

COLLECTIVE AGREEMENT

BETWEEN:



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

- AND -

**THE CITY OF DAUPHIN
DAUPHIN RECREATION SERVICES - SUPERVISORS**

TERM OF AGREEMENT:

January 1, 2017 to December 31, 2020

INDEX

ARTICLE 1 - EFFECTIVE DATE.....	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - NO DISCRIMINATION.....	2
ARTICLE 4 - CHECK-OFF OF UNION DUES	2
ARTICLE 5 - NEGOTIATIONS/BARGAINING COMMITTEE:	2
ARTICLE 6 - SENIORITY.....	3
ARTICLE 7 - LAY-OFFS AND RECALL	5
ARTICLE 8 - DISCIPLINE:.....	6
ARTICLE 9 - PROMOTIONS AND STAFF CHANGES	7
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE	8
ARTICLE 11 - HOURS OF WORK.....	9
ARTICLE 12 - OVERTIME	10
ARTICLE 13 - GENERAL HOLIDAYS.....	11
ARTICLE 14 - ANNUAL VACATION.....	12
ARTICLE 15 - SICK LEAVE	13
ARTICLE 16 - LEAVE OF ABSENCE	14
ARTICLE 17 - PAYMENT OF WAGES	16
ARTICLE 18 - SAFETY	16
ARTICLE 19 - STRIKES AND LOCKOUT	16
ARTICLE 20 - MANAGEMENT RIGHTS	17
ARTICLE 21 - BULLETIN BOARD	18
ARTICLE 22 - JOB DESCRIPTIONS	18
ARTICLE 23 - WAGE SCHEDULE.....	18
ARTICLE 24 - Personnel file.....	18
ARTICLE 25 - ON THE JOB TRAINING.....	19
ARTICLE 26 - ADDITIONAL EXPENSES	19
ARTICLE 27 - DRIVER'S LICENCE	20
ARTICLE 28 - ACCESS AGREEMENT	20
ARTICLE 29 - TRANSPORTATION AND/OR VEHICLE ALLOWANCE	20
ARTICLE 30 - BENEFITS	20
ARTICLE 31 - LABOUR MANAGEMENT MEETINGS.....	21
SIGNATURES	22
SCHEDULE "A"	23
LETTERS OF UNDERSTANDING.....	24

BETWEEN:

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

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 3240
chartered by the Canadian Union of Public Employees
(hereinafter called "The Union")

OF THE SECOND PART

DEFINITION:

In this agreement unless the context otherwise requires:

PERMANENT EMPLOYEE: Shall mean an employee who is filling a position of a permanent nature.

TERM EMPLOYEE: Shall mean an employee who is employed for a specific length of time and the Employer has no other obligation under this Agreement.

DEPARTMENT HEAD: Shall be the General Manager.

ARTICLE 1 - EFFECTIVE DATE

- 101 This agreement shall take effect and be binding upon all parties from **January 1, 2017 to December 31, 2020**, and shall remain in effect thereafter from year to year unless notice shall be given by either party not more than sixty (60) days and not less than thirty (30) days prior to the expiry date.
- 102 All new retroactive wage and benefit adjustments shall be made payable within forty-five (45) days of ratification.

ARTICLE 2 - RECOGNITION

- 201 The Employer approves and recognizes the Union as the sole collective bargaining agent for persons employed by The Dauphin Recreation Services and covered under MLB Certificate No. 6671.

ARTICLE 3 - NO DISCRIMINATION

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 401 The Employer agrees:
- To deduct from the wages of each employee covered by this Agreement such dues as are authorized in writing by the Union. Such dues shall be deducted from each pay cheque and forwarded to the Secretary/Treasurer of the Union by the 15th day of the following month together with a list of the employees from whose wages deductions have been made.
- 402 When Income Tax (T-4) slips are made available to the employees the Employer shall indicate the amount of Union dues paid by such employees during the previous year.
- 403 The Union agrees to indemnify and save the Employer harmless against any claims or liabilities arising out of the application of this Article.

ARTICLE 5 - NEGOTIATIONS/BARGAINING COMMITTEE:

501 Bargaining Committee

A Bargaining Committee shall be appointed by each party. Each party will advise the other of its appointees.

502 Assistance During Negotiations

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

The Employer at the same time shall be entitled to have the assistance of its Solicitor or any other representative as it deems fit.

503 Function of Bargaining Committee

All matters of mutual concern pertaining to performance of work, operational problems, 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

601 Seniority Defined

Seniority shall be defined as the length of continuous service of the employee with the Dauphin Recreation Services and its respective predecessors (The City of Dauphin and/or The Dauphin Memorial Community Centre and/or The Dauphin Joint Recreation Commission.)

602 Seniority Lists

A seniority list will be maintained showing the date on which the employee's service commenced.

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

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

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

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

f) That he/she loses seniority rights through the disciplinary process.

603 Seniority will continue to accrue if an employee:

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

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

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

605 Probationary Period

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

606 Seniority During Transfers

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

completion of the trial period, the transfer or promotion shall be considered permanent.

- 607 Employees hired under a Government Grant shall not accumulate seniority.
- 608 The Employer agrees to acquaint potential Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union security and Dues Check Off.
- 609 a) The Employer agrees to provide a copy of the Policy/Procedure Manual. This Policy/Procedure Manual will be placed in a central location to provide all employees access;
- b) Whenever the Policy/Procedure Manual is to be revised, notices will be posted on all bulletin boards detailing all such changes for thirty (30) days.

ARTICLE 7 - LAY-OFFS AND RECALL

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

702 The Employer may lay-off an employee:

- a) On one (1) month's notice in the case of a permanent employee paid on a month-to-month basis.

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

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

703 **Changes in Classification**

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

such dispute shall be submitted to grievance and arbitration.

ARTICLE 8 - DISCIPLINE:

- 801 An employee, may be disciplined, suspended or discharged for any fundamental breach of this Agreement, or for the following:
- 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 Employer's property or equipment.
 - c) Theft of the Employer's property.
 - d) Wilful damage.
 - e) Any other just cause as determined by the Employer.
- 802 The General Manager of the Dauphin Recreation Services or any other designate of the Employer may, in his/her discretion for cause, suspend an employee for a sufficient period for the Dauphin Recreation Services to conduct a review of the employee's behaviour. In any event, this suspension will not be longer than a period of two (2) months. Every effort will be made to keep this period to a minimum.
- 803 If an employee who has been so suspended or dismissed feels that they have been unjustly dealt with he/she shall promptly notify the Chairperson of the Grievance Committee in accordance with the grievance procedure and the Union may thereupon invoke the grievance procedure outlined in Article Ten (10). Grievances concerning discharges shall be initiated at Step 2 of the Grievance Procedure.
- 804 In the event that an employee is discharged, he/she will be paid his/her wages and vacation owing to him/her by the Employer within five (5) office working days.
- 805 An employee may resign on giving thirty (30) calendar days notice exclusive of any earned holidays.
- 806 If it should be determined that such employee was unjustly dealt with he/she shall be reinstated in his/her former position and shall be compensated for all lost time at his/her regular rate of pay or granted such lesser compensation as may be deemed fair under the circumstances.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

- 901 The Employer will ensure that all employees are aware of vacant positions in the bargaining unit by posting a notice on the bulletin board for a minimum of ten (10) calendar days. Such notice shall contain the following information:
- a) Classification of the position, the general duties, the qualifications required including necessary knowledge, education skills, abilities, the wage rate, and other pertinent information as the Employer may deem necessary.
 - b) No permanent appointment to the position shall be made until after the expiration of the posting period.
 - c) In filling vacant positions, emphasis shall be placed on the applicant's individual abilities, achievements and performance records, rather than the length of seniority.
 - d) Preferences shall be given to permanent employees.
 - e) Any permanent employee covered by this Agreement who has given good and faithful service to the Employer and who, through advancing years or temporary disablement, is unable to perform his/her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he/she is assigned.

If an employee has been promoted he/she will be allowed a trial period of three (3) months work to prove her/his competence in their new position. During this trial period, the Employer may remove the employee from the position and return him/her to his/her former position and wage rate without any loss of seniority or the employee may voluntarily return to his/her former position. Other employees affected may be returned to their former positions as required without notice.

- 902 Where the most senior employee is not promoted, upon that employee's application to the Director of the Dauphin Recreation Services, that employee shall be given the reasons for his/her unsuccessful application.
- 903 The Union shall be notified within 14 calendar days of all appointments, hiring's, lay-offs, rehiring's and termination of employment for positions for which it is the sole bargaining agent.
- 904 When an employee is required by management to temporarily relieve in or perform the principal duties of a higher rated position, the employee shall receive the minimum salary of the higher rated position or one (\$1.00) dollar per hour whichever is greater, up to the **maximum rate of the position being relieved**, if relief is for a period of **one (1) day or greater**. **The employee will be paid from the start of the relief.**

905 Out of Scope Relieving Rate

Any Employee required to temporarily relieve in a **higher rated** position out of the scope of this Agreement shall be paid a premium of two (\$2.00) dollars per hour in addition to their regular rate of pay for all hours worked, **up to the maximum rate of the position being relieved**, if relief is for a period of **one (1) day or greater**. **The employee will be paid from the start of the relief.**

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

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

1001 A grievance shall be defined as an allegation by an employee, the Union or the Employer that there has been a violation or misinterpretation of this Agreement. The parties agree to make an earnest effort to settle grievances. The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than two (2) members who shall be employees of the Employer covered by this Agreement.

Step 1 - If the matter is not resolved in Step One, the Grievance Committee may appeal the decision of the General Manager to the Commission within Five (5) working days from the date such decision was received by the Union.

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

Step 2 - If a grievance is not resolved under the foregoing, or the parties elect not to proceed, the parties shall, not later than fifteen (15) working days after the receipt of the decision of the Commission, refer the said grievance to arbitration pursuant to the provisions of The Labour Relations Act.

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

The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee affected by it. The arbitrator's expense shall be

borne one-half by the Employer and one-half by the Union.

1002 General Grievance Procedures

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

ARTICLE 11 - HOURS OF WORK

- 1101 The normal work week shall consist of five consecutive days, commencing Monday and ending Friday; 7 ½ hours per day for a total of 37 ½ hours per week.

The Employees acknowledge that they are specifically employed in the field of recreation by The Dauphin Recreation Services, that the regular hours of employment and/or the regular days of employment shall fluctuate from time to time as required by the Employer. The Employer agrees not to unreasonably demand unusual hours or days of employment of the employees.

1102 Break Period

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

- 1103 When the Employer requires a permanent employee to be present at a meeting outside of their regular assigned working hours, time spent at this meeting shall be deemed to be hours worked, and the employee shall receive two (2) hours pay at the applicable rate

for the meeting, which shall not exceed two hours in length.

1104 Shift Premium

Notwithstanding any flex time agreement, a shift premium of one dollar and fifty cents (\$1.50) per hour will be paid for all hours worked which fall between 12:00 am and 6:00 am.

1105 Flex Time

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

Conditions of flex time shall be:

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

ARTICLE 12 - OVERTIME

1201 Overtime

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

1202 Overtime Rates

- a) All hours worked in addition to regular hours as stipulated in this Agreement shall be paid at one and one half (1½ x) times the regular wage rate for the first three (3) hours in any one twenty-four (24) hour period and at two (2 x) times the regular wage rate thereafter except as hereafter provided.
- b) Any employee required to work a sixth (6th) day shall be paid one and one-half (1½) times for the first four (4) hours and two (2) times thereafter. Any employee required to work on a seventh (7th) day, 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 as defined in this Agreement shall be paid at the rate of time and one-half (1½) the normal rate of pay for every hour worked in addition to his/her regular holiday pay.

1203 Minimum Call Back Time

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

1204 Time Off In lieu of Overtime

All permanent employees shall be entitled to bank overtime at their option, in lieu of pay, to accumulate to a total of one normal work week at any one time to be taken at a time mutually agreeable to the employee and the General Manager. Such time 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.

ARTICLE 13 - GENERAL HOLIDAYS

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

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

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

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

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

ARTICLE 14 - ANNUAL VACATION

1401 Length of Vacations

- a) Upon completing one (1) year's continuous service an employee shall be granted three (3) weeks vacation with pay.
- b) After completing eight (8) years of 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) Any employee leaving the service in any year before he/she has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu thereof.
- g) No vacation shall be earned during the period of unpaid leave of absence.
- h) An employee other than a permanent employee shall be paid vacation pay in accordance with the *Employment Standards Act*.
- i) All earned vacation must be taken in the vacation year immediately following the vacation year in which it is earned.
- j) Vacation time shall be subject to the approval of the General Manager as far as possible so as not to disrupt the work of the Employer and, in the case of a conflicting request for vacation time, seniority shall prevail.

All earned vacation must be taken in the vacation year immediately following the vacation year in which it is earned unless otherwise mutually agreed, for the purposes of this article, the vacation year shall be considered to be the regular calendar year from January 1, to December 31.

A maximum of two (2) weeks vacation time may be carried over for one vacation year, if mutually agreed between the Employer and Employee. Any vacation not taken or carried over shall be paid out at the end of the vacation year.

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

- k) If a statutory declared holiday falls on or is observed during an employee's vacation period, then in each case such vacation period shall be extended one day for each of such holidays.
 - l) The Employer will post a vacation entitlement list not later than April 1st in each year and allow employees to express their preference as to dates until May 1st.
 - m) The Employer will post the vacation schedule not later than May 31st having given due consideration to employee preference and individual circumstances, including seniority.
 - n) The Employees requesting vacation time after May 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 May 1st.
 - o) In cases of emergency, at the discretion of the Employer, employees may take the maximum of two (2) days vacation or banked time rather than a deduction for lost time. **Such requests shall not be unreasonably denied.**
 - p) Where a Permanent employee is hospitalized during his/her scheduled vacation, he/she is eligible to claim sick leave and to have the balance of his/her vacation reinstated for use at a later date. The employee must provide proof of hospitalization in order to utilize his/her sick leave.
- 1402 Vacation pay on termination shall be based on the employee's rate of pay as of the date that the said vacation was earned.

ARTICLE 15 - SICK LEAVE

- 1501 An employee is permitted to be absent from work on sick leave only by reason of being unable to perform duties of his/her position due to illness or injury which is not compensable by the Worker's Compensation Board. **An employee is also permitted to be absent from work and use the appropriate sick leave for scheduled medical appointments, excluding medical appointments outside of the City of Dauphin for medical services available from qualified medical personnel in Dauphin. However, the parties recognize that there may be circumstances where appointments are required with specialists or other medical professionals, outside of Dauphin, and such requests shall not be unreasonably denied.** The employee shall be paid for such absence only on his/her scheduled days of work providing he/she has accumulated sick leave. Paid absences on sick leave shall be deducted from sick leave credits.
- 1502 After three (3) months of employment, employees shall be entitled to one and one-half (1½) days of sick leave with pay for each complete month of service from commencement of employment accumulative to a maximum of one hundred and thirty (130) days.

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

The Employer may require an employee to produce a medical certificate or report from a **qualified medical practitioner** as proof of validity of his/her claim for sick leave. Failure to provide adequate proof of illness shall disqualify an employee from receiving payment of sick leave and may result in disciplinary action.

- 1503 The Employer and the Union agree that suspected abuse of sick leave will be investigated, and proven incidences of abuse shall be dealt with in severe disciplinary action. The Union also agrees to assist the Employer to the fullest extent to ensure that there will be no abuse of sick leave.
- 1504 The Employer may, at their discretion at any time, extend the allowable sick leave with pay on compassionate or other grounds.

1505 Sick Leave Cash Out

When an employee dies, retires with immediate pension benefits in accordance with the M.E.B.B. Pension Plan or voluntarily terminates employment with more than ten (10) years of service, he/she or his/her estate shall be entitled to receive fifty percent (50%) of his/her unused sick leave credits as a form of bonus from the Employer. 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.

ARTICLE 16 - LEAVE OF ABSENCE

1601 For Union Purposes

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

1602 Union Leave

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer to employees selected or appointed to represent the Union. Such time off shall not exceed a total of one (1) week per calendar year.

Such leave shall be granted only when the leave of absence does not unduly interfere with the efficiency of the Department affected. The granting of such leave shall be limited to one (1) employee at any one time.

1603 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, or the child/step-child, grandchild brother, sister, father, mother of either the employee or the employee's spouse. | 5 days |
| (b) Death of the grandparents, step-parent of an employee and death of the grandparents, step parents, of the employee's spouse | 3 days |
| (c) To attend funeral as a pallbearer out of Dauphin | 1 day |
| (d) To attend funeral as a pallbearer in Dauphin | ½ day |
| (e) To attend funeral of another DRS 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.

Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits to attend a funeral outlined in a) and b) above that is further than a 500-kilometre radius from Dauphin.

1604 Maternity, Paternity and Adoption Leave

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

1605 Discretionary Leave of Absence

The general manager or designate shall be allowed to grant a Leave of Absence without pay to any employees who requests to a maximum of one (1) week. The Board may grant additional leave with or without pay to employees so requesting.

1606 Illness for Family Member

An employee shall be allowed to utilize a maximum of five (5) days per year of accumulated sick leave credits for the purpose of providing care for his/her spouse, child or dependent parent who is ill.

1607 An employee shall utilize all accumulated vacation credits prior to commencing any general leave of absence.

1608 No leave of absence shall be sought or granted where the purpose enables an employee to accept temporary work elsewhere. Any infractions of this provision may result in the employee's loss of seniority and/or termination of employment.

1609 Compassionate Care Leave

The Employer 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.

ARTICLE 17 - PAYMENT OF WAGES

1701 Pay Days

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

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

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

1703 An employee who has an accumulated service record in the employ of the Employer of more 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 Employer during the period of their disability, but in no event for a period of more than six (6) months.

ARTICLE 18 - SAFETY

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

ARTICLE 19 - STRIKES AND LOCKOUT

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

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

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

1902 Crossing of Picket Lines During Strike

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

ARTICLE 20 - MANAGEMENT RIGHTS

2001 The Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline, any deficiency; and
- b) hire, classify, promote, demote, layoff and recall employees, and also to discipline and discharge any employee for just cause, provided that a claim by an employee that he has been disciplined without just cause may be the subject of a grievance dealt with as herein provided; and provided that the discipline notice shall be in writing, including the reasons for it and be given to the employee concerned.

2002 It is the exclusive function of the Employer to manage its operations and, 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.

2003 Employer retains all the rights, power or authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement.

2004 The Employer and the Union hereby agree that in the conduct of carrying out their respective responsibilities in the administration of this Collective Agreement, each party shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 21 - BULLETIN BOARD

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

ARTICLE 22 - JOB DESCRIPTIONS

2201 Job Descriptions

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

2202 Changes in Classification

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

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

ARTICLE 23 - WAGE SCHEDULE

- 2301 The wage schedule identified as Schedule "A" shall be attached hereto and shall form part of this agreement. The wage rates herein set forth are effective **January 1, 2017** and the Employer shall adjust the earnings of the employees so as to conform with the rates set forth in said Schedule accordingly.

ARTICLE 24 – PERSONNEL FILE

- 2401 Where the Employer makes a written assessment of an employee's work performance, at the earliest time possible, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating that he/she has read and understands the contents.

The employee may respond in writing to the assessment which shall become part of his/her record.

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

ARTICLE 25 - ON THE JOB TRAINING

2501 On the Job Training

Due to changes in classifications and job responsibilities, it is the expectation of the Employer that employees upgrade their training to meet the requirements of the new positions. The General Manager will meet with the employees to identify training expectations and opportunities. Employees who are upgrading will receive compensation at time for time for any hours worked outside of regular working hours during any training, courses or workshops they attend.

2502 Training Courses

Course - course includes any conferences, conventions, seminars, workshops, symposiums, or technical or professional learning sessions.

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

ARTICLE 26 - ADDITIONAL EXPENSES

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

2602 Clothing and Safety Wear Allowance

Where an employee is required, as a condition of employment, to wear approved safety footwear or aquatic uniform during the course of the employee's regular duties, the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear or aquatic uniform. The allowance shall be one hundred and fifty (\$150.00) dollars. Where an employee who has worked for a calendar year and has not claimed the allowance in that calendar year and purchases safety footwear in the next calendar year, the employee is eligible to claim up to twice the maximum allowance in that calendar 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 or aquatic uniform specifically for employment with the Employer.

Aquatic uniform to be provided for teaching in water only.

ARTICLE 27 - DRIVER'S LICENCE

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

ARTICLE 28 - ACCESS AGREEMENT

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

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

ARTICLE 29 - TRANSPORTATION AND/OR VEHICLE ALLOWANCE

- 2901 a) The Employer shall supply transportation or a vehicle allowance if any employee is required to use their personal vehicle to perform duties of the Employer. Said use shall be paid at the Employer's mileage rate.
- b) The Employer shall supply transportation or a vehicle allowance of ten (\$10.00) dollars per day for employees on the days in which they are called out.

ARTICLE 30 - BENEFITS

3001 The Employer will provide the employees, as part and parcel of their employment, the following benefit package:

- a) **LIFE INSURANCE** - The Employer shall provide to all employees a Life Insurance

Policy providing a \$25,000.00 benefit to the employee with "A.D.D." paid for 100% by the Employer.

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

- b) **LONG TERM DISABILITY** - The Employer shall make available to the employee long term disability insurance providing for a seventeen (17) week waiting period, on two (2) year disability of own occupation payable to age 65 for which the employee shall receive a benefit of 66 2/3% of their monthly salary. This policy shall be payable by the employee with all full-time employees entitled to full benefits.
- c) **DENTAL BENEFITS** - The Employer shall pay 50% premium cost of a Dental Plan. Pursuant to the terms of the Dental Plan, coverage will be provided to eligible employees and eligible dependants. Terms and conditions of the Plan will be provided to the Union upon implementation.
- d) **EXTENDED HEALTH BENEFITS** - The Employer shall also make available extended health benefits for 100% co-insurance, and \$25.00 single deductible, and \$50.00 family deductible to be paid for by the Employer.
- e) All employees shall be covered by the Municipal Employees Pension Plan with contributions shared as per the Plan regulations.

3002 Any change to the above benefits that occurs outside of the employer's control, shall be cause for renegotiation between the Union and the Employer. The best effort shall be made by both parties to find a benefits package that is as close to the current package as possible.

Any other changes to the above noted benefits maybe made only upon mutual agreement between the Employer and the Union.

ARTICLE 31 – LABOUR MANAGEMENT MEETINGS

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

The Committee shall be composed of equal representation from the Employer and the local union with the total committee representation not to exceed six (6) members. The

local union committee may at any time have a representative from the Canadian Union of Public Employees.

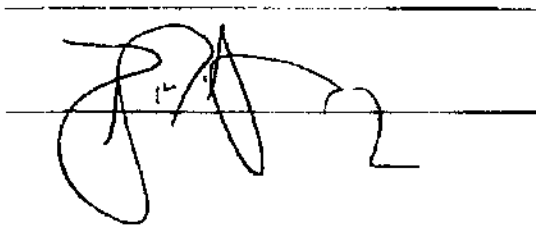
The Committee shall meet as and when required upon five (5) working days written notice being given by either party.

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

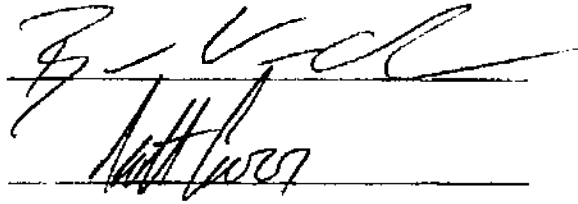
IN WITNESS WHEREOF the parties hereto have executed these presents this

16 day of January 2018.

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



SIGNED ON BEHALF OF THE
DAUPHIN RECREATION SERVICES



SCHEDULE A

EFFECTIVE JANUARY 1, 2017						
CLASSIFICATION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Parks Lead Hand	\$24.11	\$25.09	\$25.45	\$26.41	\$27.41	
Facilities Lead Hand	\$24.11	\$25.09	\$25.45	\$26.41	\$27.41	
Programs Coordinator	\$20.04	\$21.25	\$22.47	\$23.45	\$24.42	\$25.39
Events Coordinator	\$20.04	\$21.25	\$22.47	\$23.45	\$24.42	\$25.39
Head Guard	\$22.04	\$22.63	\$23.58	\$24.56	\$25.54	
2%						
EFFECTIVE JANUARY 1, 2018						
CLASSIFICATION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Parks Lead Hand	\$24.59	\$25.59	\$25.95	\$26.94	\$27.95	
Facilities Lead Hand	\$24.59	\$25.59	\$25.95	\$26.94	\$27.95	
Programs Coordinator	\$20.44	\$21.68	\$22.92	\$23.92	\$24.91	\$25.89
Events Coordinator	\$20.44	\$21.68	\$22.92	\$23.92	\$24.91	\$25.89
Head Guard	\$22.48	\$23.09	\$24.05	\$25.05	\$26.05	
1.20%						
EFFECTIVE JANUARY 1, 2019						
CLASSIFICATION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Parks Lead Hand	\$24.88	\$25.90	\$26.27	\$27.26	\$28.29	
Facilities Lead Hand	\$24.88	\$25.90	\$26.27	\$27.26	\$28.29	
Programs Coordinator	\$20.68	\$21.94	\$23.20	\$24.20	\$25.21	\$26.20
Events Coordinator	\$20.68	\$21.94	\$23.20	\$24.20	\$25.21	\$26.20
Head Guard	\$22.75	\$23.36	\$24.34	\$25.35	\$26.36	
1.20%						
EFFECTIVE JANUARY 1, 2020						
CLASSIFICATION	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Parks Lead Hand	\$25.18	\$26.21	\$26.58	\$27.59	\$28.63	
Facilities Lead Hand	\$25.18	\$26.21	\$26.58	\$27.59	\$28.63	
Programs Coordinator	\$20.93	\$22.20	\$23.47	\$24.49	\$25.51	\$26.52
Events Coordinator	\$20.93	\$22.20	\$23.47	\$24.49	\$25.51	\$26.52
Head Guard	\$23.02	\$23.64	\$24.63	\$25.66	\$26.68	

LETTER OF UNDERSTANDING
BETWEEN
DAUPHIN RECREATION SERVICES
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

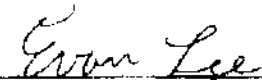
RE: HOURS

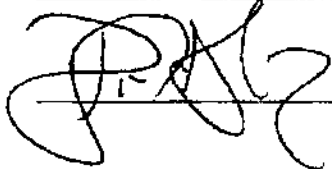
It is understood and agreed that the Dauphin Recreation Services and the Union may enter into an agreement that allows employees to work more or less than seven and one-half (7 ½) hours per day and that overtime would apply only in situations where an employee works more than thirty-seven and one-half (37 ½) hours per week.

It is further agreed that the Dauphin Recreation Services and the Union may enter into an agreement that allows employees to work more or less than five (5) consecutive days, so long as the consecutive days worked will not serve to reduce employees bi-weekly regular hours of 75 hours.

DATED this 16 day of January 2018.

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





SIGNED ON BEHALF OF THE
DAUPHIN RECREATION SERVICES





LETTER OF UNDERSTANDING
BETWEEN
DAUPHIN RECREATION SERVICES
AND
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3240

RE: STAFFING LEVELS

It is hereby understood and agreed that during the term of this agreement, there will be no reduction of staffing levels by lay-off, reduction of hours, or elimination of present positions providing there is no change in services, or in the funding model of the Dauphin Recreation Services by the City and R.M. of Dauphin.

DATED this 16 day of January 2018.

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

Erin Lee

[Signature]

SIGNED ON BEHALF OF THE
DAUPHIN RECREATION SERVICES

[Signature]

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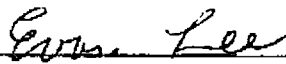
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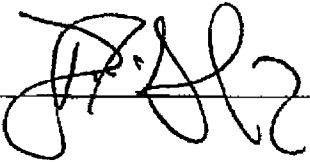
RE: CERTIFICATIONS AND TRADES LICENCES

During the course of employment, the Employer agrees to pay all fees relating to certifications or licences (Trades) on behalf of all employees requiring same in the performance of their duties.

DATED this 16 day of January 2018.

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





SIGNED ON BEHALF OF THE
DAUPHIN RECREATION SERVICES

