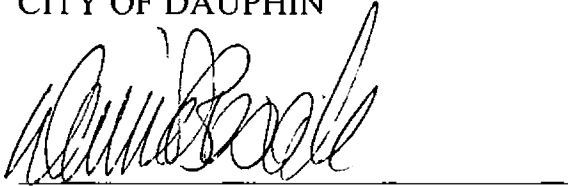
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

RE: AIRPORT LEVEL OF SERVICE INCREASE

If during the life of this Collective Agreement, the level of service increases at the Dauphin Airport beyond the 2021 level, the parties agree to re-negotiate the wage for the Airport Manager position.

DATED this 15 day of Nov 2024.

SIGNED ON BEHALF OF
CITY OF DAUPHIN



Shanta Sudduth
RMc mc/cope491

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3240



LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

RE: OUT OF SCOPE POSITION

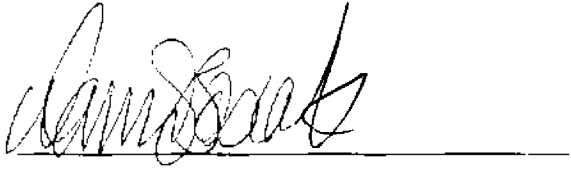
Acting Pay for Out-of-Scope Acting pay will occur at a rate of **three** dollars (\$3.00) per hour for an employee who is required by Management to complete the essential duties of a position in the event that position is absent for one (1) full day **or longer (applicable to all employees)**.

The following conditions will apply:

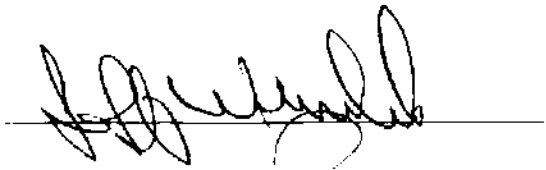
- a) The employee covering the position shall be required to complete work from the other position at least once each day during the absence.
- b) The job description of the employee covering the position shall indicate that the employee is responsible to complete essential duties for another employee.
- c) Preapproval by the Employer is required.

DATED this 17 day of May 2024.

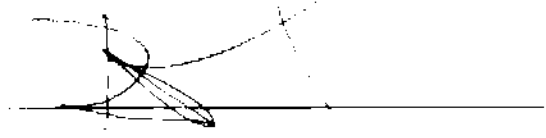
SIGNED ON BEHALF OF
CITY OF DAUPHIN



SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3240



Mark Suffel
RMc/mc/cope491



LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

RE: ASSET MANAGEMENT

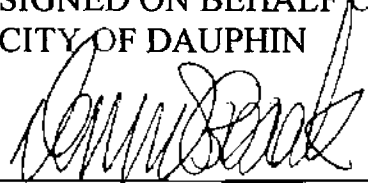
It is agreed and understood that the Union and the Employer will meet to discuss the addition, usage, and scope of asset management training undertaken and skills and knowledge provided by the Engineering Services Supervisor prior to the employee undertaking any work or service that utilizes those skills and abilities.

The purpose of such meetings shall be inclusive of but not limited to negotiation of the duties, frequency, training, and service provided, and to negotiate the appropriate compensation for same, in addition to any permanent adjustments to the job description to include asset management as a requirement.

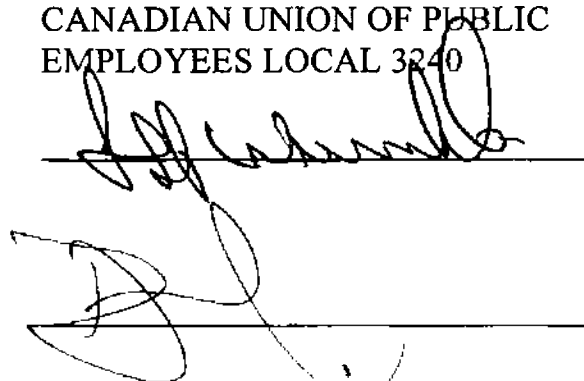
No such changes or requests for asset management work shall be undertaken until such negotiations have concluded.

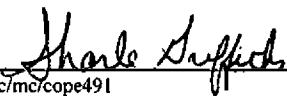
DATED this 15 day of May 2024.

SIGNED ON BEHALF OF
CITY OF DAUPHIN



SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3240




RMC/mc/cope491

LETTER OF UNDERSTANDING

BETWEEN

CITY OF DAUPHIN

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

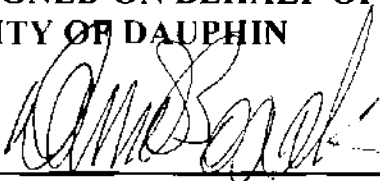
RE: FINANCIAL ACCOUNTANT RETROACTIVE PAY

The Financial Accountant will receive the retroactive pay starting from January 1, 2024, to the date of ratification, subject to the difference between the Local 857 negotiated rates and Local 3240 negotiated rates for 2024 which are calculated at one percent (1%) on the Local 857 Financial Accountant rate of \$33.13.

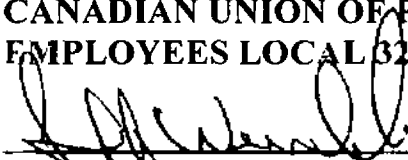
It is understood that from the date of ratification forward, the Financial Accountant rate will be inclusive of the CMMA certification pay rate and GWI at the rate of Step 5 \$34.38.

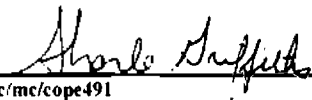
DATED this 15 day of May, 2024.

**SIGNED ON BEHALF OF
CITY OF DAUPHIN**



**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3240**





RMc/mc/cope491

