COLLECTIVE BARGAINING AGREEMENT

COPE Local 397 ~ and ~ The RM of Alexander No. 600
January 1, 2027 – December 31, 2029

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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."

2.3 Casual Employees

2.3.1 Casual employee - shall mean a person who works from time to time on an irregular basis, or who is appointed to a position for a period of no more than ninety (90) calendar days (up to 150 days for post secondary students). Casual employees shall be included in the bargaining unit and shall be entitled to be paid a minimum of the applicable Pay Band 1 rate. Casual employees shall receive all entitlements as provided in this agreement.

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	National Day for Truth and Reconciliation
Easter Monday	Thanksgiving Day
Your Birthday	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 of verified **reason.**

5.3 Employees will be allowed to leave work at noon on the last working day before Christmas Day and New Year's Day, without loss of pay.

5.4 **Excluding Birthdays, 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 **or any other day that is mutually agreed upon by staff and the Chief Administrative Officer.**

5.5 Employees shall be entitled to **five (five)** personal **days** per calendar year to be used by mutual agreement between the **Chief Administrative Officer** 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 prorated upon start date;
6.1.**2** two (2) weeks after one (1) continuous year of service;
6.1.**3** three (3) weeks after two (2) continuous years of service;
6.1.**4** four (4) weeks after **five (5)** continuous years of service;
6.1.**5** five (5) weeks after **ten (10)** continuous years of service; ~~or~~
6.1.**6** six (6) weeks after **fifteen (15)** continuous years of service~~.~~**; or**
6.1.7 seven (7) weeks after twenty (20) continuous years of service.

Employees looking to book more than two (2) weeks of vacation consecutively must have approval from the Chief Administrative Officer.

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.
6.2.4 ten percent (10%) of regular pay after ten (10) years of continuous service; or
6.2.5 twelve percent (12%) of regular pay after fifteen (15) years of continuous service.

6.3 **Vacation Year**

6.3.1 The vacation year shall be the period from January 1 to December 31 inclusive. Annual vacation entitlements shall be credited and allocated to eligible Employees on January 1 of each year, except during an Employee's initial year of hire.
6.3.2 Vacation Accrual During Probation and Initial Year of Employment
Employees shall accrue vacation entitlement during their initial three (3) month probationary period in accordance with their applicable vacation entitlement under this Agreement.
Upon successful completion of the probationary period, the Employee shall be credited with a prorated vacation entitlement for the remainder of the calendar year based on their date of hire and applicable vacation entitlement.
6.3.3 Vacation During Initial Year of Hire
Vacation entitlement credited during the Employee's initial year of employment shall be taken within that calendar year where operational requirements permit.
6.3.4 Any unused vacation entitlement remaining as of December 31 of the Employee's initial year of hire shall not be carried over into the following year and shall be paid out to the Employee at their regular rate of pay.
6.3.5 Commencing January 1 of the calendar year following the Employee's initial year of hire, Employees shall be credited with their full annual vacation entitlement in accordance with their years of service and the provisions of this Agreement.

6.3.6 Vacation Carry-Over

Beginning in the second calendar year of employment and each year thereafter, Employees may carry forward unused vacation entitlement from one (1) vacation year to the next.

Any accumulated unused vacation in excess of this carry-over limit shall be paid out to the Employee at their regular rate of pay as of December 31 of that year.

The maximum amount of vacation that may be carried over shall not exceed the Employee's annual vacation entitlement for the immediately preceding year.

6.3.7 Use of Carried-Over Vacation

Any vacation carried over under Article 6.3.5 must be used by December 31 of the following calendar year. Any carried-over vacation not used within that period shall be paid out at the Employee's regular rate of pay unless otherwise agreed between the Employer and the Employee.

Example of How This Works:

Employee hired July 15, 2026

- **Accrues vacation during probation.**
- **Receives a prorated vacation allocation after probation for the balance of 2026.**
- **Any unused 2026 vacation is paid out on December 31, 2026 and cannot be carried over.**

January 1, 2027

- **Employee receives their full annual vacation allotment.**
- **Unused 2027 vacation may be carried into 2028, up to a maximum of one year's entitlement.**
- **Any amount above that carry-over limit is paid out on December 31, 2027.**

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 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.

6.7 On written request an Employee can access vacation time during the current vacation year.

6.8 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.

6.**9** An Employee who is ill and/or hospitalised during a scheduled annual vacation may be eligible for sick leave benefits and reinstatement of vacation credits for the period of the hospital stay and recovery upon presentation of proof of the hospital stay and /or medical treatment.

6.10 Vacation shall be granted in increments of one-half (1/2) hour.

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 Chief Administrative Officer or designate** 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 (½) by the Municipality and one-half (½) 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.

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 Saturday.

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 three (3) calendar months.

11.1.3 If an Employee's capabilities are in question at the end of the three (3) month period, the probation period may be extended by mutual agreement between the Municipality and the Union, for an additional period of sixty (60) days.

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 **one (1) year**. 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 **sent** 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 **offered the position**.

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 five (5) months to familiarize themselves with the new position.

14.2.2 If after the five (5) 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 **placement** following the five (5) 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 **virtually** 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 **except related to safety infractions** 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.

15.2 Notwithstanding anything in this Article, if **an** 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 **or their designate** 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-seven and one-half (37.5) hours per week Monday through Friday from 8:30 a.m. to 4:30 p.m. each day **(except in the case of the Public Works Officer who will work (7:00 a.m. to 3:00 p.m. as per the Public Works schedule)** with an uninterrupted one half (1/2) hour off for noon meal as scheduled. Administration Office Employees uninterrupted 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 and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week, inclusive of statutory holidays, vacation, sick leave, leaves with pay. Overtime work not falling within regular classification duties will be offered in order of seniority.

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 and one-half (7.5) hours per day and thirty-seven **or** one-half (37.5) hours per week.

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

18.**4** Call Back

18.**4**.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 overtime rate of pay as per the Collective Bargaining Agreement.

18.**5** Coffee Breaks

18.**5**.1 Every Employee shall be permitted to take a fifteen (15) minute morning and afternoon rest period with pay. Rest periods are to be taken at the job site.

18.**5**.2 Coffee and supplies shall be provided by the Municipality.

18.**6** The Municipality's decision to close the office at any time**,** other than closure dates between Christmas and New Year's, shall not result in Employees being forced to take vacation or time in lieu. If the CAO or Council decides to close the office due to unforeseen circumstances such as, but not limited to, power outages, sewer and water outages, etc., Employees shall be paid their regular wages for hours scheduled that day.

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 or to attend medical appointments. Such leave shall be granted in increments of one-half (1/2) hour. In the event an employee has no accumulated sick leave but requests a leave for illness, injury or perception of health and safety risk, the Employee must submit a written request for the consideration of the Employer according to Article 21.2.

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 **ten 10** day**s consecutively**. If the Employee is required to pay for the medical certificate the Employee will be reimbursed by the Municipality.

19.1.4 When an Employee retires, up to fifty percent (50%) of their accumulated sick pay balance will be paid to them based on the grid below:

Retirement	Length of Service	Percentage Payout of Remaining Accumulated Sick Leave
After Age 55	Less than 20 years	25%
After Age 55	Between 20 to 24 years	30%
After Age 55	More than 25 years	50%

ARTICLE 20 – LEAVE OF ABSENCE WITH PAY

20.**1** Illness in the Family

20.1.1 An Employee shall be entitled, after notifying the **Chief Administrative Officer**, to use 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.**2** Emergency Leave

20.2.1 Employees shall be allowed to use ~~a~~ 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 **the Chief Administrative Officer**.

20.**3** Bereavement/Funeral Leave

20.**3**.1 Death in the Family

(a) Leave of up to **five (5)** days, without loss of salary, shall be granted **to grieve the loss of a family member. Family is defined as children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, grandchildren, uncles, nieces and nephews, in-laws, and loss during pregnancy**, and any other relative living with the Employee and who is dependent on the Employee or any similar relationship.

(b) **The Employee may choose to split the five (5) days as needed over two (2) periods within three (3) months of the death or as otherwise mutually agreed. Proof of attendance may be required.**

20.**3**.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.**3**.3 Upon request, an Employee shall be granted up to a maximum of one (1) day leave without loss of salary to **attend a formalized memorial event.**

20.**3**.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 four hundred kilometres away (one way).

20.**3**.5 An Employee may request leave additional to 20.4.1 or 20.4.3. Such leave may be granted or refused on a with or without pay basis. Approval for these requests will not be unreasonably withheld.

20.**4** Jury Duty and Witness Duty

20.**4**.1 Employees obligated to attend Court for jury selection, 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**,** including for the purposes described in Article 19.1**,** shall do so in writing with particulars with regard of the reasons and timing. The Employer shall give such request due consideration. An employee will be subject to discipline if absent without leave as contemplated by this Article.

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 – INTERPERSONAL VIOLENCE LEAVE OF ABSENCE

22.1 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, as contemplated by *The Employment Standards Code Amendment Act (Leave for Victims of Interpersonal Violence, 2019),* up to five (5) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled 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 stepchild, 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 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.

An Employee requesting leave shall provide reasonable verification for the necessity of the leave.

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.

ARTICLE 23 – UNION LEAVE

23.1 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 thirty (30) working days per year for the bargaining unit.

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

23.3 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.

23.4 Union Leave – Bargaining. The Municipality agrees to maintain the regular wages and benefits for **two (2)** Employee to attend Collective Bargaining meetings with the Municipality.

ARTICLE 24 – MUNICIPAL PENSION PLAN

24.1 Every full-time and part-time Employee, as a condition of employment, shall join the M.E.B.P. 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 25 – BENEFITS

25.1 Group Life Insurance Plan

25.1.1 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 (½) 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. Benefits shall begin upon successful completion of the probationary period.

25.2 Long Term Disability Plan

25.2.1 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 (½) 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. Benefits shall begin upon successful completion of the probationary period.

25.3 Dental and Extended Health Care Plans

25.3.1 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 (½) 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. Benefits shall begin upon successful completion of the probationary period.

25.3.2 Vision Care Supplement

The Municipality will administer a Vision Care Supplement Account whereby each Employee will be reimbursed for vision care expenses not covered by the current healthcare plan to a maximum of three hundred dollars ($300) above the plan coverage. This benefit shall be provided once (1) every two (2) years except where irreparable damage occurs, or where a prescription changes as determined by a qualified practitioner, the Municipality shall pay this benefit for each occurrence.

25.3.3 Clothing Allowance

All employees will receive an appropriate clothing allowance to a maximum of two hundred and fifty dollars ($250) provided that the Employee provides the Employer with receipts indicating the purchase of any appropriate work attire, according to the Dress Code for the RM of Alexander including but not limited to pants, shirts, skirts, dresses, shoes and other accessories. Reimbursements will be made quarterly.

ARTICLE 26 – JOB-RELATED EDUCATION, TRAINING AND PROFESSIONAL DEVELOPMENT

26.1 **Employees may apply for reimbursement of tuition, registration fees, and other approved costs associated with job-related education, training, certification, licensing, apprenticeship, or professional development programs. Approval shall not be unreasonably withheld and shall be subject to a mutually agreed upon Education Plan Agreement between the Employee and the Employer.**

26.2 **Where an education, training, certification, licensing, or professional development program is approved by the Employer, the Municipality shall pay the approved tuition, registration fees, and other authorized expenses in accordance with the Education Plan Agreement.**

26.3 **Employees shall provide proof of registration, attendance, and successful completion of approved courses or programs as a condition of reimbursement and incentive payments under this Article.**

26.4 **Upon successful completion of an approved course, certification module, or equivalent component of study, an Employee shall receive a monetary reward of no less than fifty dollars ($50.00) incentive payment. Upon successful completion of an approved certificate, diploma, designation, apprenticeship, degree, or other recognized program related to the Employee's employment with the Municipality, the Employee shall receive an additional two hundred dollar ($200.00) incentive payment. The monetary incentive and reward shall form a portion of any approved education plan.**

26.5 **Employees enrolled in approved education, training, certification, or professional development programs may, with the Employer's approval, perform course-related work during regular working hours, provided such work does not unduly interfere with operational requirements or the Employee's regular duties.**

26.6 The Employer recognizes the value of employee development and shall encourage participation in job-related education and training opportunities that enhance the Employee's skills, knowledge, qualifications, and ability to perform current or future duties within the Municipality.

ARTICLE 27 – PROFESSIONAL ASSOCIATION FEES

27.1 Professional Association Fees shall be paid by the Municipality if Employees are required to be members.

27.2 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.

27.3 All Employees who are, or who become, a Commissioner for Oaths shall have the fees paid by the Municipality.

ARTICLE 28 – TRAVEL EXPENSES

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

28.1.1 Total cost of room rental.

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

28.2 The Employer will endeavour to make a vehicle available for employee use for Employer business, when possible, if the Employee opts not to use their own vehicle for this purpose.

ARTICLE 29 – LABOUR/MANAGEMENT ADVISORY COMMITTEE

29.1 **The Chief Administrative Officer and Union representatives agree to meet no less than quarterly to discuss labour/management issues to promote harmonious relations between the Employees and the Municipality.**

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, **2027** to December 31, **2029** 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**

Jocelyn Whaley
Chief Administrative Office

Dan Lavoie
Public Works Manager

Date: October 5th, 2026

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

Jason Hicks
President

Ann Gold
Treasurer

Stacey Landin
Union Representative

Trevor Doepkar
Negotiating Committee

Date: October 5th, 2026

APPENDIX A – WAGE RATES – JANUARY 1, 2027 – DECEMBER 31, 2027

Pay Band 1 Reception/Admin Clerk Casual/Student	Start 22.47	Step 1 23.02	Step 2 23.60	Step 3 24.19	Step 4 24.80	Step 5 25.67
Pay Band 2 Senior Admin Clerk	23.18	23.76	24.34	24.96	25.58	26.48
Pay Band 3 Public Works Officer Accounting Officer	25.84	26.49	27.15	27.83	28.53	29.53
Pay Band 4 Municipal Officer Planning/Admin Officer	29.22	29.95	30.70	31.49	32.27	33.40
Pay Band 5 Economic Devpt Officer	32.22	33.02	33.84	34.69	35.56	36.80
Pay Band 6 Finance Officer	35.83	36.71	37.63	38.57	39.53	40.92

- Step Increases shall be implemented on the Employee's Anniversary of the date the employee starts in their position
- The Employer, at their discretion, may place Employees at a higher rate in the Pay Band of the classification based on experience and qualifications.

APPENDIX A – WAGE RATES – JANUARY 1, 2028 – DECEMBER 31, 2028

Pay Band 1 Reception/Admin Clerk Casual/Student	Start 23.03	Step 1 23.60	Step 2 24.19	Step 3 24.80	Step 4 25.42	Step 5 26.31
Pay Band 2 Senior Admin Clerk	23.76	24.35	24.95	25.57	26.22	27.14
Pay Band 3 Public Works Officer Accounting Officer	26.49	27.15	27.83	28.53	29.24	30.27
Pay Band 4 Municipal Officer Planning/Admin Officer	29.95	30.70	31.47	32.28	33.08	34.24
Pay Band 5 Economic Devpt Officer	33.03	33.85	34.69	35.56	36.45	37.72
Pay Band 6 Finance Officer	36.73	37.63	38.57	39.53	40.52	41.94

- Step Increases shall be implemented on the Employee's Anniversary of the date the employee starts in their position
- The Employer, at their discretion, may place Employees at a higher rate in the Pay Band of the classification based on experience and qualifications.

APPENDIX A – WAGE RATES – JANUARY 1, 2029 – DECEMBER 31, 2029

Pay Band 1 Reception/Admin Clerk Casual/Student	Start 23.61	Step 1 24.19	Step 2 24.80	Step 3 25.42	Step 4 26.06	Step 5 26.97
Pay Band 2 Senior Admin Clerk	24.35	24.96	25.57	26.21	26.88	27.82
Pay Band 3 Public Works Officer Accounting Officer	27.15	27.83	28.52	29.24	29.97	31.03
Pay Band 4 Municipal Officer Planning/Admin Officer	30.70	31.47	32.26	33.09	33.91	35.10
Pay Band 5 Economic Devpt Officer	33.86	34.70	35.56	36.45	37.36	38.66
Pay Band 6 Finance Officer	37.65	38.57	39.53	40.52	41.53	42.99

- Step Increases shall be implemented on the Employee's Anniversary of the date the employee starts in their position
- The Employer, at their discretion, may place Employees at a higher rate in the Pay Band of the classification based on experience and qualifications.

APPENDIX B – SENIORITY LIST

Employee	Date of Hire	Part-Time Hours
Cindy McLean	September 11, 2006	
Delena Lavigne	February 25, 2010	
Michelle Wazny	April 15, 2019	
Élise Zolinski	May 27, 2019	
Tonya Kemball	March 15, 2021	
Trevor Doepker	May 10, 2021	
Michelle Benoit	July 17, 2023	
Selena Rideout	February 5, 2024	
Melissa Pakoo-Fontaine	December 1, 2025	
Josee Tardiff	January 12, 2026	

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