

COLLECTIVE BARGAINING AGREEMENT
COPE Local 397 and the RM of Alexander No. 600
January 1, 2010 – December 31, 2011

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397
HEREINAFTER REFERRED TO AS THE “UNION”**

~ AND ~

**THE RURAL MUNICIPALITY OF ALEXANDER NO. 600,
HEREINAFTER REFERRED TO AS THE “MUNICIPALITY”**

ARTICLE 1 – PURPOSE

1.1 Purpose

1.1 It is the desire and purpose of both parties to this Collective Agreement to:

- 1.1.1 Maintain harmonious relations between the Municipality and its Employees.
- 1.1.2 Promote cooperation and understanding between the Municipality and its Employees.
- 1.1.3 Promptly adjust grievances which may arise between the parties.
- 1.1.4 Promote and encourage efficient service up to a high standard in a conscientious manner by Employees.
- 1.1.5 Recognize the Employees serve the ratepayers of the Rural Municipality of Alexander.
- 1.1.6 Recognize the value of joint discussion and negotiations of matters pertaining to wage rates, hours of work and other working conditions.

ARTICLE 2 – SCOPE AND RECOGNITION

2.1 Scope

- 2.1.1 This Agreement shall apply to all COPE Employees of the Rural Municipality of Alexander No. 600. The words Employee or Employees where used in this Agreement shall mean any person or persons covered by this Agreement.
- 2.1.2 Excepted from this Agreement shall be as defined in Article 2.2.1, and any persons employed in contractual services or activities.
- 2.1.3 Work of the Bargaining Unit. Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not displace any jobs which are included in the bargaining unit, except in cases mutually agreed upon in writing by the parties.

2.2 Recognition

2.2.1 The Municipality recognizes the Union as the sole bargaining agent for all of its Employees in the bargaining unit certified by the Manitoba Labour Board Certificate number MLB-6757 which reads:

“All Administrative Employees of the Rural Municipality of Alexander No. 600 in the Province of Manitoba with the exception of the Chief Administrative Officer, Assistant Chief Administrative Officer and those excluded by the Act.”

ARTICLE 3 – MANAGEMENT’S RIGHTS

3.1 Management’s Rights

3.1.1 Except as, and only to the extent specifically modified by this Collective Agreement, all rights and prerogatives of Management are retained by the Municipality and remain exclusively and without limitation within the rights of the Municipality and its Management. Without limiting the generality of the foregoing, the Municipality's rights shall include:

- a) the right: to maintain order, discipline, and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations to be observed by its Employees; to discipline and discharge Employees for just cause;
- b) the right: to select, hire and control the working force and Employees; to transfer, assign and suspend Employees; to plan, direct and control its operations; to select and retain Employees for positions excluded from the bargaining unit; to require Employees to work overtime;
- c) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be performed; the standard of work and service; whether to make or buy goods and services; the schedules of service; the number of shifts, the methods, processes and means of performing work; quality and quantity standards; the use of improved methods, office machinery and equipment; the number of Employees needed by the Municipality at any time and how many shall operate or work on any job, operation, or office machine; the number of hours to be worked; starting and quitting time;

and generally the right to manage, operate and regulate the Municipality without interference are solely and exclusively the right of the Municipality.

3.1.2 In the administration of this Collective Agreement, the Municipality and the Union shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 4 – UNION SECURITY

- 4.1 All Employees who are members in good standing of the Union and all Employees who become members of the Union shall maintain their membership in good standing for the duration of this Collective Agreement.
- 4.2 Membership. The Municipality agrees that every Employee who is now or hereafter becomes a member of the Union shall maintain membership in the Union as a condition of employment, and every new Employee whose employment commences hereafter shall, within seven (7) days after the commencement of their employment, apply for and maintain membership in the Union as a condition of their employment. The Municipality will present, have Members sign COPE membership application cards and forward the signed cards to the COPE Union Office together with the dues in accordance with Article 4.3.
- 4.3 Dues
- 4.3.1 The Municipality agrees that upon written request by the Union, accompanied by signed authorization cards, all monthly dues and assessments common to all members accruing to the Union by its members shall be deducted and forwarded monthly to the Secretary-Treasurer of the Union, together with a list of all Employees for whom such deductions have been made.
- 4.3.2 If the Municipality is advised of a change of address it will be provided to the Union.

ARTICLE 5 – GENERAL HOLIDAYS

- 5.1 The following paid general holidays shall be observed by the Municipality:

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day which is proclaimed and enforced by the Federal or Provincial Government as a legal holiday.

- 5.2 A full-time Employee is entitled to their regular pay for a general holiday on which they do not work provided the Employee:
- 5.2.1 did not fail to report for work after having been scheduled to work on the day of the general holiday; and
- 5.2.2 did not absent themselves from work without the Municipality's consent on the regular working day immediately preceding or following the general holiday unless the absence is by reason of verified illness.

- 5.3 If and when Christmas Day and New Year's Day fall on a weekday (except Monday) the Employees will be allowed to leave work at noon on the day prior to the said holiday, without loss of pay.
- 5.4 If any of the above general holidays falls on either a Saturday or Sunday, the following working day(s) shall be observed as the general holiday.
- 5.5 Employees shall be entitled to one (1) personal floating holiday per calendar year to be used by mutual agreement between the Municipality and the Employee.
- 5.6 A part-time or casual Employee shall receive holiday pay in accordance with *The Employment Standards Code*.

ARTICLE 6 – VACATION

- 6.1 Annual vacation for full-time/permanent Employees shall be:
 - 6.1.1 two (2) weeks after one (1) continuous year of service;
 - 6.1.2 three (3) weeks after two (2) continuous years of service;
 - 6.1.3 four (4) weeks after ten (10) continuous years of service;
 - 6.1.4 five (5) weeks after fourteen (14) continuous years of service; or
 - 6.1.5 six (6) weeks after nineteen (19) continuous years of service.
- 6.2 Part-time/casual Employees shall receive vacation pay on each pay cheque in the following amounts:
 - 6.2.1 four percent (4%) of regular pay during the first four (4) years of continuous service;
 - 6.2.2 six percent (6%) of regular pay after four (4) years of continuous service; or
 - 6.2.3 eight percent (8%) of regular pay after ten (10) years of continuous service.
- 6.3 Date of hire/anniversary date is recognized when calculating annual vacation for all Employees.
- 6.4 Continuous service shall mean employment where there has been no break in seniority.
- 6.5 Where a statutory holiday falls within an Employee's leave period, the Employee is entitled to an extra day of leave.
- 6.6 Employees may carry over one (1) year's vacation entitlement from one year to the next providing prior approval is obtained from the Municipality Administrator.
- 6.7 Employees shall request in writing their period of vacation thirty (30) days prior to the time requested. The Municipality will approve such requests after having given consideration to the Employee's preference, individual circumstance and the needs of the Municipality.
- 6.8 On written request an Employee can access vacation time during the current vacation year.

- 6.9 Upon termination of employment with the Municipality, annual leave owing to the Municipality shall be deducted from the Employee's pay and annual leave owing to the Employee by the Municipality shall be added to the Employee's pay.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURES

- 7.1 "Grievance" shall mean a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

- 7.2 A grievance properly arising under this Collective Agreement shall be dealt with as set out below. Both parties shall make reasonable efforts to resolve a grievance.

7.3 Grievance Procedure

- 7.3.1 Step 1: A COPE Union Representative must submit the grievance in writing within ten (10) working days of the event giving rise to the grievance, to the Chief Administrative Officer. The written grievance shall set forth the nature of the grievance, the Article or Articles of this Collective Agreement allegedly violated, and the remedy or correction required. The Municipality or their designated representative shall respond within (10) working days of receiving the written grievance.

- 7.3.2 Step 2: If the matter is not resolved in Step 1, the grievance must be referred to the Municipality by the Union within ten (10) working days of the Municipality's reply in Step 1. The Council or a designated committee shall meet with the Employee and Shop Steward or Union Representative to discuss the grievance within ten (10) working days. Either party may utilize a representative of their choice during the meeting. Following such a meeting, the Municipality shall respond within ten (10) working days. Where the Employee is not satisfied with the Municipality's decision, the Union may proceed to have the matter arbitrated.

- 7.3.3 The Municipality or the Union may initiate a grievance within ten (10) working days of becoming aware of the matter giving rise to the grievance by writing to the other party outlining its alleged violation of the Collective Agreement. Where no resolution is reached within twenty (20) working days, either party may refer the matter to Arbitration.

- 7.3.4 If after the expiry of twenty (20) working days, no extension has been agreed upon, the grievance between the Employee and the Municipality shall be deemed to have been resolved. Any settlement of a grievance shall be in writing and when signed shall be final and binding on the parties as if fully arbitrated.

7.4 Arbitration Procedure

- 7.4.1 If the grievance is not resolved under the Grievance Procedure then within ten (10) working days of the Municipality's reply in Step 2, the grievance must be submitted to an Arbitrator of mutual agreement to the parties.

- 7.4.2 In reaching a decision, the Arbitrator shall be solely governed by the provisions of this Collective Agreement and the content of the grievance and they shall render their decision within thirty (30) working days from the last day of the hearing.
- 7.4.3 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement. All grievances submitted must present an arbitral issue under this Collective Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Collective Agreement or which involves the determination of a subject matter not covered by this Collective Agreement.
- 7.4.4 The decision of the Arbitrator shall be final and binding on both parties and on any Employee affected by it. The Arbitrator's expenses shall be borne one-half (1/2) by the Municipality and one-half (1/2) by the Union.
- 7.5 The time limits fixed in the above grievance and arbitration procedure may be extended by the written consent of both parties to this Collective Agreement.

ARTICLE 8 – UNION REPRESENTATIVES AND STEWARDS

- 8.1 A Union Representative must seek and obtain permission from the Chief Administrative Officer or designate to meet or interview Employees, which permission shall not be unreasonably withheld. Such meetings or interviews shall only be carried on in a place designated by the Municipality.
- 8.2 The Union shall advise the Municipality of the election or appointment of Shop Stewards and any changes occurring in such positions as they occur, in writing.
- 8.3 The Municipality agrees to recognize the Shop Steward for the purpose of assisting an Employee with a grievance and for the purpose of attending negotiations with the Municipality.
- 8.4 A Shop Steward shall limit their activities to such time periods so that they do not interfere with or disrupt the operation of the Municipality.

ARTICLE 9 – NO STRIKES OR LOCKOUTS

- 9.1 The Union and all its representatives agree that there shall be no strikes, picketing, sit down, slowdown, or any suspension of or stoppage of or interference with work during the term of this Collective Agreement.
- 9.2 The Municipality agrees that it will not engage in any lockout during the term of this Collective Agreement.
- 9.3 In the event that any Employee strikes or takes any action contrary to Article 9.1 above, the Union shall instruct said Employees to return to work and perform their usual duties.

ARTICLE 10 – WAGE ADMINISTRATION

- 10.1 Wages shall be paid bi-weekly on Thursdays, by direct deposit. The cut-off day for the purpose of calculating wages due will be the preceding Sunday.
- 10.2 The Municipality shall provide each Employee with a statement at the time of paying wages which shows the hours paid, the rate of pay, the overtime hours, deductions from wages and the net amount paid to the Employee.
- 10.3 Employees shall be entitled to the wage rates as indicated in Appendix A.

ARTICLE 11 – PROBATION

- 11.1 Probation.
 - 11.1.1 Probationary period shall be a predetermined designated period commencing the first day of employment during which the Municipality has the opportunity to assess the adequacy of the Employee's ability and work performance in fulfilling the requirements of the assigned position.
 - 11.1.2 The length of the probationary period shall be six (6) calendar months.
 - 11.1.3 If an Employee's capabilities are in question at the end of the six (6) month period, the probation period may be extended by mutual agreement between the Municipality and the Union, for an additional period of three (3) months.
 - 11.1.4 The Municipality may dismiss or decline to continue the employment of a probationary Employee without just cause if the Municipality considers that probationary Employee to be unsuitable. Notice requirements under *The Employment Standards Code* will apply.

ARTICLE 12 – PERFORMANCE APPRAISAL

- 12.1 In the event that a performance appraisal is performed the Employee concerned shall be given an opportunity to sign the appraisal form upon its completion to indicate that its contents have been read.
- 12.2 The Employee shall have the right to place their own comments on the form where such space is provided.
- 12.3 An Employee shall receive a copy of the appraisal at the time of signing.

ARTICLE 13 – SENIORITY

13.1 Seniority

13.1.1 Seniority shall be defined as the length of continuous service since a full-time Employee was hired. Part-time Employees shall have seniority pro-rated to reflect time worked.

13.1.2 Seniority shall not accumulate during unpaid leaves of absence exceeding five (5) months. Absences covered by income replacement shall not be considered unpaid.

13.2 Loss of Seniority

13.2.1 An Employee shall lose their seniority and their employment shall cease for any one (1) or more of the following reasons.

- a) The Employee resigns, in writing.
- b) The Employee is discharged by the Municipality and not reinstated through the Grievance and Arbitration Procedure of this Collective Agreement.
- c) The Employee has been on layoff continuously for twelve (12) months.
- d) The Employee fails to return to work on recall within fourteen (14) calendar days of a registered letter being received to their last known address or within fourteen (14) calendar days of direct contact with a Management representative of the Municipality.
- e) The Employee is absent from work without authorization for more than five (5) working days unless a reason satisfactory to the Municipality is given.

13.3 Seniority List

13.3.1 The Seniority List is attached to this Collective Agreement as Appendix “B”. The seniority list shall be updated by the Municipality in January of each year with amendments within thirty (30) days of each new hire or change. A copy of each amended seniority list shall be posted on the Union Bulletin Board and a copy forwarded to the Union office.

13.3.2 Each seniority list shall contain the following information in descending seniority order:

- a) Name of Employee.
- b) Date of hire.
- c) Part-time hours.

ARTICLE 14 – VACANCIES / TEMPORARY VACANCIES / RECLASSIFICATION

14.1 Vacancies

14.1.1 All vacancies shall be posted on the Union Bulletin Board for seven (7) working days. External advertising may occur at the same time.

14.1.2 The most senior, qualified applicant shall be appointed.

14.2 Trial period on Promotion/Demotion

14.2.1 All Employees who are promoted/demoted to a new classification or position shall be allowed a trial period of four (4) months to familiarize themselves with the new position.

14.2.2 If after the four (4) month trial period the Municipality and/or the Employee find that the Employee cannot adapt to a new position, the Municipality or the Employee can initiate a return to their former position without loss of seniority or benefits.

14.2.3 An Employee who is placed in the position of the reclassified Employee (the replacement Employee) will be deemed to be a temporary placement subject to the reclassified Employee's permanent appointment following the four (4) month trial term. The Municipality may return the replacement Employee to their former position following the return of the reclassified Employee. The Municipality may hire a term Employee to fill the position of the reclassified Employee or replacement Employee and may terminate the term Employee if the reclassified Employee or replacement Employee returns to their former position.

14.3 Temporary Assignment

14.3.1 The Municipality may temporarily assign Employees from one classification to any other provided the duration of the reassignment does not exceed six (6) months. When a reassignment exceeds a period of six (6) months a vacancy for a new position shall be deemed to exist and the Municipality shall post and fill such vacancy in accordance with this Agreement unless the reassignment was due to the temporary absence of an Employee on sick leave or any approved leave of absence.

14.3.2 An Employee temporarily reassigned to carry out virtually all duties of a higher classification for a full day or at least three (3) partial days in a week shall receive the rate of pay for the higher classification for the hours so worked.

14.3.3 An Employee temporarily assigned to a lower paid classification or category will continue to receive their former rate of pay.

14.4 Term Employee

14.4.1 An external candidate hired for term employment shall receive all benefits of the Collective Agreement including recall rights for twelve (12) months.

ARTICLE 15 – PROGRESSIVE DISCIPLINE

15.1 No Employee shall be disciplined, suspended or discharged without just cause. The Municipality agrees to use a process of Progressive Discipline in a timely and reasonable manner. An Employee is entitled to union representation in person or by telephone when discipline is being imposed.

- 15.1.1 A copy of all disciplinary documents placed on an Employee's file shall be supplied to the Employee, with a copy of the documentation provided to the Union Office.
- 15.1.2 If a verbal warning is noted on the Employee's personnel file, notification shall be provided to the Employee and a Union Representative. If not noted on the file, it will not be considered discipline.
- 15.1.3 The Employee's reply to such document shall also become part of the Employee's file.
- a) Disciplinary documentation less than suspension shall become void after two (2) years and shall be removed from the personnel file unless there have been subsequent documented incidents of a similar nature.
 - b) Documentation referred to in Article 15.1.1 that is related to a disciplinary suspension shall become void after five (5) years, unless there have been subsequent documented incidents of a similar nature.
- 15.2 Notwithstanding anything in this Article, if a non-probationary Employee feels that their discipline is unjust, the Employee shall be entitled to the Grievance procedure.
- 15.3 Notwithstanding anything in this Article, the Union will fulfill its obligation under Duty of Fair Representation.

ARTICLE 16 – LAY-OFF AND RECALL

- 16.1 When any Employee who has seniority is laid off by the Municipality they shall be given notice in accordance with the Manitoba Employment Standards Code. Employees shall be laid-off in reverse order of their seniority providing the remaining Employee(s) have the skills and abilities to perform the remaining work. The names of the Employees who are laid-off shall be placed on a recall list.
- 16.2 Where the Municipality recalls Employees it shall be consistent with Article 16.1 with the most senior qualified Employee in the category affected by the recall being recalled first.
- 16.3 When an Employee is temporarily recalled for a specific period of time, not to exceed fifteen (15) working days, no subsequent notice of layoff shall be required.

ARTICLE 17 – WORKERS' COMPENSATION

- 17.1 When an Employee is injured in the performance of their duties on behalf of the Municipality and is eligible to receive Workers' Compensation benefits, they shall be paid for the regular wages on the day of the accident if they require off-site medical attention which necessitates no return to work on that day.
- 17.2 An Employee involved in an accident or illness, as a result of work for the Municipality, must report such accident and/or illness immediately to the Municipality.

- 17.3 If the illness or injury is such that the Employee cannot report for work on their next or subsequent days, they must notify the Municipality prior to the start of the workday indicating the necessity for and the expected amount of time away from the workplace.
- 17.4 Workers' Compensation benefits shall be paid directly to the Employee.
- 17.5 During the period an Employee is in receipt of Workers' Compensation benefits, they shall maintain bi-weekly contact with the Municipality to advise the Municipality of their condition and expected date of return to work.
- 17.6 The Municipality may require from an Employee who intends to return to work following a claim for Workers' Compensation a medical certificate from a qualified physician acceptable to the Municipality or the decision of the Workers' Compensation Board Medical Review Panel upon appeal certifying their fitness to resume their normal duties. If the Employee is required to pay for the medical certificate they will be reimbursed by the Municipality.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.1 Hours of Work

18.1.1 Employees shall work thirty-five (35) hours per week Monday through Friday from 8:30 a.m. to 4:30 p.m. each day with one (1) hour off for noon meal as scheduled. Administration Office Employees noon meal shall be scheduled in such a way that the Administration Office shall remain open.

18.1.2 Part-time Employees shall have the hours of work specified in their job posting or as agreed between the Municipality and the Union. No part-time position will be created without consultation with the Union.

18.2 Recording of work hours shall be the responsibility of each Employee and each Employee shall complete the Statement of Attendance, Vacation and Overtime Report bi-weekly.

18.3 Overtime

18.3.1 Overtime shall be paid for all hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week, inclusive of statutory holidays, vacation, sick leave, leaves with pay.

18.3.2 Employees may choose to receive time off in lieu of pay for required overtime, at a time mutually agreed between the Chief Administrative Officer or designate and the Employee.

18.3.3 Overtime required Monday to Friday shall be at time and one-half the regular rate.

18.3.4 a) All hours worked on Saturday, excluding part-time, shall be paid at one and one-half times the regular rate.

- b) All hours worked on Sunday and holidays shall be paid at two times the regular rate.
- c) Part-time Employees will be paid one and one-half times regular rate after seven (7) hours per day and thirty-five (35) hours per week.

18.3.5 All “banked” overtime shall be used prior to December 31 or paid out on the last working day of the year.

18.5 Call Back

18.5.1 Employees are subject to being called out to work and in such circumstances shall be paid for a minimum of three (3) hours at the applicable rate of pay as per *The Employment Standards Code*.

18.6 Coffee Breaks

18.6.1 Every Employee shall be permitted to take a fifteen (15) minute rest period with pay during every period of work lasting three and one-half (3½) hours. Rest periods are to be taken at the job site.

18.6.2 Coffee and supplies shall be provided by the Municipality.

18.7 The Municipality’s decision to close the office at any time shall not result in Employees being forced to take vacation or time in lieu.

ARTICLE 19 – SICK LEAVE

19.1 Sick Leave

19.1.1 An Employee is entitled to accumulate at the rate of one and one-half (1½) days per month and will accumulate from year-to-year (*pro-rated for part-time*).

19.1.2 Sick leave shall be granted to Employees who are unable to perform their duties due to illness.

19.1.3 When the Municipality suspects abuse of sick leave, the Municipality may require the Employee to provide a medical certificate for any absence from work after one (1) day, and when in excess of three (3) days may require a physical examination and/or medical report to determine the Employee's ability to fulfill the requirements of their position. If the Employee is required to pay for the medical certificate the Employee will be reimbursed by the Municipality.

ARTICLE 20 – LEAVE OF ABSENCE WITH PAY

20.2 Illness in the Family

20.2.1 An Employee shall be entitled, after notifying the Employee's Supervisor, to use a maximum of five (5) accumulated sick days per illness to care for a family member who is ill. Family member is defined as per Article 20.4.1.

20.3 Emergency Leave

20.3.1 Employees shall be allowed to use a maximum of one- (1) working day of their accumulated sick leave per occurrence for non family-related situations. Such situations may include but are not limited to a house fire, break-in, or sewage backup. Requests for such leave shall be made to their Supervisor/Manager.

20.4 Bereavement/Funeral Leave

20.4.1 Death in the Immediate Family – Leave of up to three (3) days shall be granted if and as required to arrange and attend the funeral. Family is defined as husband, wife, common-law partner, children, mother, father, sister, brother, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, grandparents, grandchildren, and any other relative living with the Employee and who is dependent on the Employee or any similar relationship.

20.4.2 An Employee who is entitled to bereavement/funeral leave under Article 20.4.1 during their vacation leave shall receive vacation credits equal to the number of days of bereavement/funeral leave that was granted.

20.4.3 An Employee shall be entitled to bereavement/funeral leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer, an honorary pallbearer, a reading, singing, music, eulogy.

20.4.4 An Employee shall be entitled to additional bereavement/funeral leave, up to a maximum of two (2) days, without loss of salary, for the purpose of attending a funeral at a distance of over five hundred kilometres away (one way).

20.5 Jury Duty and Witness Duty

20.5.1 Employees obligated to attend Court as jurors or as witnesses in a criminal case in accordance with a subpoena shall receive their normal rate of pay for any work missed less any monies received for such purpose.

ARTICLE 21 – LEAVE OF ABSENCE WITHOUT PAY

21.1 Maternity, Parental and Adoption and Compassionate Leave

21.1.1 The provisions of *The Employment Standards Code* shall apply to maternity, parental, adoption and compassionate leave.

21.2 An Employee requesting a Leave of Absence for any purpose other than as provided in this Article shall do so in writing with particulars with regard of the reasons and timing. The Employer shall give such request due consideration.

21.3 Leave for Public Office

21.3.1 An Employee who is elected to Public Office shall be granted unpaid leave of absence, without loss of seniority, in accordance with the Manitoba Municipal Act.

ARTICLE 22 – UNION LEAVE

22.1 Subject to business requirements, the Municipality shall allow time off work for any person who is serving on a Union Committee or for the purpose of serving as a Union Delegate to a conference or function, provided this can be done without cost to the Municipality, for no more than twenty (20) working days per year for the bargaining unit.

22.2 Any Employee who acts within the scope of this Article shall not lose his job or be discriminated against for so acting.

22.3 Pay during Leave of Absence for Union Work or Convention. An Employee shall receive the pay and benefits provided for in this Agreement when on leave of absence for Union work or conventions and the Union shall reimburse the Municipality for all pay and benefit costs.

22.4 Union Leave – Bargaining. The Municipality agrees to maintain the regular wages and benefits for one (1) Employee to attend Collective Bargaining meetings with the Municipality.

ARTICLE 23 – MUNICIPAL PENSION PLAN

23.1 Every full-time and part-time Employee, as a condition of employment, shall join the M.E.B.B. Pension Plan as provided by the Municipality. Both the Employee and the Municipality shall make equal contributions in accordance with the provisions of the plan. Enrolment, coverage, contributions and benefits payable are subject to the limitations of the Plan.

ARTICLE 24 – BENEFITS

24.1 Group Life Insurance Plan

24.1.1 The Municipality shall make deductions from a full-time and part-time Employee's wages and make premium payments to the carrier of the Group Life Insurance Plan. Employees shall be responsible for one-half ($\frac{1}{2}$) of the premiums required for life insurance coverage of one (1) or two (2) times the Employee's regular annual earnings. Enrolment, coverage, premiums and benefits payable are subject to the limitations and conditions of the Plan.

24.2 Long Term Disability Plan

24.2.1 The Municipality shall make deductions from all full-time/permanent and all part-time Employees' wages and make premium payments to the carrier of the Long Term Disability Plan. Employees shall be responsible for one-half (1/2) of the premiums required under the terms of the Plan. Enrolment, coverage, premiums and benefits payable are subject to the limitations and conditions of the Plan.

24.3 Dental and Extended Health Care Plans

24.3.1 All full-time/permanent and all part-time Employees shall have the option of being enrolled in the Dental and Extended Health Care Plan. Employees who are enrolled in the Plan shall be responsible for one-half (1/2) of the premiums required under the terms of the Plan. The Municipality agrees to make the deductions from all full-time/permanent and part-time Employees enrolled in the Plan and together with the Municipality's contributions, make the premium payments to the carrier of the Dental and Extended Health Care Plan. Enrolment, coverage, premiums and benefits payable are subject to the limitations and conditions of the Plans.

ARTICLE 25 – CERTIFICATE PROGRAM FOR MANITOBA MUNICIPAL ADMINISTRATORS

- 25.1 Tuition and registration fees shall be paid by the Municipality providing Council approves application.
- 25.2 Special leave with pay shall be granted to Employees for the writing of examinations of courses taken and attendance of seminars associated with said course.

ARTICLE 26 – PROFESSIONAL ASSOCIATION FEES

- 26.1 Professional Association Fees shall be paid by the Municipality if Employees are required to be members.
- 26.2 Employees may be authorized to attend conventions, seminars, courses and meetings deemed necessary or beneficial to the operations of the Municipality with all expenses being paid by the Municipality.
- 26.3 All Employees who are, or who become, a Commissioner for Oaths shall have the fees paid by the Municipality.

ARTICLE 27 – TRAVEL EXPENSES

- 27.1 Employees shall be entitled to reimbursement of pre-approved expenses incurred when travelling on business as follows:

27.1.1 Total cost of room rental.

27.1.2 Meal and car expenses shall be reimbursed as provided in the Municipality Council Indemnity By-law.

ARTICLE 29 – LABOUR/MANAGEMENT ADVISORY COMMITTEE

29.1 The Municipality and the Union agree that a Labour/Management Advisory Committee shall be set up. This Committee shall have equal representation from the Union and from the Municipality. The purpose of the Committee shall be to promote harmonious relations between Employees and the Municipality. The Labour/Management Advisory Committee shall meet at reasonable intervals following submission of agenda items by either party.

ARTICLE 30 – TECHNOLOGICAL CHANGE

30.1 The technological change provisions of the Labour Relations Act of Manitoba shall apply to this Collective Agreement.

ARTICLE 31 – CONTRACTING OUT

31.1 No contracting out of services presently performed by Employees will occur which would have the effect of reducing an Employee's hours, duties or classification.

ARTICLE 32 – MISCELLANEOUS

32.1 Notice Boards

32.1.1 It is agreed that the Municipality shall provide space on notice boards for use by the Union in suitable locations accessible to the Employees for the purpose of posting notices of interest to the Union.

32.2 Casual Day

32.2.1 Fridays will be considered Casual Days when appropriate casual wear, including union gear, will be permitted.

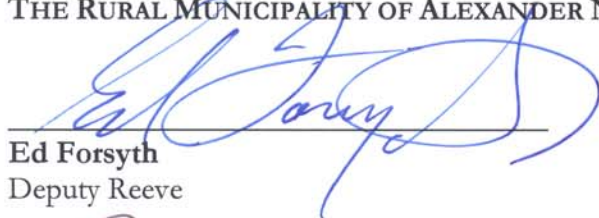
32.3 Parking and Plug-ins

32.3.1 The Employer will continue the practice of supplying parking and plug-ins at no cost to the Employees.

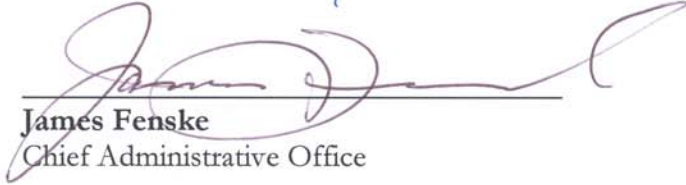
ARTICLE 33 – DURATION OF AGREEMENT

- 33.1 This Agreement shall be effective dating from January 1, 2010 to December 31, 2011 and year to year thereafter.
- 33.2 Either party may, not less than thirty (30) days nor more than ninety (90) days prior to the termination date, give notice in writing to the other party that they wish to terminate this Agreement or to negotiate a revision.
- 33.3 Such notice having been given, negotiations shall commence within thirty (30) calendar day, unless alternate dates are mutually agreed between the Municipality and the Union.
- 33.4 At the first meeting the Union and the Municipality shall immediately exchange written proposals.

For: **THE RURAL MUNICIPALITY OF ALEXANDER NO. 600**



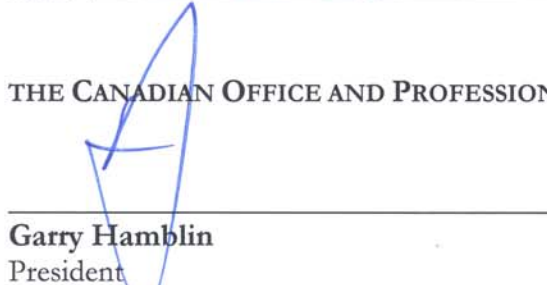
Ed Forsyth
Deputy Reeve



James Fenske
Chief Administrative Office

Date: 10-08-09.

For: **THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION (COPE), LOCAL 397**



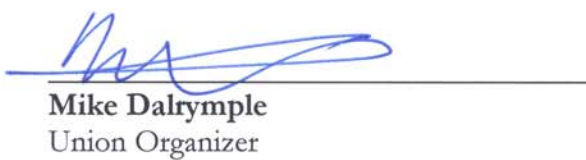
Garry Hamblin
President



Jackie Lazar
Secretary-Treasurer



Leta Atkinson
Union Representative



Mike Dalrymple
Union Organizer



Cindy McLean
Negotiating Committee

Date: Aug 9 2010

APPENDIX A – WAGE RATES

<u>Employee</u>	<u>Current</u>	<u>January 1, 2010</u>	<u>January 1, 2011</u>
Cindy McLean	\$20.50	\$21.11	\$21.74
Annette Chevrefils	\$16.85	\$17.36	\$17.88
Leah Boulet	\$16.03	\$16.51	\$17.01
Joanne Dubé	\$15.50	\$15.97	\$16.44
Delena Lavigne	\$13.00	\$13.39	\$13.79

Joanne Dube's rate will apply retroactively from October 19, 2009.

All other rates will apply from January 1, 2010.

E & OE

APPENDIX B – SENIORITY LIST

<u>Employee</u>	<u>Date of Hire</u>	<u>Part-Time Hours</u>
Annette Chevrefils	December 13, 2004	
Cindy McLean	September 11, 2006	
Leah Boulet	April 28, 2008	
Joanne Dubé	June 17, 2008	
Delena Lavigne	February 25, 2010	

LETTER OF UNDERSTANDING

COPE LOCAL 397

~ and ~

RM OF ALEXANDER NO. 600

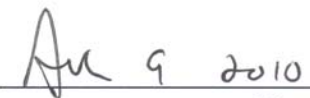
RE: ESTABLISHMENT OF SALARY SCHEDULE

It is understood and agreed between the parties that, in an effort to establish an appropriate and equitable Salary Schedule for the next Collective Agreement, the Employer and the Employees shall complete job descriptions for all Employees.

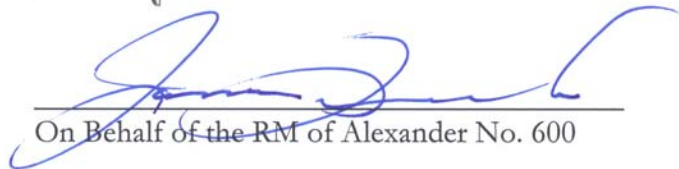
Thereafter the parties will discuss a suitable salary grid.



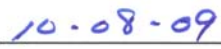
On Behalf of COPE Local 397



Date



On Behalf of the RM of Alexander No. 600



Date

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