

**OE987** | **OPERATING ENGINEERS**  
OF MANITOBA LOCAL 987



# **COLLECTIVE AGREEMENT**

BETWEEN

**THE RURAL MUNICIPALITY OF LAC DU BONNET  
(OFFICE STAFF AND PUBLIC WORKS)**

AND

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 987**

**January 1, 2025 to December 31, 2027**



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# **COLLECTIVE AGREEMENT**

Between: The Rural Municipality of Lac du Bonnet  
(Hereinafter referred to as the “Employer”)

and: The International Union of Operating Engineers Local 987  
(Hereinafter referred to as the “Union”)

## **ARTICLE 1 – PURPOSE**

1.01 Whereas it is the purpose of both parties in this Collective Agreement to:

- (a) Recognize the employees serve the ratepayers of the Rural Municipality of Lac du Bonnet;
- (b) Provide for the prompt and equitable settlement of conditions of employment between the Employer and the Union in accordance with the provisions of this Collective Agreement;
- (c) Encourage efficiency in operation;
- (d) Secure satisfactory working conditions, hours, and wages for all employee’s subject to the provisions of this Collective Agreement; and
- (e) Maintain the existing harmonious relationship between the Employer and the members of the Union, to promote co-operation and understanding between the Employer and its employees.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

2.01 The Employer shall recognize the Union as the sole collective bargaining agent for all of its employees in the unit certified by the Manitoba Labour Board Certificate No. MLB-7320.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 It is acknowledged by the Union that the Employer retains all rights except as those rights are specifically limited by the subsequent provisions of this Collective Agreement. Nothing in this Collective Agreement shall be

construed to impair the right of the Employer to conduct its business in all particulars except as specifically modified in this Collective Agreement.

3.02 In administering this Collective Agreement, the parties shall act reasonably, fairly, in good faith and in a manner consistent with the Collective Agreement as a whole.

3.03 The Employer shall not discipline or dismiss any employee bound by this Collective Agreement except for just cause, save, and except for probationary employees.

#### **ARTICLE 4 – UNION SECURITY**

4.01 All staff shall, as a condition of employment, make application to become members of the Union following completion of a six (6) month working days probation period. The Employer will advise the Union of the name, address, **phone number, email,** and social insurance number of each new employee at the time of hiring.

4.02 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.

4.03

(a) The Employer agrees that it will deduct from the wage's payable to an employee, whether or not that employee is a member of the Union, the amount of regular monthly **union dues** payable by a member of the Union, such deduction to be made from the pay due **to** each employee in each month.

(b) The Employer further agrees to deduct initiation fees, regular assessments and / or back dues which an employee has authorized the Employer to deduct by written authorization. Any deduction of back dues shall be deducted in one lump sum, upon receipt of written authorization, from the next complete pay period.

(c) Deductions made under Articles 4.03 (a) or 4.03 (b) shall be forwarded to the Financial Secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of the month following the month during which such deductions were made. The remittance shall be accompanied by a statement of the names and Social Insurance Numbers of the employees for whom the sums have been deducted.

(d) The Union recognizes the need for students to acquire the necessary funds in order to obtain post-secondary education, therefore, the Union will waive the initiation fee, regular assessment, and **two percent (2%) union dues** that is required for casual employees and will not require the summer student employees to become a member of the Union.

4.04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

4.05 Notwithstanding Article 4.01 above, it is agreed that any casual employee within the bargaining unit who does not wish to become a member of the Union will not be required to do so but will be required to pay monthly **union dues of two percent (2%)** of gross wages. This amount shall not exceed the monthly **union dues**, and the Employer agrees to deduct and remit **union dues** as per Article 4.03.

4.06 It is agreed that employees outside the scope of this Collective Agreement shall not perform any work coming within the scope of this Collective Agreement, except in the case of emergency or in order to train new or existing employees.

## **ARTICLE 5 – GENERAL HOLIDAYS**

5.01 The following **paid general holidays** shall be observed **by the Employer**:

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

Any other day which is proclaimed and enforced by the Federal or Provincial Government as a legal holiday shall also be observed.

- (a) If **any of the above general** holidays shall fall on either a Saturday or Sunday, the **following working day shall be observed as the general holiday, or** as determined by the Employer.
- (b) For permanent part-time employees, whether or not they are actually scheduled to work on the holiday, are entitled to holiday pay of eight (8) hours at straight time for each **general** holiday provided they meet the criteria listed in Article 5.01 (c) below.

For permanent part-time employees who are scheduled to work on a **general** holiday they shall be paid at **two times (2x)** for all hours actually worked on the holiday. This entitlement is pursuant to the requirement of the *Employment Standards Code* of Manitoba. This “overtime” is in addition to the basic **general** holiday pay at straight time referred to above.

- (c) Employees must work their regular scheduled working day before the holiday and their regular scheduled working day after the holiday in order to be entitled to be paid under this Article, unless absent due to legitimate illness or injury or leave approved by the Employer.
- (d) The Employer agrees to grant employees one-half (½) day off with pay on the regular working day before Christmas and one-half (½) day off with pay on the regular working day before New Year’s Day, unless the Employer determines that certain work is required to be performed on either day. Any employee required to work shall be entitled to one-half (½) day off with pay in lieu to be scheduled at a time to be mutually agreed between the employee and the Employer.
- (e) Part-time employees shall be paid general holiday pay at five percent (5%) of the part-time employee’s gross pay in the four (4) week period immediately before the **general** holiday.

## **ARTICLE 6 – VACATION WITH PAY**

6.01 Permanent **full-time** employees shall receive accrual vacation credit each pay beginning on the first day of permanent employment. Vacation can be used after it is earned. Vacation is accrued at the following rate schedule and will be applied to the rate on the employee's annual anniversary date. Vacation leave will not be earned during an unpaid leave of absence.

- (a) Two (2) weeks' annual vacation from the start of permanent employment.
- (b) Three (3) weeks' annual vacation from the start of the third (3<sup>rd</sup>) year of service.
- (c) Four (4) weeks' annual vacation from the start of the fifth (5<sup>th</sup>) year of service.
- (d) Five (5) weeks' annual vacation from the start of the tenth (10<sup>th</sup>) years of service.
- (e) Six (6) weeks' annual vacation from the start of the twentieth (20<sup>th</sup>) year of service.
- (f) Seven (7) weeks' annual vacation from the twenty-fifth (25<sup>th</sup>) year of service.

6.02 Vacation pay shall be calculated on a regular forty (40) hours for Public Works, or **thirty-seven point five (37.5)** hours for Office, work week and shall include years of service accrued as a seasonal or permanent part-time employee. **Each employee shall receive their vacation pay as follows:**

- (a) Upon taking their annual vacation or vacations; or
- (b) **Upon request to** pay out **their** vacation credits. All such requests shall be in writing and accompanied with the reasoning for the request. Individual requests shall be dealt with by the Employer on a case-by-case basis. It is understood that the final decision on each request rests under the Employer's authority; **or**
- (c) Upon termination.

6.03 If a **general** holiday falls within a vacation period, that vacation period shall be extended by that day.

6.04 Permanent **full-time** Office employees vacation entitlement must be scheduled by May 1<sup>st</sup> of each year:

(a) Permanent Office employee who is requesting two (2) or more weeks' vacation at any one time shall provide the Employer with at least two (2) weeks prior notice as to the employee's preferred vacation period. The Employer shall exercise its best efforts to grant the requested vacation period but retains the right to refuse any such request on reasonable grounds.

(b) For vacation requests of less than two (2) weeks, each permanent **full-time** Office employee shall advise the **Chief Administrative Officer (CAO)**. The **Chief Administrative Officer (CAO)** shall exercise their best efforts to grant such requested vacation periods but shall retain the right to refuse any such request on reasonable grounds.

6.05 Permanent Public Works employee shall provide the Employer with notice of the employee's preferred vacation period as follows:

(a) Where the Public Works employee intends to take vacation during the months of June, July or August, the employee shall submit a written request to the Employer no later than May 1<sup>st</sup> unless the request is three (3) successive workdays or less.

6.06 **An employee must submit a written request to the Employer by November 30<sup>th</sup> to carry over unused vacation into the next calendar year. Employees may carry over a maximum of two (2) weeks of vacation, up to eighty (80) hours for Public Works employees, and seventy-five (75) hours for Office employees. Requests to carry over additional vacation credits must be used by June 30<sup>th</sup> of the following calendar year and shall not be unreasonably denied.**

(a) Unless specifically given permission in writing, all other vacation credits must be utilized before December 31<sup>st</sup> of each calendar year.

(b) Upon completion of a six (6) month probation period, permanent employees may utilize vacation credits as they are accrued.

6.07 The Employer shall exercise its best efforts to grant the requested vacation period but retains the right to refuse any such request on reasonable grounds.

Permanent employees off work on disability shall be not entitled to any more than one (1) years vacation entitlement upon the employees return to the workplace.

**Employees on Workers' Compensation shall accrue vacation for the entire period of time in receipt of the benefit.**

6.08 Seasonal employees shall receive vacation pay in lieu of vacation on each pay period in the amount of four **percent (4%)** of gross pay for employees with less than three (3) years seniority and six **percent (6%)** of gross pay with three (3) years seniority. **Eight percent (8%) for employees with five (5) years, ten percent (10%) for 10 years, twelve percent (12%) for 15 years, and fourteen percent (14%) for employees with 20 years seniority.**

The above language does not prevent seasonal staff from being provided time off without pay upon request. All requests shall be dealt with on a case-by-case basis.

6.09 Employees with seniority that are hired into a permanent position shall have all years of service earned on any seniority list since their date of hire, used for the calculation of benefit entitlement including vacation entitlement.

## **ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

Definition: "Grievance" shall mean a difference between the parties to this Collective Agreement and employees bound by this Collective Agreement concerning its meaning, application, or alleged violation.

7.01 The parties to this Collective Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 Grievances properly arising under this Collective Agreement shall be adjusted and settled as follows:

Step 1: An employee shall, within ten (10) working days after the occurrence of the matter complained of, attempt to resolve the grievance through discussions with their immediate supervisor outside the bargaining unit, and if the matter is not settled to the employee's satisfaction within ten (10) subsequent working days, the employee may proceed with the grievance to the next Step.

Step 2: The aggrieved employee may, accompanied by a Union representative or the **Shop Steward**, present their grievance, which shall be reduced to writing to the **Chief Administrative Officer (CAO)**, who shall render a decision in writing within ten (10) working days. Should the matter not be settled to the employee's satisfaction, the employee may, within ten (10) working days, proceed with the grievance to the next Step.

Step 3: The Union Representative shall meet as soon as practical with the **Chief Administrative Officer (CAO)** to discuss the grievance. At this stage, either party may be accompanied by counsel.

7.03 If a final settlement of the grievance is not completed within ten (10) working days after the completion of Step 3, the Employer or the Union may request in writing, within twenty (20) working days, that the grievance be referred to arbitration in accordance with this Article.

7.04 The Employer or the Union may initiate a grievance at Step 2. The Union may initiate a grievance at Step 3 regarding a suspension without pay or dismissal.

7.05 Unless a grievance is initiated or a request to process a grievance from one Step to the next is made within the time stated above, the grievance shall be deemed to be settled on the basis of the Employer's reply at the previous Step. The time limits stated in Article 7.02 and Article 7.03 above may be extended by mutual consent of the parties in writing.

## Arbitration

- 7.06 Where either party requests a grievance be submitted to Arbitration, the request shall be made in writing and addressed to the other party. Grievances which are referred to Arbitration shall be heard by a single arbitrator. The Arbitrator appointed to the arbitration shall be mutually agreed to by both parties and shall be chosen from the *Manitoba Labour Board* Arbitrators list.
- 7.07 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.
- 7.08 The findings and decision of the Arbitrator in all arbitrable questions shall be binding and enforceable on all parties involved.
- 7.09 Each party agrees to be responsible for one-half (½) of the fees and proper expenses of the Arbitrator.
- 7.10 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances so that there shall be no interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- 7.11 It is intended by the parties that the Grievance and Arbitration Procedure in this Collective Agreement shall be in lieu of litigation in courts in any grievable matter, except in the case of enforcement of an arbitration award.

## **ARTICLE 8 – UNION REPRESENTATIVE AND SHOP STEWARDS**

- 8.01 The Union representative must seek and obtain permission from the Employer to interview employees, and such interviews shall be:
- (a) Carried on in a place designated by the Employer; and
  - (b) Held whenever possible during the lunch period.
- 8.02 However, if it is not possible to conduct an interview as set forth in Article 8.01, then an interview may take place during regular working hours, provided that any time taken shall not exceed ten (10) minutes without the Employer's approval, and that such an interview will be held at such time as to not interfere with service to the public.

- 8.03 The Union shall advise the Employer in writing of the election or appointment of a Shop Steward.
- 8.04 The Employer agrees to recognize the Shop Stewards for the purpose of assisting employees within their exclusive jurisdiction with a grievance.
- 8.05 The Employer shall recognize that a Shop Steward acts for the employees concerned and a Shop Steward shall not be discriminated against for expressing the wishes of the employees they represent.

## **ARTICLE 9 – STRIKES AND LOCKOUTS**

- 9.01 It is agreed by the Union that there shall be no strikes, picketing, sit-downs, slowdowns, or any stoppage or suspension of work during the term of this Collective Agreement, or while negotiations for renewal of this Collective Agreement are in progress. It is further agreed by the Union that it will not encourage or support any such action. It is further agreed by the Union that should any such collective action be taken; the Union shall instruct its members to carry out the provisions of this Collective Agreement and return to work and perform their duties in the usual manner.
- 9.02 It is agreed by the Employer that there shall be no lockouts during the term of this Collective Agreement or while negotiations for renewal of this Collective Agreement are in progress.

## ARTICLE 10 – LEAVE OF ABSENCES

### 10.01 Bereavement Leave

**Upon request, permanent and seasonal employees shall be granted five (5) days leave without loss of regular wages to arrange and attend the funeral, or to settle the estate of an immediate family member within one (1) year of death. Immediate family is defined in the event of the death of their spouse, domestic partner, co-habitant, father, mother, step-father, step-mother, sister, brother, son or daughter, step-daughter or step-son, and any other relative living with the employee who is dependent on the employee. The five (5) days may be taken over two (2) periods of time.** An additional two (2) days leave, without loss of regular wages, shall be granted to attend an immediate family members' funeral located out of town when the return trip distance exceeds five hundred (500) kilometers. Family member is defined as per above in this Article 10.01.

10.02 **Upon request, permanent and seasonal employees shall be granted up to three (3) days leave without loss of regular wages in the event of the death of their father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, and grandchild.** An additional two (2) days leave, without loss of regular wages, shall be granted to attend a funeral located out of town when the return trip distance exceeds five hundred (500) kilometers. Family member is defined as per above in this Article 10.02.

**Upon request, permanent and seasonal employees shall be granted up to one (1) day leave without loss of regular wages in the event of the death of their aunt or uncle.**

10.03 An employee shall be granted up to four (4) hours, without loss of regular wages, to attend the funeral of a close friend or relative not identified above.

10.04 Notwithstanding the above, an employee may apply in writing for such other or additional leave that may be granted or refused on a with or without pay basis at the discretion of the Employer, with the granting not to be unreasonably withheld.

### **10.05 Union Leave**

The Employer shall allow time off work, without pay, 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 that this can be done without cost to the Employer. The said time off shall not exceed seven (7) days per annum. To obtain such time off the employee must give the Employer fourteen (14) days notice in writing. Any employee who acts within the scope of this paragraph shall not lose their job or be discriminated against for so acting.

### **10.06 Maternity Leave / Parental Leave**

Every employee who has completed seven (7) consecutive months of employment with the Employer shall qualify for maternity leave benefits as per the *Employment Standards Code of Manitoba*.

### **10.07 Compassionate Care Leave**

**As per the Employment Standards Code of Manitoba.**

### **10.08 Pre-Retirement Leave**

- (a) Pre-retirement leave is for employees attending pre-retirement seminars sponsored by the Municipal Employees Benefits Program (MEBP) or attending any meeting with a financial planner for the purpose of determining retirement benefits.**
- (b) Employees will be eligible for this leave providing they meet one the following criteria:**
  - (i) Have been invited or received a letter from the Municipal Employees Benefits Program (MEBP) to attend a pre-retirement seminar; or**
  - (ii) Have obtained the age of sixty (60) in the current year of the requested leave.**
- (c) Employees qualifying under Section 11.09 (b) will be allowed a maximum of one (1) day per calendar year of paid leave.**

- (d) Employees qualifying under Section 11.09 (b) and requiring more than one (1) day per year of leave, may use any accumulated overtime or vacation leave, subject to operational requirements.**

#### **10.09 General Leave**

**The Employer may grant a leave of absence for a maximum of four (4) weeks without pay, and with ongoing accumulation of seniority, to any employee requesting such leave for a good and sufficient cause, such request shall be in writing. During said period of the leave of absence, although there shall be no loss of seniority, the Employer will not be expected to make any contribution toward the premium cost of group insurance of the employee, nor will the employee accumulate any sick leave or vacation entitlement for the said period.**

#### **10.10 Interpersonal Violence Leave**

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period in relation to the following purposes:

- (a) To seek medical attention for the employee or the child of the employee, including a step-child, foster child, or child under the employee's guardianship, in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.
- (b) To obtain services from a victim services organization for the employee or the child of the employee.
- (c) To obtain psychological or other professional counselling for the employee or the child of the employee.

- (d) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic or sexual violence.

The Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, with the consent of the concerned employee.

#### **10.11 Other Leaves**

**An employee may apply in writing for such other additional leave including other leaves identified in the *Employment Standard Code* of Manitoba, with or without pay, which leave may be granted or refused solely at the discretion of the Employer.**

#### **10.12 Elections or Voting**

**When necessary and as may be required to comply with the relevant legislation, employees shall be permitted up to three (3) clear hours off work with pay to cast their ballot in civic, provincial or federal elections.**

#### **10.13 Jury or Court Witness Duty**

**The Employer shall grant a leave of absence with pay and without loss of seniority to an employee summoned or subpoenaed as a court witness or called for jury duty providing the employee is not appearing as a witness in their own personal matter. The employee shall remit all witness fees, excluding payment for travel, meals and other expenses to the Employer and will present proof of service and the amount of pay received.**

- 10.14** Upon request an employee may be granted the opportunity to utilize Vacation / Banked Time for additional time when accessing time under the above noted articles.

## ARTICLE 11 – WORKPLACE HEALTH AND SAFETY

11.01 The Employer and employees all accept joint responsibility to maintain a safe working environment. It is understood and agreed that the Parties to this Collective Agreement shall at all times comply with all accident prevention regulations as established by applicable laws, and any refusal on the part of an employee to work in contravention of such regulations shall not be deemed to be a breach of this Collective Agreement.

### **Workplace Safety and Health Committee**

11.02 The parties shall establish a Joint Workplace Safety and Health Committee comprised of three (3) employee representatives, one (1) of whom must be a permanent employee, to be elected by the members of the bargaining unit, one of whom must be a Transfer Station employee, Administration, and Public Works. The committee shall meet from time to time as needed, but not less than four (4) times per year, to discuss and address issues relating to workplace safety, safety-related training for employees, and **other related matters.**

The Union and the Employer shall notify each other in writing of any changes in their respective representatives to this committee as such changes occur.

### **Safety Equipment and Clothing**

11.03 If special safety clothing or equipment is required **for any employee**, it shall be supplied by the **Employer** on a loan basis. The employee shall sign a receipt for **the items received. Employees** shall be responsible for loss of **such clothing and equipment, except for** normal wear and tear.

11.04 It is to the mutual advantage of both the Employer and the Union that employees do not operate vehicles or equipment which are not in safe operating condition. It is the duty of the employee to report promptly to the Employer, in writing, all defects in vehicles or equipment.

### 11.05 Public Works

(a) **The Employer shall supply** safety flash goggles, **safety vest, hard hats**, full-face mask, and respirators for grinding, welding, and other such work.

(b) Hip waders shall be supplied by the Employer when required.

- (c) All Welders shall receive goggles, gloves, welding helmet.
- (d) The Employer shall provide seven (7) shirts and pants, seven (7) coveralls, or a combination of both totaling seven (7), for the use of each employee, and shall provide for the reasonable weekly cleaning of same. Upon layoff, seasonal and / or casual staff shall return all of the clothing supplied under this clause. After layoff, the Employer agrees to have in stock coveralls for use by each employee for intermittent recall purposes and cover laundering costs. All coveralls owned by the Employer shall remain in the custody of the Employer at all times. Contract fees incurred to supply clothing that has not been returned will be assessed and recovered from the applicable seasonal and / or casual staff upon recall to work. Supplied clothing that is lost or misplaced shall be the responsibility of the staff person to replace and cover replacement costs. The Employer agrees to provide all Transfer Station, seasonal and permanent Public Works staff with individual lockers so that uniforms and personal affects can be securely stored.
- (i) The Employer shall supply each employee with work gloves and additional replacement gloves as the need occurs throughout the year.
- (ii) Each permanent, seasonal, and Transfer Station employee shall receive, once per year, an allowance to cover the cost of purchasing appropriate **CSA summer / winter** work boots as follows:
- **2025 – two hundred and fifty dollars (\$250.00) per year for every year of this Collective Agreement.**

## 11.06

- (a) If an employee **is unable to** travel to work **due to** a road closure by the applicable authority **as a result of** inclement weather, and notifies the Employer immediately by telephone, the employee's absence from work will be considered an approved leave for the purpose of **general** holiday eligibility under Article 5.01 (c). This does not apply if employee does not notify the Employer.
- (i) Within a reasonable time, if the road is opened three (3) hours or more before the end of the normal workday; or

(ii) The Employer provides transportation to and from the employee's residence.

(b) If (i) or (ii) apply to the absence for a day or part day, an employee may use accrued vacation or banked time to make up lost hours of work.

## **ARTICLE 12 – TOOLS**

12.01 No employee will be required to supply any tools, excepting as made a requirement of a licensed heavy-duty mechanic position.

12.02 The Employer is to supply all tools as required, excepting as made a requirement of a licensed heavy-duty mechanic position and heavy-duty mechanic apprentice.

12.03 Responsibility for normal wear and tear of tools supplied by the Employer, is accepted by the Employer on return of broken or worn tools.

12.04 Mechanics and Registered Apprentices shall receive a tool allowance of fifty cents (**0.50¢**) per hour excluding overtime. The tool allowance shall be paid on each regular payday and shall be designated as a separate item on the employee's payroll statement, separate and distinct from the employee's hourly base rate.

## **ARTICLE 13 – TECHNOLOGICAL CHANGE**

13.01 The provisions respecting technological change in the *Labour Relations Act* of Manitoba shall apply during the term of this Collective Agreement.

## **ARTICLE 14 – WAGES AND PAYMENT THEREOF**

14.01 **Wages shall be paid bi-weekly, on Fridays, by direct deposit.**

14.02 The Employer shall provide to all employees a separate slip or electronic equivalent indicating the dates of the pay period, the number of hours paid at regular time, the number of hours paid at overtime, **number of hours of banked time, number of stats in the banks**, other earnings, gross earnings, deductions and reasons therefore, net pay, and the names of the Employer and the employee.

## ARTICLE 15 – SENIORITY RIGHTS

15.01 Permanent employees shall earn seniority in accordance with their actual periods of continuous service in the permanent classification identified as Public Works, Environmental Health, or Office.

Casual employees shall not **accrue**/have seniority.

(a) **Internal Seasonal** employees hired into a **new** position shall be required to serve a **three (3)** month **trial** period from the date of hire into that position before obtaining permanent status **in that position**. **External** new employees' seniority shall be established on completion of a six (6) month continuous probationary period and will be effective from the date of hire. This period may be extended by sixty (60) working days if mutually agreed between the Employer and the Union.

(b) If an employee is found to be unsuited to the new position and cannot adapt, the Employer may, within the timeframe noted above, revert the employee to their former position. The employee may choose to revert to their former position within the same timeframe.

15.02 For part-time Office employees, including job share, fifteen hundred (1500) hours of service shall be considered one (1) years' service, and prorated accordingly for the purpose of determining benefits such as vacation with pay, sick leave, sick leave accumulation, and wage rates. Part-time Office employees shall retain seniority accrued while in full-time employment and continue to accrue seniority in accordance with the provisions listed above. No employee shall receive credit for more than one (1) year of service during any one (1) year period.

15.03 For Public Works seasonal employees and permanent part-time employees, one thousand eight hundred (1,800) hours of service shall be considered one (1) years' service. (Example: Nine hundred (900) hours equals point five (.5) years' seniority; six hundred (600) hours equals point three three (.33) years seniority). No employee shall receive credit for more than one (1) year of service during any one (1) year period.

(a) All seniority shall be stated in years of service to two (2) decimal places.

15.04 Public Works employees shall be laid off in the reverse order of their seniority providing the remaining employee(s) have the ability, skill, and qualifications to perform the remaining work. The names of employees laid off shall be placed on a recall list. Affected employees shall receive written notice of layoff not less than ten (10) working days prior to the date of the layoff.

- (a) Where the Employer recalls employees, the most senior qualified employee on the recall list shall be recalled first. Subject to Article 15.07, the Employer shall not hire new employees while current employees remain on layoff.

15.05 In the event of an Office layoff, employees shall be laid off in reverse order of seniority providing that their knowledge, skill, ability, **and** reliability are equal.

#### Seniority List

The Employer shall post the seniority list within thirty (30) days of the execution of this Collective Agreement and in the month of January of each year thereafter, sorted by seniority.

- (a) The seniority list shall contain the following information:

- (i) Name of employee;
- (ii) Classification; **and**
- (iii) Initial date of hire by the Employer.

- (b) There shall be three (3) separate seniority lists for:

- (i) Permanent employees – Public Works and Environmental Health.
- (ii) Seasonal employees – Public Works and Environmental Health.
- (iii) Clerks – Office:
  - i. Permanent; **and**
  - ii. Part-Time.

For the purpose of seniority – Public Works Clerks will be listed under the Public Works and Environmental Health lists.

For the purpose of vacancies, layoff, and recall the three (3) lists shall be treated as separate departmental seniority lists and it is understood that an employee from one group is not entitled to bump into the job of an employee in another group.

15.06 When the Employer determines that there is a vacancy or a promotion available within the bargaining unit, the Employer shall post a notice of same, for seven (7) days, on the bulletin board in each office to allow employees the opportunity to apply for said vacancy or promotion. **A copy of each vacancy posting shall be provided to the Union.** The Employer may concurrently post any vacancy externally with the expressed understanding internal applications are to be exhausted first. Seniority shall be the determining factor in filling a vacancy or promotion provided the applicant employee with the greatest seniority has the equal ability, skill and qualifications, and past performance evaluations, to perform the work in question. Where the vacancy or promotion is not filled by the current employee, the Employer shall fill such vacancy or promotion in any manner it deems appropriate. The Employer is not required to provide a training or familiarization period.

15.07 Seniority shall be considered broken and service terminated if the employee:

- (a) Resigns;
  - (b) Is discharged by the Employer and not reinstated through the Grievance and Arbitration procedure of this Collective Agreement;
  - (c) Has been laid off continuously for twelve (12) months;
  - (d) Fails to return to work on recall within five (5) calendar days of a registered letter being sent to last known address;
  - (e) Is absent from work without authorization for more than three (3) working days unless a reason satisfactory to the Employer is given;
- or**

- (f) Fails to return to work on the day specified in accordance with an approved leave of absence unless a reason satisfactory to the Employer is given.
  - (i) An employee who is successful for promotion to a full-time “Out of Scope” position and successfully completes a six (6) month probationary period and holds the position for an additional six (6) calendar months. Seniority shall continue to accrue during this period of time or during a temporary assignment to an “Out of Scope” position not to exceed twelve (12) months.

15.08 In January of each year, the Employer shall post seniority lists, to be updated annually with copies to be provided to the Union.

#### **ARTICLE 16 – WORKING CONDITIONS – PUBLIC WORKS**

16.01 Employees shall be entitled to a fifteen-minute rest period at the approximate midpoint in the morning and a fifteen (15) minute rest break at the approximate midpoint in the afternoon.

16.02 Adequate time will be allowed prior to quitting time for pickup of tools, parking, and shutting down equipment in a safe manner. Such time will be determined from time to time by the Employer.

16.03 The Employer shall supply heated, flush or chemical toilets, and wash-up facilities, and shall supply hand cleaners at the Employer’s garage.

16.04 All employees must possess and maintain a Class 5 driver’s license. The Employer reserves the right to require employees to provide a driver’s abstract upon request. Employees shall be responsible for the cost of one (1) driver’s abstract at time of hiring. The cost of any additional driver’s abstracts during the employee’s employment with the Employer shall be at the Employer’s expense.

16.05 Employees are required to maintain the class of driver’s license needed for their classifications job description.

16.06 As per the Employer’s Driver’s License Policy, all classifications require annual proof of a valid driver’s license. The Employer will continue its practice of assisting employees in driver’s license upgrades at no cost to the employee, up to a maximum of two (2) written and / or road tests.

16.07 As per the Employer's Driver's License Policy, employees must immediately inform the Public Works Manager or designate of any changes to the employee's driver's license status.

## **ARTICLE 17 – TERMINATION AND DISCIPLINE**

17.01 When an employee is disciplined in writing or terminated, the Employer shall, within five (5) working days, supply a written reason to the employee with a copy to be submitted to the Union.

17.02 Where the layoff(s) of permanent employee(s) is necessary, the Employer shall provide the Union with written notice not less than ten (10) working days prior to the date of the layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employee(s) affected.

17.03 Where the layoff(s) of seasonal employee(s) is necessary, the Employer shall not be required to provide notice to the affected employee(s), but such layoff(s) shall occur on a Friday.

17.04 In the case of seasonal employees being recalled after the seasonal layoff for work of a temporary nature, the layoff and recall provisions of this Collective Agreement shall not apply. The seasonal employee shall be paid in accordance with the classification of work which he is called out to perform for a minimum of three (3) hours.

17.05 In the case of a termination of the employment relationship by an employee, that employee shall provide the Employer the same notice as set forth under Articles 17.02 or Article 17.03, as is applicable.

## **ARTICLE 18 – CASE OF INJURY**

18.01 If an employee requires off-site medical attention, as a result of an injury sustained during the workday which necessitates no return to work on that day, then the injured employee shall be paid for the full shift.

18.02 The Foreperson or Employer's agent shall gather the injured employee's belongings and place them in the shop or office, whichever is applicable. The Employer will then be responsible for those belongings until they are removed from the site by a responsible person or until the owner returns to work.

## ARTICLE 19 – HOURS OF WORK AND OVERTIME

### 19.01 Public Works

- (a) Eight (8) hours shall constitute a normal workday, and forty (40) hours a normal work week, Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m., which includes a one-half (½) hour unpaid lunch break. However, it is recognized that in order to maintain operations of the **Employer**, the hours of work may be adjusted. The Employer agrees to act reasonably in this regard. The Employer agrees that work will only be scheduled on a Tuesday through Saturday when deemed necessary to achieve maximum efficiencies.
- (b) Rearrangement of work shifts may be required from time to time. Whenever possible eight (8) hours of notice shall precede such shift rearrangement. However, the break period between "overtime work" and the next regular shift is less than eight (8) hours, the Employer may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight (8) hour break. In such situations, any employee so affected shall receive their full salary for the shift.
- (c) Environmental Health:
  - (i) Eight (8) hours shall constitute a normal workday and forty (40) hours a normal work week. Due to the nature of their duties, regular shifts will include weekends.

### 19.02 Condensed Work Week

The Employer may utilize a condensed work week:

- (a) For the Public Works Department during the period May 1<sup>st</sup> to October 31<sup>st</sup> of each year; **and**
- (b) For the Environmental Health Department during the period from April 1<sup>st</sup> to October 31<sup>st</sup> of each year.

Such work shall be performed as follows:

- (a) The Employer shall provide written notification to the Union and the affected employees not less than two (2) weeks prior to the implementation of a condensed work week.

- (b) Four (4) days per week, ten (**10**) hours per day, Public Works 7:00 a.m. to 5:00 p.m. and Environmental Health 9:00 a.m. to 7:00 p.m., with a twenty (20) minute paid lunch break.
- (c) A condensed work week schedule shall be posted in the Public Works Department identifying which shift Public Works employees shall be assigned for the season.
- (d) Environmental Health Employees' shift schedules will be rotational and posted two weeks in advance.
- (e) Employees shall be entitled to exchange shifts provided both employees are qualified to perform the work required, the shift change does not result in overtime, and is approved in advance by the Employer.
- (f) Should **the Employer's** operations require a change to one or more condensed work week schedule(s) identified in Article 19.01 (c), said change(s) shall be made in reverse order of seniority provided the affected employee(s) is qualified to perform the work required.
- (g) In the case of a condensed work week, ten (10) hours per day shall be the recognized daily hours for the purpose of overtime.
- (h) If a holiday occurs during a condensed work week, the work week shall be reduced by ten (10) hours with pay for all employees on the condensed work week.
- (i) The Employer may extend the condensed work week up to November 15<sup>th</sup>, upon written notification to the Union and the affected employees not less than two (2) weeks prior to October 31<sup>st</sup>.

### 19.03 Premium Rates

#### For Permanent and Seasonal Employees:

- (a) If more than the recognized daily or weekly hours are worked in a day or week, such overtime shall be paid at the rate of time and one-half (1½).
- (b) All time worked on Sunday shall be paid at the rate of double time (2x), excluding the Environmental Health Department.

- (c) All time worked on a **general** holiday, or the day that constitutes the **general** holiday (but not both), as specified in Article 5, shall be paid at the rate of double time (2x). Employees who work on a **general** holiday, or the day that constitutes the **general** holiday (but not both), shall receive in addition any holiday pay to which they are entitled under Article 5. This clause does not apply to voluntary duties, example: Canada Day Parade.

19.04 Overtime shall be distributed equally among employees who normally perform the required work. However, in order to maintain continuity and efficiency, the Employer may authorize overtime to an employee who has been involved directly in a specific project. Employees who refuse overtime shall have the hours documented as if they had accepted.

19.05 For permanent and seasonal employees:

- (a) The Employer shall make every reasonable effort, consistent with past practice, to provide all Public Works employees with forty (40) hours of employment per week. However, this Article shall not be interpreted as a guarantee of employment.
- (b) The Employer shall make every reasonable effort to provide seasonal Public Works employees with twenty-four (24) weeks of employment during the period of seasonal work (May 1<sup>st</sup> through October 31<sup>st</sup> of each year).

19.06 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.

19.07

- (a) When an employee works overtime, they shall have the option of being paid for the overtime or accumulating such overtime **at the appropriate rate of pay calculation** to a **refillable bank**, to a maximum of eighty (80) hours. **If at anytime the refillable bank exceeds eighty (80) hours, it shall automatically be paid out.** If no request is made by the employee to bank overtime, then payment shall be made at the rate specified in this Article.

(b) Banked time may only be taken at a time mutually agreed between the Manager of Public Works Department or designate and the employee. In cases where time off is not arranged prior to November 30<sup>th</sup>, then payment shall be made prior to December 31<sup>st</sup> at the rate at which the overtime was worked.

19.08 Where scheduled overtime work in conjunction with a normal workday exceeds three (3) hours in any day for an employee, the employee will be entitled to a fifteen (15) minute paid meal break after the third (3<sup>rd</sup>) hour. Where unscheduled overtime work in conjunction with a normal workday exceeds three (3) hours, the Employer shall provide the employee with a hot meal or a fifteen dollar (\$15.00) meal allowance, and the employee shall be entitled to a paid twenty (20) minute meal break.

19.09 Once a shift has started in any one day, a more senior employee cannot exercise seniority privileges to change assignments. The Employer will assign work and equipment based on available equipment, training requirements, and skill set for the task.

#### Office Staff

19.10 Administrative Office Classifications shall work **seven and a half (7.5)** hours per day, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

#### 19.11 Lunch Break

Each employee shall be entitled to a one-half ( $\frac{1}{2}$ ) hour unpaid meal break at midday.

#### 19.12 Rest Period

Each employee shall be entitled to a fifteen (15) minute rest period in the morning and in the afternoon.

#### 19.13 Overtime

If employees work more than the recognized daily hours, as stated in Article 19.10 above, they shall be paid for at the rate of one and one-half times ( $1 \frac{1}{2} x$ ) the employee's regular straight time rate of pay.

19.14 All hours worked on Saturdays shall be paid at the rate of one and one-half times ( $1 \frac{1}{2} x$ ) the employee's regular straight time rate of pay.

19.15 All hours worked on Sundays, and **general** holidays shall be paid at the rate of two times (2x) the employee's regular straight time rate of pay.

19.16 The Employer shall make every reasonable effort to provide employees with **thirty-seven and a half (37.5)** hours of employment per week.

19.17 An employee who is called back to work and works outside of their regular working hours, shall be paid a minimum of three (3) hours at overtime rates.

19.18

(a) If a full-time employee works overtime, they shall have the option of being paid for the overtime or accumulating such overtime **at the appropriate rate of pay calculation** to a maximum of **seventy-five (75)** refillable hours. If no request is made by the employee to bank overtime, then payment shall be made at the rate specified in this Article.

(b) Banked time may only be taken at a time mutually agreed between the **Chief Administrative Officer (CAO)** and the employee. In cases where time off is not arranged prior to November 30<sup>th</sup>, then payment shall be made prior to December 31<sup>st</sup> at the rate at which the overtime was worked.

## **ARTICLE 20 – TRANSPORTATION AND TRAVELLING EXPENSE**

20.01 If an employee is required by the **Employer** to utilize their own vehicle outside of the purposes of reporting to their place of assignment, the Employer shall pay for each kilometer traveled an amount consistent with the applicable Council Indemnity By-law for kilometres.

20.02 All travel on behalf of the Employer shall be undertaken on the most direct route reasonably possible.

20.03 An itemized list of any claims under this Article shall be submitted by the employee on the applicable claim form.

20.04 Employees shall be entitled to reimbursement of expenses incurred when travelling inside or outside the boundaries of the Municipality on Municipal business as follows:

- (a) Total cost of room rental;
- (b) The Employer shall pay all meal allowances consistent with the applicable Council Indemnity Bylaw for meals;
- (c) The Employer shall pay for each kilometre traveled, an amount consistent with the applicable Council Indemnity Bylaw for kilometers; **and**
- (d) Parking expenses as per receipts submitted.

20.05 A designated full-time or part-time employee required (Legislative Clerk 1) to use their personal vehicle to perform mail pick-up and drop-off or banking on behalf of the Employer shall be entitled to one-half (½) hour off with pay to be used at the end of the day, in lieu of reimbursement of travel expenses as per Article 20.01. In case of meal pick-up and / or other Municipal business, **Office employees shall be allowed the option to use a Municipal vehicle in the winter, should they choose, or their own vehicle and** will be reimbursed in accordance with Article 20.01. Employees will be allowed to bank all mileage with payment taking place in the first pay period of December of each year. The employer reserves its right to organize / schedule such travelling time to limit the number of employees away from the office due to travelling time.

20.06 An itemized list of any claims under this Article shall be submitted by the employee with the applicable time sheet.

## **ARTICLE 21 – HEALTH AND WELFARE**

### Health and Welfare Plan

21.01

- (a) For permanent and seasonal employees, the Employer agrees to provide health and welfare benefits in its present form or no less beneficial form on a **fifty-fifty (50/50)** cost-shared for employees in the bargaining unit. (For new employees, benefit payments shall begin on the first day of the third month of employment).

- (b) The Employer will establish a Health Spending Account (**HSA**) of **four hundred dollars (\$400.00)** per permanent and permanent part-time employee, and **two hundred dollars (\$200.00)** per seasonal employee, who has attained seniority as per Article 15, each year of the Collective Agreement. **The Health Spending Account (HSA)** is to be utilized for topping up current Health Plan Benefits **including Dental and Vision** and cannot be carried over from one year to the next year. The Health Care Benefit plan shall be used as the criteria for eligible claims.

21.02 The parties agree that the Employer may enroll persons who are outside the scope of the bargaining unit in the Operating Engineers Health and Welfare Plan.

21.03 Seasonal and part-time employees shall be entitled to continue coverage in the Health and Welfare Plan through periods in which they are not working for the Employer provided:

- (a) They pay the full cost of coverage; and
- (b) They make the necessary arrangements with the Employer for submission of these monies in accordance with the terms of the said Health and Welfare Plan.

#### Sick Leave

21.04

- (a) For permanent employees, sick leave shall be accumulated at the rate of one (1) day per month of employment to a maximum of **one hundred and twenty (120) days**.
- (b) For seasonal employees, sick leave shall be accumulated at the rate of **one (1) day per month to a maximum of forty (40) days. This clause is not applicable to overtime hours.**
- (c) Sick leave shall not accumulate while an employee is on sick leave **in excess of five (5) days**, layoff, or disability.
- (d) Casual and student employees shall not accumulate sick leave.

21.05 Employees shall have the option of utilizing accumulated sick leave as follows:

- (a) If an employee is required to be absent due to medical reason or injury making it unreasonable for the employee to attend work, and where the employee has taken all reasonable steps to inform the Employer promptly of the anticipated absence, including telephoning their direct supervisor and advising them of this prior to the start of the employee's shift, sick leave credits may be used until they are exhausted, and if the employee is still unable to attend work, sick leave without pay may be granted.

21.06 **Wellness Days – BEGINNING IN 2026**

**Permanent employees may request up to three (3) paid wellness days per calendar year for personal well-being. Approval of wellness day requests are subject to operational requirements and the Employer discretion. Requests should be submitted in advance whenever feasible.**

**Wellness days are calculated based on the employee's standard workday hours, with Public Works employees entitled to 8 hours per day totalling 24 hours annually, and Office Staff entitled to 7.5 hours per day totaling 22.5 hours annually. Seasonal employees may request wellness days equivalent to 1.5 days, totaling 12 hours per calendar year.**

**Permanent employees who have demonstrated responsible use of sick leave, with no excessive or unsubstantiated sick leave usage in the previous calendar year, may be eligible for two additional paid wellness days as an incentive. Seasonal employees may be eligible for one paid wellness day as an incentive. The determination of eligibility will be at the Employer's discretion.**

21.07 Notwithstanding Article 21.09, for an emergency illness of a family member listed in Article 10.01, an employee shall be granted leave with pay to a maximum of five (5) days to be charged against the employee's sick leave credits. If the employee has no sick leave credits, the leave shall be unpaid.

21.08 The Employer shall inform an employee once per year, in writing, of the amount of sick leave to their credit.

21.09 Leave of absence for reasons other than medical or injury shall not entitle an employee to use their sick leave benefits. Maternity or Parental Leave shall not qualify as medical reason or injury.

21.10 Unused sick leave credits shall not be paid to an employee at any time unless the employee is absent from work due to medical reason or injury.

21.11

(a) Any employee who is absent due to medical reason or injury for more than **three (3) consecutive** days at any one time, or six (6) days in any one year, may be required to provide a medical certificate verifying same upon his return to work. The cost of providing any such report shall be reimbursed by the Employer.

(b) Abuse of sick leave shall result in disciplinary action.

21.12 Employees shall be entitled to use accumulated sick leave credits for the purpose of attending **routine** medical or dental appointments, with each occurrence to be limited to two (2) hours inside the boundaries of the Rural Municipality of Lac du Bonnet. Employees attending medical or dental appointments outside the boundaries of the Rural Municipality of Lac Du Bonnet shall be entitled to use accumulated sick leave credits equivalent to one (1) day to a maximum of four (4) occurrences per year.

In the case of the Compressed Work Week one (1) day constitutes ten (10) hours.

### Pension Plan

21.13 As a condition of employment and after six (6) months, employees shall participate in the Municipal Employees Benefits Program (M.E.B.P.) Pension Plan, with the cost to be borne equally by the employee and the Employer.

21.14 Seasonal and part-time employees shall be entitled to the Municipal Employees Benefits Program (M.E.B.B.) Pension Plan, with the cost to be borne equally by the employee and the Employer, effective January 1<sup>st</sup>, 1989, subject to the eligibility requirements of those plans.

## Medical Examination

- 21.15 Where employees are required to have a Class 1 or Class 3 driver's license, the Employer will pay for the physical examination and medical certificate as required with a medical practitioner and upon the employee producing a medical certificate, they will be **allowed to use their sick leave** for actual time spent taking the physical examination **including travel time to and from the medical appointment.**
- 21.16 Where the Employer has reasonable grounds to believe that an employee is not physically capable of performing the duties normally assigned to them, the Employer may require the employee to take a physical examination with a **qualified medical practitioner as mutually agreed upon by the Union and the Employer.**
- 21.17 Whenever possible employees shall endeavor to schedule medical appointments on scheduled days off.

## **ARTICLE 22 – JOINT CONFERENCE COMMITTEE**

- 22.01 In consideration of the mutual benefits likely to be obtained by way of more harmonious relationships between the Employer and the Union, a Joint Conference Committee shall be established.
- 22.02 The Committee shall consist of not more than three (3) members from each side. This Committee shall meet at intervals deemed necessary by the parties to this Collective Agreement and shall be authorized to investigate, assess, and recommend solutions to the various problems. It is understood and agreed that meetings shall take place outside regular working hours and shall be without pay.

## ARTICLE 23 – WAGES RATES AND CLASSIFICATIONS

### 23.01 Public Works

| CLASSIFICATION   | January 1,<br>2025<br>(4.00%) | January 1,<br>2026<br>(3.75%) | January 1,<br>2027<br>(3.75%) |
|--|-------------------------------|-------------------------------|-------------------------------|
| Lead Mechanic  | \$38.46                       | \$39.90                       | \$41.40                       |
| Licensed Heavy Duty Mechanic / Welder  | \$36.38                       | \$37.74                       | \$39.16                       |
| <b>Heavy Duty Mechanic Apprentice</b><br><i>\$16 Minimum Wage as of October 1, 2025</i><br><i>If any of the GWI rates are below the mandatory minimum, then we use the mandatory minimum</i> |                               |                               |                               |
| Level 1 (150% x min wage \$16)   | \$24.00                       | \$24.90                       | \$25.83                       |
| Level 2 (170% x min wage \$16)   | \$27.20                       | \$28.22                       | \$29.28                       |
| Level 3 (190% x min wage \$16)   | \$30.40                       | \$31.54                       | \$32.72                       |
| Level 4 (200% x min wage \$16)   | \$32.74                       | \$33.97                       | \$35.24                       |
| Wastewater Operator<br>Level 1 (Certified)   | \$31.86                       | \$33.05                       | \$34.29                       |
| <b>Civil Engineer Technologist Student</b>   |                               |                               |                               |
| Level 1  | \$25.76                       | \$26.73                       | \$27.73                       |
| Level 2  | \$26.95                       | \$27.96                       | \$29.01                       |
| Level 3  | \$28.10                       | \$29.15                       | \$30.25                       |
| Permanent CET  | \$31.86                       | \$33.05                       | \$34.29                       |
| Foreman  | \$33.50                       | \$34.75                       | \$36.06                       |
| Seasonal Foreman   | \$32.47                       | \$33.69                       | \$34.95                       |
| Operator I<br>(Road Allowance Mowers, Tractors)  | \$26.56                       | \$27.56                       | \$28.59                       |
| Operator II (Class 3 license required)<br>(Loader, Dozer, Tandem, Skid Steers, Bin Truck)  | \$28.36                       | \$29.42                       | \$30.53                       |
| Operator III (Class 1 license required)<br>(Semi, Low-bed, Belly Dump)   | \$30.15                       | \$31.28                       | \$32.45                       |
| Operator IV<br>(Grader, Excavator)   | \$31.94                       | \$33.14                       | \$34.38                       |
| Building Maintenance Labourer  | \$26.82                       | \$27.83                       | \$28.87                       |
| Labourer<br>(Zero-turn Mower)  | \$23.88                       | \$24.77                       | \$25.70                       |

| <b>CLASSIFICATION</b>   | <b>January 1,<br/>2025<br/>(4.00%)</b> | <b>January 1,<br/>2026<br/>(3.75%)</b> | <b>January 1,<br/>2027<br/>(3.75%)</b> |
|---|--|--|--|
| <b>Summer Student</b><br><i>(Inc Zero Turn Mower)</i>                         | <b>\$22.96</b>                         | <b>\$22.96</b>                         | <b>\$22.96</b>                         |
| <b><u>Transfer Station Attendants</u></b>                                     |  |  |  |
| <b>Attendant I</b>  | <b>\$23.88</b>                         | <b>\$24.77</b>                         | <b>\$25.70</b>                         |
| <b>Attendant II</b>   | <b>\$26.30</b>                         | <b>\$27.29</b>                         | <b>\$28.31</b>                         |
| <b>Attendant III</b> <i>(\$1.00 over Attendant II)</i>                        | <b>\$27.30</b>                         | <b>\$28.29</b>                         | <b>\$29.31</b>                         |
| <b><u>Public Works Clerk</u></b>  |  |  |  |
| <b>Start Rate</b> <i>(GWI is applied Jan 1 of each year of the Agreement)</i> | <b>\$25.97</b>                         | <b>\$26.94</b>                         | <b>\$27.95</b>                         |
| <b>Incentive Pay Level 1</b> <i>(start rate + 3%)</i>                         | <b>\$26.75</b>                         | <b>\$27.75</b>                         | <b>\$28.79</b>                         |
| <b>Incentive Pay Level 2</b> <i>(level 1 + 3%)</i>                            | <b>\$27.55</b>                         | <b>\$28.58</b>                         | <b>\$29.66</b>                         |
| <b>Incentive Pay Level 3</b> <i>(level 2 + 3%)</i>                            | <b>\$28.38</b>                         | <b>\$29.44</b>                         | <b>\$30.54</b>                         |
| <b>Incentive Pay Level 4</b> <i>(level 3 + 3%)</i>                            | <b>\$29.23</b>                         | <b>\$30.32</b>                         | <b>\$31.46</b>                         |

## 23.02 Office Staff

| CLASSIFICATION   | January 1,<br>2025<br>(4.00%) | January 1,<br>2026<br>(3.75%) | January 1,<br>2027<br>(3.75%) |
|--|-------------------------------|-------------------------------|-------------------------------|
| <b><u>Administrative Clerk</u></b><br><i>(Same responsibilities / job description as Legislative Clerk 1)</i>                        |                               |                               |                               |
| <b>Start Rate</b> <i>(GWI is applied Jan 1 of each year of the Agreement)</i>  | \$22.62                       | \$23.47                       | \$24.35                       |
| <b>Incentive Pay Level 1</b> <i>(start rate + 3%)</i>  | \$23.30                       | \$24.17                       | \$25.08                       |
| <b>Incentive Pay Level 2</b> <i>(level 1 + 3%)</i>   | \$24.00                       | \$24.90                       | \$25.83                       |
| <b>Incentive Pay Level 3</b> <i>(level 2 + 3%)</i>   | \$24.72                       | \$25.64                       | \$26.61                       |
| <b>Incentive Pay Level 4</b> <i>(level 3 + 3%)</i>   | \$25.46                       | \$26.41                       | \$27.40                       |
| <b><u>Senior Clerk</u></b><br><i>(Same responsibilities / job description as Accounts Payable &amp; Receivable Administrator)</i>    |                               |                               |                               |
| <b>Start Rate</b> <i>(GWI is applied Jan 1 of each year of the Agreement)</i>  | \$25.97                       | \$26.94                       | \$27.95                       |
| <b>Incentive Pay Level 1</b> <i>(start rate + 3%)</i>  | \$26.75                       | \$27.75                       | \$28.79                       |
| <b>Incentive Pay Level 2</b> <i>(level 1 + 3%)</i>   | \$27.55                       | \$28.58                       | \$29.66                       |
| <b>Incentive Pay Level 3</b> <i>(level 2 + 3%)</i>   | \$28.38                       | \$29.44                       | \$30.54                       |
| <b>Incentive Pay Level 4</b> <i>(level 3 + 3%)</i>   | \$29.23                       | \$30.32                       | \$31.46                       |
| <b><u>Legislative Payroll Clerk</u></b><br><i>(Same responsibilities / job description as Payroll Administrator / HR Specialist)</i> |                               |                               |                               |
| <b>Start Rate</b> <i>(GWI is applied Jan 1 of each year of the Agreement)</i>  | \$27.34                       | \$28.37                       | \$29.43                       |
| <b>Incentive Pay Level 1</b> <i>(start rate + 3%)</i>  | \$28.16                       | \$29.22                       | \$30.31                       |
| <b>Incentive Pay Level 2</b> <i>(level 1 + 3%)</i>   | \$29.01                       | \$30.09                       | \$31.22                       |
| <b>Incentive Pay Level 3</b> <i>(level 2 + 3%)</i>   | \$29.88                       | \$31.00                       | \$32.16                       |
| <b>Incentive Pay Level 4</b> <i>(level 3 + 3%)</i>   | \$30.77                       | \$31.93                       | \$33.12                       |
| <b><u>Municipal Officer</u></b><br><i>(Same responsibilities / job description as Legislative Clerk 3)</i>                           |                               |                               |                               |
| <b>Start Rate</b> <i>(GWI is applied Jan 1 of each year of the Agreement)</i>  | \$29.58                       | \$30.69                       | \$31.84                       |
| <b>Incentive Pay Level 1</b> <i>(start rate + 3%)</i>  | \$30.46                       | \$31.61                       | \$32.79                       |
| <b>Incentive Pay Level 2</b> <i>(level 1 + 3%)</i>   | \$31.38                       | \$32.56                       | \$33.78                       |
| <b>Incentive Pay Level 3</b> <i>(level 2 + 3%)</i>   | \$32.32                       | \$33.53                       | \$34.79                       |
| <b>Incentive Pay Level 4</b> <i>(level 3 + 3%)</i>   | \$33.29                       | \$34.54                       | \$35.83                       |

| CLASSIFICATION  | January 1,<br>2025<br>(4.00%) | January 1,<br>2026<br>(3.75%) | January 1,<br>2027<br>(3.75%) |
|---|-------------------------------|-------------------------------|-------------------------------|
| <b><u>Finance Officer / Administrative Supervisor</u></b>   |                               |                               |                               |
| Start Rate ( <i>GWI is applied Jan 1 of each year of the Agreement</i> )  | \$34.77                       | \$36.07                       | \$37.42                       |
| Incentive Pay Level 1 ( <i>start rate + 3%</i> )  | \$35.81                       | \$37.15                       | \$38.55                       |
| Incentive Pay Level 2 ( <i>level 1 + 3%</i> )   | \$36.88                       | \$38.27                       | \$39.70                       |
| Incentive Pay Level 3 ( <i>level 2 + 3%</i> )   | \$37.99                       | \$39.42                       | \$40.89                       |
| Incentive Pay Level 4 ( <i>level 3 + 3%</i> )   | \$39.13                       | \$40.60                       | \$42.12                       |
| Incentive Pay Level 5<br><i>Incumbent is grandfathered</i><br><i>Increase is half of GWI</i><br><i>2025 – 2.00%</i><br><i>2026 – 1.86%</i><br><i>2027 – 1.86%</i> | \$41.54                       | \$42.32                       | \$43.11                       |
| <b><u>Planning Assistant – NEW</u></b>  |                               |                               |                               |
| Start Rate ( <i>GWI is applied Jan 1 of each year of the Agreement</i> )  | \$25.97                       | \$26.94                       | \$27.95                       |
| Incentive Pay Level 1 ( <i>start rate + 3%</i> )  | \$26.75                       | \$27.75                       | \$28.79                       |
| Incentive Pay Level 2 ( <i>level 1 + 3%</i> )   | \$27.55                       | \$28.58                       | \$29.66                       |
| Incentive Pay Level 3 ( <i>level 2 + 3%</i> )   | \$28.38                       | \$29.44                       | \$30.54                       |
| Incentive Pay Level 4 ( <i>level 3 + 3%</i> )   | \$29.23                       | \$30.32                       | \$31.46                       |

**23.03** Where classifications are not specified, the Employer has the right to create a new classification and assign an interim wage rate. The Employer will notify the Union in writing of their intent to create a new classification, and the proposed interim wage rate. The Union shall respond within seven (7) days of being served the Notice of Intent. If, within fourteen (14) calendar days of commencement of negotiations, or such longer period as may be mutually agreed upon between the parties, the matter is not resolved, it may be submitted and resolved in accordance with the Grievance Procedure.

**23.04** The Employer has the right to assign any employee to duties in a classification lower than the employee's normal classification, including general duties. An employee shall be paid the wage rate for their normal classification while performing duties in a lower classification.

## ARTICLE 24 – TRAINING AND DEVELOPMENT

The Employer maintains that its greatest resource is our employees. As such we are committed to training and educating our Employee Groups to ensure they are successful with their careers while employed with the Employer.

24.01 The Employer shall pay an amount per hour for each hour worked by each employee covered by this Collective Agreement and shall submit the said amount to the I.U.O.E. Local 987 Training/Industrial Promotion Trust Fund on the following basis:

- Fifteen cents (15¢) per hour.

The Employer will submit these monies to the I.U.O.E. Local 987 Training/Industrial Promotion Trust Fund, c/o Coughlin & Associates, Box 764, Winnipeg, MB R3C 2L4. Contributions will be submitted by the fifteenth (15th) day of the month following the month in which the hours were worked and at no time will the Training Trust Fund contributions be paid directly to the employee.

Employees covered under this collective agreement will have access to E-learning training provided by OETIM, reimbursement of tuition for preapproved courses required for employment with the employer and be eligible to apply for training at the International Training and Conference Centre for the term of this agreement without renewal unless mutually agreed upon by the parties.

24.02 For Office employees, the Employer shall pay course fees upfront subject to the payment being made only once per course, per full-time or part-time employee. The employee will be responsible for subsequent course fees if unsuccessful at a particular level. If the employee registers for a different course the following year those registration fees will be paid upfront by the Employer.

**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 if the exam or seminar is during the hours of operation.**

Upon presentation of a passing grade for each course successfully completed of the University of Manitoba Continuing Education Division Manitoba Municipal Administrators' Certificate Program (6 course program), the Employer will provide a bonus of two hundred dollars (\$200) per course to a maximum of two (2) courses per year. Courses in addition to those included in the University of Manitoba Continuing Education Division Manitoba Municipal Administrators' Certificate Program, may qualify under the provisions of Article 24.02 provided the Employer has authorized the course in advance.

24.03 When an **Office** employee (whom possesses the necessary skills and qualifications) is assigned to act temporarily in a higher rated position **within the scope of this Agreement**, the employee shall receive the minimum salary step for the higher rated position immediately. An employee shall be deemed acting if the majority of the duties and responsibilities performed justify and are compatible with the higher rated position.

24.04 Office employees and Public Works Clerks are eligible for incentive pay increments on the basis of merit. For this purpose, each employee shall be rated on job performance prior to the end of each year after one (1) year of service. Increments shall be awarded based on satisfactory work performed by the employee during the previous year and upon approval of the immediate Out of Scope Supervisor. Increments awarded shall take place in the first pay period of the year. (The criteria for such ratings shall be shared with the employee and Union).

(a) Each employee will be rated on job performance prior to the end of the year. These ratings will be the basis of awarding increments and of determining the employee's eligibility for promotion, along with job or aptitude test, etc. where applicable. In all cases the Employer will meet with the employee to review the performance rating.

(b) If the employee's general rating is unsatisfactory the Employer will discuss the matter with the employee with a view of improving the employee's job performance.

- (c) Nothing shall prevent the Employer from promoting an employee to a higher incentive pay level earlier than the timelines stated above, provided the employee, in the opinion of the Employer, demonstrates all the skills necessary.
- (d) An employee promoted to a different classification shall be red circled at their current classification pay level until they achieve an incentive pay level within the new classification with a higher rate of pay. This shall not apply where employees are being reasonably accommodated.

**24.05 A training premium of two dollars (\$2.00) per hour to any Public Works employee assigned to provide specific training to other employees, provided the training is not included in their job description.**

#### **ARTICLE 25 – CONTRACTING OUT**

25.01 The Employer agrees that it will continue its past practice of providing maximum employment to the employees. The Employer further agrees that it will not reduce the number of employees by contracting out. The Employer shall continue its past practice of contracting out certain work where the Employer does not own the necessary equipment or have the necessary expertise.

#### **ARTICLE 26 – GENERAL CLAUSE**

26.01 All provisions of this Collective Agreement are subject to the applicable law now or hereafter in effect. If any statute, proclamation or regulation now existing or hereafter enacted shall invalidate or disallow any portion of this Collective Agreement, the entire Collective Agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence.

The parties shall attempt to agree on a replacement provision. If there is no agreement between the parties on this issue, the matter shall be resolved by Arbitration. In determining the wording of the replacement term, the arbitrator shall ensure that the replacement provision resembles as closely as possible the provision it is replacing.

26.02 The Union shall be responsible for printing accurate copies of this Collective Agreement and shall provide, as requested in writing by the Employer, copies for the Employer and for the Employer to distribute to all new employees, which the Employer undertakes to do.

## **ARTICLE 27 – DEFINITIONS**

### 27.01 Definitions:

- (a) “Employee”: a person who is employed **in a classification that falls within the scope of this Collective Agreement.**
- (b) “Permanent Employee”: full-time employees hired to work year-round.
- (c) “Part-time Employee”: a person who is employed for less than full time hours on a regularly scheduled basis.
- (d) “Seasonal Employee”: an employee hired to work for a fixed period of time each year, and typically working the normal hours of work as set forth in Article 19.01 (a) or 19.01 (b). Seasonal employees shall be subject to seasonal layoff and recall as work requirement dictate.
- (e) “Casual Employee”: a person who is employed from time to time for irregular, infrequent hours or as a short-term, temporary replacement. Casual employees shall not accumulate seniority pursuant to the provision of Article 15.
- (f) “Probationary Employee”: an employee who is in the process of fulfilling their initial probation period specified in Article 15.01 (a).
- (g) “Summer Student Employee”: a person enrolled in secondary or post-secondary schooling who is employed during the months of May, June, July, and August, or a portion thereof. Summer Student employees shall not accumulate seniority pursuant to Article 15.
- (h) “The Employer”: Council as a whole, and / or the **Chief Administrative Officer (CAO)**, and / or **other out of scope positions.**

- (i) "Repair": any activity a seasonal employee(s) is assigned to, involving the use of tools (including welding), to prevent or in response to a mechanical breakdown of municipal equipment, not including routine maintenance and / or the alteration of equipment from one season to another.
- (j) "Routine Maintenance": but is not limited to cleaning, changing of oil, greasing of moving parts, replacement of filters, sharpening of blades, changing of tires, and the installation and removal of specialized equipment. Routine maintenance of municipal equipment, as outlined above, is the responsibility of the seasonal or full-time employee assigned to operate said municipal equipment and the performance of such duties shall be paid at the appropriate operator rate. Any seasonal employee(s) assigned to help said seasonal or full-time employee with any routine maintenance on said municipal equipment shall be paid at the Labourer rate. (It is agreed between the parties that due to the nature of the work involved in the safe installation and removal of the wings on a grader and the safe installation and removal of truck plows for snow removal, two seasonal employees are required to perform said tasks and both shall be paid the Operator rate. The changing of a blade on a grader requires only one seasonal employee at Operator rate and a helper at Labourer rate to perform the task safely).
- (k) "Mechanical Breakdown": a defect that hampers the normal safe, effective and efficient operation of equipment.
- (l) "Helper": any activity a seasonal employee is assigned to assist another employee, who has been assigned the responsibility to the repair and/or maintenance of municipal equipment. Seasonal employee(s) assigned to assist employee(s) repair and/or maintain municipal equipment shall be paid at the Labourer rate.
- (m) "Seniority Date": the **original** date an employee establishes in a particular work classification group as outlined in Article 15.03.
- (n) "Public Works": an employee working in the Public Works, Environmental Health, Transfer Station Gate Attendants, Civil Engineering Technologist, and Public Works Clerks.

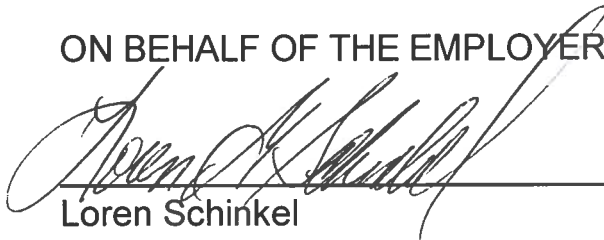
**ARTICLE 28 – EFFECTIVE DATE AND DURATION OF AGREEMENT**

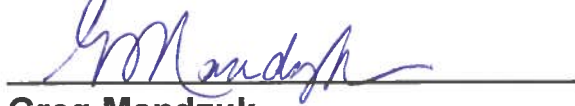
28.01 This Collective Agreement shall remain in full force and effect from **January 1<sup>st</sup>, 2025** to **December 31<sup>st</sup>, 2027**, and thereafter from year to year unless either party hereto, not less than thirty (30) days and not more than one hundred and twenty (120) days before the expiry date of this Collective Agreement, gives notice in writing to the other party to negotiate a revision thereof.


This Agreement shall only be retroactive as to wages for hours worked.

Signed this 19<sup>th</sup> day of April, 2026.

ON BEHALF OF THE EMPLOYER:

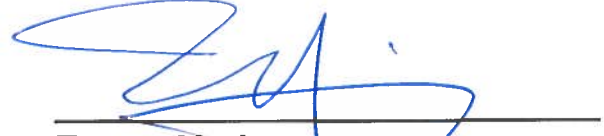
  
Loren Schinkel  
Reeve

  
Greg Mandzuk  
Deputy Reeve

  
Deanne Duke  
Chief Administrative Officer


  
Karina Humniski  
Director of Public Works

ON BEHALF OF THE UNION:

  
Trevor Yuriy  
Business Representative

  
John Cross  
Bargaining Committee Member

  
Olivia Grey  
Bargaining Committee Member

  
Darcy Mattausch  
Bargaining Committee Member

  
Tony Szczepanski  
Bargaining Committee Member

**LETTER OF UNDERSTANDING #1**

**BETWEEN**

**THE RURAL MUNICIPALITY OF LAC DU BONNET**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987**

**RE: SUMMER STUDENT EMPLOYMENT**

**The Union approves the hiring of summer students on the understanding that the students(s) will not be replacing bargaining unit positions, nor will they be assigned tasks that will result in a reduction of regular hours that would otherwise have been provided to any full-time or seasonal employees. The Employer confirms that current employees of the Employer will remain fully employed at all times during the time that students are working in that department. Students shall be maintained at the rate of twenty-two dollars and ninety-six cents (\$22.96) through out the remainder of this Collective Agreement, expiring December 31, 2027.**

**Summer students will be scheduled for regular hours of up to eight (8) hours / day, Monday to Friday. The Union requests the following information:**

- 1. Name and start / end dates of the student employees; and**
- 2. Department to which the student is assigned.**

**On a without prejudice basis, the Union recognizes the need for students to acquire the necessary funds in order to obtain post-secondary education, therefore, the Union will waive the one-point five percent (1.5%) Union dues required for casual employees (Article 4.03 d) and further, will not require the summer student employees to become a member of the Union.**

In acceptance of the aforementioned, the parties have affixed their signatures.

Signed this 19<sup>th</sup> day of April, 2026.

ON BEHALF OF THE EMPLOYER:




**Loren Schinkel  
Reeve**



**Greg Mandzuk  
Deputy Reeve**

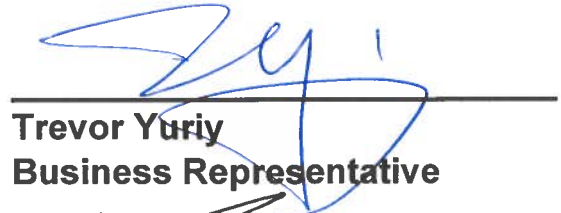


**Deanne Duke  
Chief Administrative Officer**



**Karina Humniski  
Director of Public Works**

ON BEHALF OF THE UNION:



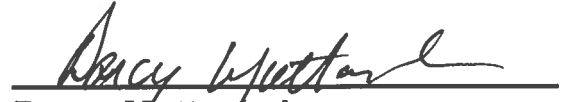
**Trevor Yuriy  
Business Representative**



**John Cross  
Bargaining Committee Member**



**Olivia Grey  
Bargaining Committee Member**



**Darcy Mattausch  
Bargaining Committee Member**



**Tony Szczepanski  
Bargaining Committee Member**





