

AGREEMENT

between

THE TOWN OF GRAVELBOURG

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4341**



JANUARY 1, 2020 to DECEMBER 31, 2022

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THIS AGREEMENT made and executed this ____ day of _____ A.D. 2020

BETWEEN: THE TOWN OF GRAVELBOURG, in the Province of Saskatchewan,
Hereinafter called the "Town"

Party of the First Part;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO. 4341,

Hereinafter called the "Union"

Party of the Second Part.

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this agreement to maintain existing harmonious relations and settled conditions of employment between the Town and the Union, to promote co-operation and understanding between the Town and its staff, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of the employees in the bargaining unit of the Union.

AND WHEREAS it is now thought desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE, this agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 2 – DEFINITIONS

In this agreement the expression:

- (a) "Town" shall mean the Town of Gravelbourg in the Province of Saskatchewan.
- (b) "Council" shall mean the Town Council of the Town of Gravelbourg in the Province of Saskatchewan.
- (c) "Day" shall mean a calendar day, unless otherwise specified.
- (d) "Employee" or "Employees" shall mean any person or persons covered by this agreement.

- (e) "Permanent Employee" is one who has successfully completed a six (6) month probationary period.
- (f) "Probationary Employee" is one who is employed for a period not to exceed six (6) months.
- (g) **"Fully capable" means trained by a person qualified to do so, evaluated and certified where required.**
- (h) **"Days of rest" shall mean consecutive days when employees are not required to work with the exception of standby when an employee can be called in to work.**
- (i) **The words "he", "his", or "him", where used shall also mean a person of all genders where the facts or context so require.**
- (j) **"Emergency circumstance" means a situation where there is an imminent risk of danger or damage to a person, property or an employer's business that could have not been foreseen by the employer.**
- (k) **"Peak Period" shall mean the months from March 1st to September 30th of each year.**
- (l) **"Negotiating Committee" shall mean the representatives from the Town of Gravelbourg which shall consist of at least one (1) elected official and the CUPE Local 4341 which shall consist of at least two (2) Local members.**
- (m) **"Union" shall mean the Canadian Union of Public Employees, Local 4341 and its members.**
- (n) **"Qualifications" shall mean technical and educational requirements, experience, skill and ability.**
- (o) **"Grievance" shall be defined as a dispute between the Town and any employee or the Union regarding the interpretation, meaning, operation or application of this Agreement, or an allegation that this Agreement has been violated, including a question of whether an employee has been wrongfully suspended or discharged.**

ARTICLE 3 - SCOPE

3.01 This agreement shall apply to all employees employed by the Town of Gravelbourg except the Chief Administrative Officer; **the Administrative Assistant; the Assistant Administrator;** the Economic Development Officer; Sports, Culture and Recreation Director; and the Town Foreman and/or Engineer where applicable.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or **their** representatives which may conflict with the terms of this collective agreement.

3.03 Management Rights

The Union acknowledges that it is the right of the Employer to manage the business of the Town and direct the working force **in an effective, efficient manner without displacing workers** except as limited by the terms of this agreement.

ARTICLE 4 - RECOGNITION

The Town agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this agreement, and hereby consents and agrees to negotiate with the Union, or its designated representatives.

ARTICLE 5 - NO DISCRIMINATION

The Town, and the Union agree and recognise their responsibility to create a discrimination free workplace. The Town agrees that there shall be no discrimination exercised or practiced with respect to any Employee in the manner of hiring, assigning wage rates, training, upgrading, promotion, transfer, layoff, reemployment, discipline, classification, discharge, or any other action by reason of age (subject to mandatory retirement provisions), sex, sexual orientation, **gender identity**, marital status, family status, place of residence, disability (subject to bonafide occupational requirements), race, creed, colour, ancestry, national origin, political or religious affiliation or activity, nor by reason of his or her membership or activity in a trade union.

ARTICLE 6 - UNION SECURITY

6.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain his membership in the Union shall, as a condition of his employment tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

6.02 Right to Union Representation

An employee has the right to have a Union representative present during any disciplinary meeting. The Union will be advised of the meeting. The Union will receive a copy of any disciplinary action provided to the employee.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Union Dues Deduction and Remittance

- (a) The Town agrees to deduct from every employee any monthly dues or assessments levied, and initiation fees, in accordance with the Union bylaws, and owing by him to the Union.
- (b) Deductions will be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) of the month following in respect of which deductions have been made.

In addition, the Town shall provide, on request by the Secretary/Treasurer, information required by the Union to satisfy its reporting requirements and to ensure the accuracy of the deductions made.

7.02 T-4 Slip

The Town will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replace the requirement to report dues remitted on a T-4 slip.

ARTICLE 8 – UNION REPRESENTATION

- 8.01 The Town agrees to recognize the officers and duly designated representatives of the Local Union and shall be kept advised, in writing, by the Local Union of the names of its officers and representatives.**
- 8.02 All correspondence to the Union shall be directed to the Secretary of the Union. The Union is responsible for advising, in writing, the correct mailing address for the Secretary of the Union.**
- 8.03 Any correspondence via email will have a read/delivery receipt.**
- 8.04 All correspondence from the Union shall be addressed to the CAO for the Town at the following address: Box 359, Gravelbourg, SK S0H 1X0**

8.05 Authorized representatives of the Union shall have access to the Town establishments for the purpose of investigating working conditions.

ARTICLE 9 – DUTY TO ACCOMMODATE

Where, by reason of a medically supported disability with clearly defined limitations, an employee requires an accommodation, the employee, the Union and the Town agree to follow the legal requirement in meeting the provisions of a Duty to Accommodate as per *The Saskatchewan Employment Act* and regulations.

ARTICLE 10 - THE TOWN WILL ACQUAINT NEW EMPLOYEES

10.01 The Town agrees to acquaint new employees with the fact that a Union agreement is in effect, and with conditions of employment set out in Articles 6 and 7.

10.02 The **Local** designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 11 - LABOUR MANAGEMENT NEGOTIATIONS

11.01 The Union agrees to appoint a bargaining committee of its membership, at least **two (2)** of whom shall be an employee of the Town. The committee will meet with the Town Council or a committee of the Town as may be necessary for discussion and settlement of grievances and for the negotiation of revisions to this agreement as provided in Article 26 herein. At least one member of the Committee of the Town shall be an elected member of Town Council.

11.02 In the event the committee of the Town or the Union wish to meet, the Chief Administrative Officer shall be notified. The time and place of the meeting shall be fixed by mutual agreement provided such meeting must be held not later than **thirty (30) calendar** days after such notice is given.

11.03 The Union and the Town shall have the right at any time to have the assistance of persons not employees of the Town or members of the Union in connection with any negotiations carried on pursuant to this Article.

ARTICLE 12 - SENIORITY

12.01 Seniority is defined as the continuous length of service with the Town since the last date of hire. Seniority shall operate on a bargaining- unit- wide basis.

- 12.02** All new employees shall be on probation for a continuous working period of six (6) months. **During the probation period, the Town shall have the right to discharge a probationary employee in its sole and exclusive discretion for unsuitability.** A new employee shall not accumulate seniority on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Employer.
- 12.03** During the probationary period employees shall be entitled to all rights and benefits of this agreement.
- 12.04** Employees shall accumulate seniority in accordance with the above provisions on the basis of the number of hours worked. An employee shall earn seniority for:
- (a) All regular hours worked
 - (b) Statutory holiday hours
 - (c) Hours of vacation pay
 - (d) All paid leave
 - (e) Authorized unpaid leave up to thirty (30) calendar days at one time
 - (f) While on service in Her Majesty's forces.
- 12.05** An employee shall lose seniority in the event:
- (a) An employee is discharged for just cause and is not reinstated.
 - (b) An employee resigns in writing and does not withdraw within two (2) days.
 - (c) An employee fails to report to work after termination of leave of absence.
 - (d) An employee fails to report for work on recall after layoff within ten (10) days of receipt of a registered letter of recall.
 - (e) An employee has been continually laid off due to lack of work for a period of twelve (12) months.
 - (f) An employee has been continually absent due to accident or sickness for a period of twenty-four (24) months.
 - (g) An employee is absent from work without authorization unless there is a reason for the absence which is acceptable to the Town.
- 12.06** The Employer agrees to post a seniority list by February 1st of each year. Such list will include the accrued seniority of each employee up to December 31st of the preceding year.

ARTICLE 13 - LAYOFFS AND REHIRINGS

Note: Notice periods shall be as outlined in Section 2-60 of *The Saskatchewan Employment Act*.

13.01 Layoff and Rehiring Procedure

The Town agrees that in the event of a layoff, employees shall be laid off in the inverse order of their seniority; and where it is necessary to rehire, recall of employees shall occur in the inverse order in which they were laid off, provided that their ability is sufficient to perform the duties required for the position to be filled.

13.02 Reporting Back After Layoff

Employees laid off due to a reduction in staff and who fail to return to work within ten (10) consecutive working days after being notified by registered mail or by personal service to do so shall be considered out of the service and forfeit all seniority rights, unless through sickness or any other just cause agreed upon by the town and the Union.

13.03 No Loss in Seniority During Layoff

In the event of layoffs, the Town agrees that it will offer employment to employees affected by layoffs prior to engaging any new employee for similar work. Where a former employee is re-employed within twelve (12) months, he shall be credited with previous service in connection with vacations and other benefits based on length of service.

13.04 Seniority List

The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February of each year.

13.05 New Job Security

The Employer agrees that no members of the bargaining unit shall be laid off as a result of the Employer contracting out any of its services.

ARTICLE 14 - VACANCIES AND NEW POSITIONS

14.01 Vacancies

In order to give present employees an opportunity to make application when vacancies occur, or when new positions are created which enter into the scope of this agreement, notice shall be forwarded to the Secretary of the Union at least seven (7) days prior to filling such vacancies or positions. Such notice shall include the nature of the position, salary range, qualifications

required, and shift to be worked. In filling vacancies and new positions, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled, appointment shall be made of the applicant senior on the seniority list and all unsuccessful applicants shall be advised in writing.

14.02 Method of Making Promotions

In making staff promotions, qualifications, experience and ability being sufficient to perform the duties required for the position to be filled, appointment shall be made of the applicant senior on the seniority list. The successful applicant will be placed on probation for a period of six (6) months. Conditional on satisfactory service, such trial promotion shall become permanent after that period. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, **they** shall be returned to **their** former position without loss of seniority or salary, and any other employees promoted or transferred because of the re-arrangement of positions shall also be returned to **their** former position without loss of seniority and salary. No employee shall receive a lesser amount of salary due to a promotion. If moving from one class to the minimum of another class means less remuneration, the employee will automatically move to the next higher increment.

14.03 Union Notification of Appointments

In the event of a Union member achieving a promotion (typically at a higher rate of pay), the Union shall be advised in writing of the name(s) of the successful applicant(s).

14.04 New Positions and Reclassifications

Where new positions are created or current positions reclassified, the Town will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event that the Union shall disagree with the said rate, then the same shall be negotiated between the Town and the Union.

14.05 Disabled Employee's Preference

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

14.06 Promotions Requiring Higher Certification

In cases of promotions requiring higher certification, the Town will give consideration to employees who do not hold the required certificate but are writing for such certificate prior to filling the vacancy. Such employees will be given an opportunity to qualify within a period of six (6) months and to revert to **their** former position if the required certificate is not obtained within such time.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.01 A grievance shall be defined as a dispute between the Town and any employee or the Union regarding the interpretation, meaning, operation or application of this agreement, or an allegation that this agreement has been violated, including a question of whether an employee has been wrongfully suspended or discharged. An earnest attempt shall be made to settle grievances promptly and fairly in the following manner:

Step 1

The aggrieved employee shall submit the grievance in writing to the chairman of the Union grievance committee within seven (7) calendar days.

Step 2

If the grievance committee of the Union considers the grievance to be justified, the employee concerned together with his steward or member of the grievance committee, shall first seek to settle the dispute with the employee's supervisor within three (3) working days thereafter.

Step 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Union will submit to the Chief Administrative Officer a written statement of the particulars of the complaint and the redress sought. The Chief Administrative Officer shall render his decision within five (5) working days after receipt of such notice.

Step 4

Failing agreement being reached in Step 3, application shall be made to the Council in writing through the Chief Administrative Officer within seven (7) calendar days stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Council. The Council shall give its decision within seven (7) days of such hearing.

Step 5

Any grievance which is not settled by the procedures set out above may be referred to a Board of Arbitration by either party to this agreement. Application for the establishment of a Board of Arbitration must be made by either party within sixty (60) calendar days from the date the decision of the Council is rendered.

The Board of Arbitration shall be set up in accordance with **Part 1 of *The Saskatchewan Employment Act*; Statutes 2013 of Saskatchewan, 645 to 653**; all amendments apply.

The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this agreement;

to substitute any new provisions in lieu thereof. However, within the limitations specified above, the Board shall have the power to dispose of a discharge or disciplinary grievance, other than that of a probationary employee, by any arrangement which in its opinion it deems just and equitable.

15.02 Disputes Involving General Application or Interpretation

Where a dispute involving a question of general application or interpretation occurs, the Town and the Union may agree to bypass Steps 1, 2 and 3 of this Article.

15.03 Replies to Grievances

Replies to grievances shall be in writing at all stages.

15.04 Grievances Settled Within the Time Allowed

Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

15.05 Facilities for Meetings

The Town will supply the necessary facilities for the grievance meetings.

15.06 Time Limit

The time limits fixed in the Grievance Procedure may be extended by consent of the parties to this agreement.

15.07 Witness

At any stage of the Grievance Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 16 - DISCHARGE CASES

16.01 Except in cases warranting immediate dismissal of a permanent employee being dismissed for just cause, the following procedures will be followed:

- a) verbal warning(s),
- b) letter of warning(s),
- c) suspensions(s),
- d) discharge.

The Union shall be advised in writing when disciplinary action has been imposed on a member of the bargaining unit. In case of a permanent employee being dismissed for cause, the Union shall, upon request, be advised in writing by the Town of the reasons for such dismissal.

Employees shall be permitted to provide in writing within one (1) working day, a reply to any complaint, accusation or expression of dissatisfaction of any kind of discipline. Any such reply shall be placed in the employee's personnel file.

- 16.02** An employee considered by the Union to be wrongfully discharged or suspended, as provided in Article 12, shall be entitled to a hearing under Article 15, Grievance Procedure. Steps 1, 2 and 3 of the Grievance Procedure shall be omitted in such cases.

ARTICLE 17 - HOURS OF WORK

- 17.01** Normal hours of work for various operational requirements for all works employees shall be eight (8) hours per day, forty (40) hours per week **with the exception of arena workers, who may be called on to work ten (10) hour days on occasion as outlined in Article 17.06.** Normal work days shall be 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 5:00 p.m., Monday to Friday inclusive. Normal workday hours may be altered for seasonal purposes and functional effectiveness by mutual agreement.
- 17.02** Works employees may be expected to work varied hours from time to time and will be eligible to receive overtime payments after eight (8) hours per day and/or forty (40) hours each week, provided, however, under no circumstances shall employees work a split shift.
- 17.03** All days of rest shall be consecutive.
- 17.04** In the event of an employee starting work in any day and being sent home before they have completed three (3) hours, they shall be paid for a minimum of three (3) hours at their current regular rate of pay.
- 17.05** The Town shall pay salaries and wages on a bi-weekly basis unless otherwise mutually agreed. Itemized payroll deductions and timesheets shall be made available to each employee on each pay day.
- 17.06** Arena employees will be scheduled on a four (4) day on, four (4) day off rotation consisting of ten (10) hour shifts to accommodate operational requirements on the arena. Normal hours of work will be 1:00 p.m. to 11:00 p.m. These hours may be altered for functional effectiveness by mutual agreement, **but shall not exceed forty (40) hours per week.** Work outside of the regular scheduled hours of work shall be paid in accordance with Article 18 of the Collective Agreement.
- 17.07** Pool employees will be scheduled based upon eight (8) hours per day, forty (40) hours per week to accommodate operational hours of 8:30 a.m. to 9:00 p.m., including weekends and holidays.

A “week” will be defined as Sunday to Saturday. Work on statutory holidays will be paid according to *The Saskatchewan Employment Act*.

17.08 Shift Work

1. When employees work shift work they are subject to the following conditions:

a) Shift premium shall be paid to those employees working the work week for hours worked prior to 5:00 a.m. and after 7:00 p.m. at the rate of seventy-five (\$0.75) cents per hour.

2.

a) Where shift work is required to handle unexpected emergency problems that arise, the Town through the Town Foreman, may institute shifts with verbal approval of the employees and the Union. Such verbal approval shall be followed by written acknowledgement from the Chief Administrative Officer.

b) Shift premium shall not be paid when overtime rates apply as per Article 18.

ARTICLE 18 - OVERTIME

18.01 Overtime Rates

All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be deemed to be overtime. Where conditions necessitate overtime and where work is authorized, such overtime will be paid for at the rate of time and one-half (1½ X).

18.02 Overtime Rates on Statutory Holidays

An employee who is required to work on statutory holidays shall be paid, in addition to his regular straight time pay as provided in Article 18, one and one-half times (1½ X) the regular pay for the period worked.

18.03 Emergency Call-Back Time

Every employee, except while scheduled on standby, who is called out and required to work outside his regular working hours shall be paid at overtime rates, with a minimum of three (3) hours.

Emergency call back, outside of standby duties, shall be offered in order of seniority, qualifications and availability.

18.04 Standby

1. Standby shall mean any period of time which an employee is not on regular duty. An employee on standby must be immediately available to respond by direct telephone contact to return to work within (30) minutes to any emergency work call. Standby shall start at the end of each day's shift and finish at the beginning of the next shift. (For example 5pm Friday to 8am Monday.) Weekend standby shall be scheduled on a rotational basis by the Public Works Foreman.
2. The Public Works Foreman shall be on standby weekday evenings (excluding Friday evenings, evenings before statutory holidays and other days off). If the Public Works Foreman is unavailable due to holidays, earned time off, sick leave or training, standby shall be offered to the public works employees in order of seniority. If no one volunteers for standby weekday evenings, the Public Works Foreman shall assign an employee. Only one employee shall be required to be on standby for each weekday evening, weekend or statutory holiday.

Note: The rates shall apply from the date of signing.

3. Employees who are assigned to standby will be paid a standby payment of **two dollars and fifty cents (\$2.50)** per hour for all hours or portion thereof. In addition, when an employee on standby is required to respond to an emergency work call, **they** will be paid at (1.5x) their regular rate of pay no minimum required. The employee shall be free to go home when their duties in respect to the emergency work call are complete. Article 17.04 shall not apply to employees on standby.
4. Employees shall be provided a minimum of 72 hours notice, when required to work standby, except by mutual agreement. Employees will not be scheduled for standby for more than 7 consecutive days, except by mutual agreement.

The parties agree that standby pay as set out above shall be retroactive to **July 1, 2020**.

18.05 Temporary Supervisor Allowance

When the town Public Works Foreman is away or if the need arises, a maintenance worker shall be selected as a **temporary supervisor**. A **temporary supervisor** shall receive an allowance of \$1.00 per hour above their regular rate of pay. In the appointment of a **temporary supervisor**, ability and qualifications shall be the primary considerations.

A **temporary supervisor**, in addition to their regular duties under the direction of the appropriate manager, shall be responsible for taking the Public Works Foreman's calls, the general direction and daily work assignments of the other employees **including weekday evening standby**.

18.06 Continuous work overtime allocation

If it is determined by the Public Works Forman or designate that overtime must be worked as a continuation of the work the work crew is performing, those employees currently working on that job will be given first opportunity to work that overtime. If a satisfactory crew of workers cannot be assembled from the current work crew to work overtime, the Public Works Forman or designate will offer the available overtime to other qualified employees based on seniority, qualification and availability.

ARTICLE 19 - VACATIONS

19.01 Length of Vacations

Annual vacation entitlement will be in accordance with the following:

- (a) Up to and including eight (8) years of employment shall be granted three (3) weeks vacation with pay – 3/52nds of yearly earnings;
- (b) From the eighth (8th) anniversary of employment and up to and including fifteen (15) years of employment shall be granted 4 weeks vacation with pay – 4/52nds of yearly earnings;
- (c) From the fifteenth (15th) anniversary and more years shall be granted 5 weeks vacation with pay – 5/52nds of yearly earnings.
- (d) Any employee not having a full year of service prior to the commencement of **their** vacation period shall be allowed vacation on a pro rata basis. An employee voluntarily leaving the service at any time in **their** vacation year before **they** has had **their** vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. An employee shall take the entire annual vacation to which he is entitled.
- (e) A holiday schedule shall be prepared in consultation with the employees and posted prior to the 31st day of March, with preference for dates afforded in order of seniority.

19.02 Vacation Pay

- a) Employees may, upon giving at least ten (10) days notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- b) When an employee has worked less than a full year due to absence without pay during the period in which **their** vacation entitlement is accrued, **their** vacation pay shall be pro-rated accordingly.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01

- a) **A holiday schedule shall be prepared in consultation with employees, however, both parties agree that the holiday schedule must be practical insofar as the operation of the Town is concerned. Therefore, the Town must make the final decision in such matters. The holiday schedule will be submitted to the appropriate manager for approval prior to March 1st of each year and a final holiday schedule will be posted by March 15th of each year. Once the schedule has been posted, any changes must be approved by the Chief Administrative Officer of designate and seniority will not be a factor.**
- b) **Only one employee from public works and one employee from the arena may be off at one time during peak times during the year.**
- c) **During peak season, where operational requirements do not allow for two (2) or more employees to take the same vacation period, and where a resolution cannot be reached between the employees concerned, the allocation of vacation time shall be determined by the Chief Administrative Officer or designate on a rotating basis from year to year.**
- d) **Vacations must be used in the year accrued. Exceptions will be made only with the approval of the Senior Manager.**

20.02 All employees shall have the following statutory holidays off with pay at the regular rates of pay:

New Year's Day	Saskatchewan Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed by the federal, provincial government and all special holidays declared by the Town.

20.03 When any of the aforementioned holidays falls during an employee's vacation, day off or day of rest, such employee shall be entitled to an additional day off consecutive with such vacation or day off; or such employee may, upon request and consent of his supervisor, have the choice of an alternative day off with pay.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01** Sick leave shall mean time off work due to personal illness, injury not covered by Workers' Compensation, and personal medical or dental appointments.
- 21.02** Sick leave credits shall accumulate at the rate of one and one-quarter (1¼) days credit for each completed month of service up to a maximum of one hundred and thirty (130) days.
- 21.03** On or before February 1st in each year, the Town shall provide, **to the Union members**, a statement of **their** unused sick days accumulated to December 31st of the previous year.
- 21.04** Every employee having sick leave or when there are attendance concerns may be required to complete a statutory declaration setting out that he was ill or injured and unable to work. If requested by the Town, the employee shall also produce a duly signed medical certificate to the effect that **they were** unable to perform **their** duties due to illness. Any proven abuse of sick leave by an employee is subject to disciplinary action.
- 21.05** All employees shall be granted **five (5) additional** sick days per year to care for the illness of a spouse, son, daughter, stepchildren, mother and father.
- 21.06** The parties recognize the Duty to Accommodate and the town, the union and the employee agree to participate in accordance with the legal requirements.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by a public health officer and shall be chargeable to sick leave.

22.02 Leave of Absence Without Pay

Leave of absence without pay, but without loss of seniority, may be granted, upon approval of the Town, to employees elected or appointed to represent the Union at union conventions.

22.03 Jury Duty

When an employee is subpoenaed for jury duty or as a court witness, he shall not suffer any loss of salary or wages whilst so serving but the jury fees or witness fees received by the said employee shall be turned over by him to the Town.

22.04 General Leave

Any employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated or who is elected to public office, may be granted leave of absence without pay but without loss of seniority by the Town for a period of one year. This period may be extended by the Town at the end of the year.

22.05 The Town may grant leave of absence without pay and without loss of seniority to any employee requesting such leave, such request to be in writing, fully outlining all relevant circumstances.

22.06 Maternity, Parental and Adoption Leave

Maternity, Parental and Adoption leave shall be provided to employees in accordance with the provisions of the Saskatchewan Employment Act and regulations thereunder, all amendments to apply.

22.07 Compassionate Leave

An employee shall be granted a maximum of three (3) days, plus actual or normal travelling time within the province not exceeding two (2) days, or outside the province not exceeding three (3) days, without loss of salary or wages in the case of a death in the immediate family.

"Immediate family" is defined to be parent, child, stepchildren, spouse/**partner**, parent of spouse/**partner**, brother or sister, brother-in-law, sister-in-law, stepparents and grandparents.

Compassionate leave for other purposes may be granted by the Town and chargeable to accumulated sick leave.

22.08 Leave with Pay for Collective Bargaining

Representatives to the Union's negotiating committee shall be granted leave of absence with no loss of pay and benefits by the Town for the purpose of attending joint collective bargaining, conciliation or mediation meeting in the establishment of a new Collective Agreement. It is understood that no more than three (3) Town employees from the Union will be granted leave with pay if meeting during regular scheduled working hours for the purpose of attending negotiations on behalf of the Union. The Town will be advised in writing of the name(s) once notice to commence collective bargaining is provided by either party.

Notwithstanding the above, the Union's negotiating committee may also include additional officers which shall be at the Union's expense. Times for the meetings will be at the discretion of the Town, either during work hours or outside working hours (i.e. – 4:00 p.m. or 10:00 a.m.) The scheduled hours of bargaining shall be mutually agreed upon between the parties

ARTICLE 23 - SUPPLEMENTATION OF COMPENSATION AWARD

If an employee is injured while performing his duty to the Employer and the injury is compensable under the Workers' Compensation Act, the Town will supplement the award of the Workers' Compensation Board by such an amount that the Workers' Compensation Board award together with the supplementation will equal the employee's regular wage, it being understood that the supplementation will continue for a period not in excess of six (6) months or the duration of the disability, whichever is the shorter, for any one accident.

ARTICLE 24 - SAFETY

24.01 The Union and the Town shall co-operate in continuing and perfecting the safety measures now in effect.

24.02 All employees working in any dangerous capacity shall be supplied with all personal protective equipment and tools necessary to safely perform those duties required. All employees are required to wear such protective equipment. It is the duty of the employee to use this protective equipment in the performance of their duties when required. Failure to do so may result in disciplinary action.

The Employer shall provide each employee with up to four (4) pairs of **non-insulated** coveralls to perform **their** duties where required. Footwear required for all job-related duties (e.g. rubber boots, winter boots), shall be supplied by the Employer **as needed and approved by management**. Purchase of replacement Safety footwear will be reimbursed upon submission of receipt **with proof of CSA Rating** to the Administration office.

All items must be C.S.A. approved or meet standards established by the Department of Labour, Occupational Health and Safety Branch.

The Employer will also provide proper seasonal gloves, as required.

24.03 Employees required to work outdoors as part of their normal winter duties shall be **reimbursed** up to a maximum \$450.00 in each two (2) year period toward the purchase of appropriate **quality** winter outerwear or rain gear made of high visibility material with reflective striping (**blue, orange or yellow with CSA approved reflective striping**) upon submission of receipt/**invoice** to the Employer **and upon the used article showing major wear**.

24.04 First aid kits shall be placed in each of the workplaces and maintained.

24.05 Union-Employer Health and Safety Committee

A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives but with a minimum of two Union and two Employer

members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

24.06 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.

24.07 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable Health and Safety Legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Union-Employer Health and Safety Committee or negotiations with the Union.

24.08 Every employee will comply with the recommendations of the committee and all applicable Health and Safety legislation and regulations.

ARTICLE 25 – OCCUPATIONAL HEALTH & SAFETY

25.01 OH&S Committees

- (a) All employees shall work in a safe manner to protect the health and safety of themselves and other workers, cooperate with the Town in the prevention of accidents and make representations to the Town as to prevention of accidents and incidents.
- (b) Occupational Health and Safety Committees shall be established and maintained in accordance with the terms and conditions of *Part III of The Saskatchewan Employment Act*.
- (c) Occupational Health & Safety Committees shall consist of an equal number of employees representing the management of the Town and employees elected or appointed in accordance with the Constitution and Bylaws of the Union. The employees, as much as possible, will represent the various areas of work of the employees.
- (d) The Committees shall have a continuing concern with respect to the health and safety of the employees of the Town represented. Meetings shall take place at a minimum of once quarterly and a maximum of once a month upon the unanimous decision of the Committee. The minutes of each meeting shall be distributed to the

Employer, the Union and the various work areas of the employees.

- (e) The duties of the Committees and members include:
 - (i) Receive, consider and resolve matters/complaints respecting the health and safety of employees, including recommendations on the personal protective equipment which is provided to employees.
 - (ii) Participate in the identification and control of health and safety hazards at the places of employment.
 - (iii) Cooperate with the Occupational Health & Safety Branch of the Province.
 - (iv) Maintain records in connection with the receipt and disposition of complaints and the attendance to other matters relating to the duties of the Committee as may be contained in Part III of the Saskatchewan Employment Act.
 - (v) Attend any special meetings of the Committee as called by a Co-Chair to deal with emergency concerns or refusals to work.
- (f) Members of the Occupational Health & Safety Committee shall be allowed reasonable opportunity during normal working hours without loss of pay to perform the duties required of a member of the Committee.
- (g) The Committee will not deal with matters which are or become a subject for negotiations between the Employer and the Union.

Occupational Health & Safety policies will be developed in consultation with the Occupational Health & Safety Committees.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Bulletin Boards

The Town shall provide bulletin boards in the shops and **Town Office lunch rooms** upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. **Only Public Works employees of the Town and the Chief Administrative Officer have access to the shop.**

26.02 Adverse Report

- (a) An employee shall be notified in writing of any expression of dissatisfaction concerning

his work within thirty (30) working days of the event of the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction.

- (b) An employee's reply to such complaint, accusation, or expression of dissatisfaction shall become part of his record.
- (c) Any complaint, accusation, or expression of dissatisfaction shall be removed from an employee's file after one (1) calendar year, unless there has been other disciplinary action taken during that calendar year where the disciplinary action taken involves a formal written reprimand or more serious disciplinary sanction.
- (d) An employee or Union representative designated by the employee, with written consent by the employee, shall have the right, upon making suitable arrangements with the Chief Administrative Officer, to review his personnel file and obtain copies of such correspondence. Such review shall take place within two (2) working days of the request being made.
- (e) **All Town employees will comply with the Town's Code of Conduct Article 13.**

26.03 Committees to be Heard

Any properly authorized committee of the Union or Town Council, or a committee of Town Council shall, upon written request of the other party, be accorded a prompt hearing to discuss any matter of concern of either party which would not be part of the grievance procedure or normal collective bargaining.

ARTICLE 27 - MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the **Town** to manage the business of the Town and direct the working force except as limited by the terms of this agreement.

ARTICLE 28 – PENSION AND BENEFITS

28.01 Pension

All regular employees of the Town of Gravelbourg shall be enrolled in the Municipal Employees' Pension Plan as a condition of employment.

28.02 Benefits

The Town shall implement the SUMA Benefits Plan as follows:

- (i) Life insurance

- (ii) Accidental Death & Dismemberment
- (iii) Long Term Disability
- (iv) Dental Plan
- (v) Vision
- (vi) Extended Health (Plan A)
- (vii) Short Term Disability

The Town will pay the premium costs for the above noted benefits for all full time employees at time of hire.

Part-time employees shall be eligible for the above noted benefits upon completion of 1040 hours within a consecutive 12 month period with the Town.

Effective January 1, 2006 – Seasonal employees having completed 1040 hours within a consecutive 12 month period shall be classified as Part-time for purposes of benefit entitlement.

ARTICLE 29 - TERM OF AGREEMENT

- 29.01** This agreement shall be effective from January 1, **2020** and shall remain in force and effect until December 31, **2022**, and thereafter from year to year, but either party may, not less than **sixty (60)** days nor more than **one hundred and twenty (120)** days prior to the anniversary date hereof, give notice in writing to the other party to negotiate a revision thereof.
- 29.02** This agreement further provides for its continuation during any negotiation period and all terms and conditions herein contained shall apply, unless otherwise stated, retroactive to January 1, **2020**.

ARTICLE 30 – NO SUSPENSION OF WORK

While this Agreement remains in effect to the anniversary date, neither the Town nor the Union shall cause a suspension of work because of any difference or disputes that may arise between the two parties as to the interpretation of the provisions of the Agreement.

APPENDIX "A"

a) Retirement

Normal retirement date for any employee shall be the first of the month following **their** sixty-fifth (65th) birthday.

Employees who work beyond the age of sixty-five (65) shall be covered by all benefits subject to the eligibility requirements of the carrier and provided they qualify for coverage.

(b) Termination of Employment

Except in the case of dismissal for cause, the Town may terminate the employment of any employee upon giving notice as set out from time to time in the Labour Standards Act, and employees terminating their employment with the Town shall give similar notice, unless otherwise arranged by mutual agreement with the Town.

(c) Any employee who successfully completes the Water/Waste Water Operator Certification Level I shall advance to the next higher step in the pay grid. Advancement shall take place one time only upon successful completion of the Level I Certificate.

APPENDIX "B"
SALARY AND CLASSIFICATION SCHEDULE

MAINTENANCE	1-JAN-2020	1-JUL-2020	1-JAN-2021	1-JAN-2022
I	\$16.62	\$16.87	\$17.21	\$17.55
II	\$20.81	\$21.12	\$21.54	\$21.97
III	\$22.19	\$22.52	\$22.97	\$23.43
IV	\$22.60	\$22.94	\$22.40	\$23.87
V	\$24.00	\$24.36	\$24.85	\$25.35
VI	\$24.64	\$25.00	\$25.50	\$26.01

LEAD OPERATOR	\$27.33	\$27.74	\$28.29	\$28.86
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WASTE MANAGEMENT	1-JAN-2020	1-JUL-2020	1-JAN-2021	1-JAN-2022
OPERATOR I	\$16.62	\$16.87	\$17.21	\$17.55
OPERATOR II	\$19.62	\$19.91	\$20.31	\$20.72

	1-JAN-2010	1-JUL-2020	1-JAN-2021	1-JAN-2022
ARENA STAFF				
LEVEL I	\$16.62	\$16.84	\$17.21	\$17.55
LEVEL II	\$17.86	\$18.13	\$18.49	\$18.86

AQUAPLEX EMPLOYEES	1-JAN-2020	1-JUL-2020	1-JAN-2021	1-JAN-2022
SENIOR LIFEGUARD (SUPERVISOR / INSTRUCTORS)	\$17.86	\$18.13	\$18.49	\$18.86
SENIOR LIFEGUARD	\$15.82	\$16.06	\$16.38	\$16.71
JUNIOR LIFEGUARD	\$14.53	\$14.75	\$15.05	\$15.35

SEASONAL/CASUAL	1-JAN-2020	1-JUL-2020	1-JAN-2021	1-JAN-2022
	\$15.10	\$15.24	\$15.54	\$15.85

APPENDIX "C"

Maintenance I

Up to one (1) full year (or two (2) summers) experience.

An employee in this category must be fully capable of performing all Town related labour duties, as required, including all maintenance, repair, emergency and construction work on waterworks, or any other public works duties.

This employee must be capable of operating, and willing to operate, the Town trucks and street sweeper whenever required, and willing to operate the motor grader and backhoe (if capable) whenever the usual operator is absent for any reason.

An employee in this category must be fully capable of operating, and willing to operate, all Town trucks, and be fully capable of operating at least two of the following: motor grader, backhoe and street sweeper.

Maintenance II

After one (1) year experience.

An employee in this category must be fully capable of operating, and willing to operate, all Town trucks, and at least two of the following: motor grader, backhoe, street sweeper and portable steamer/boiler. An employee must obtain a Limited Power Engineering Certificate to operate the portable steamer/boiler.

Maintenance III

After two (2) years experience.

An employee in this category must be fully capable of operating, and willing to operate, all Town trucks, and at least two of the following: motor grader, backhoe and street sweeper and portable steamer/boiler. An employee must obtain a Limited Power Engineering Certificate to operate the portable steamer/boiler.

Maintenance IV

Three (3) or more years experience.

An employee in this category must be fully capable of operating, and willing to independently operate, all Town trucks, motor grader, backhoe and street sweeper.

Maintenance V

Four (4) or more years experience.

An employee in this category must be fully capable of operating, and willing to operate all Town trucks, and any other equipment normally used by the Town in conjunction with its construction, maintenance and repair operations.

Maintenance VI

Five (5) or more years experience.

An employee in this category must be fully capable of operating, and willing to operate all Town trucks, and any other equipment normally used by the Town in conjunction with its construction, maintenance and repair operations.

Must have obtained their certifications in water distribution, wastewater collection and treatment at a level sufficient to meet existing government requirements at that time.

Lead Operator

An employee in this category must be competent and where necessary certified in all safe equipment operations and their maintenance, receive and communicate work instructions and scheduling direction from management in a safe and effective manner to co-workers and fully participate in all work required to maintain the efficient operation of the Town's assets.

Must be capable of providing both 'on call' relief and standby duties on a rotational basis where required.

Must have obtained their certifications in water distribution, wastewater collection and treatment at a level sufficient to meet existing government requirements at that time.

Waste Management Operator I

Up to two (2) full years experience.

An employee in this category must be capable of operation of Waste Collection truck and equipment to safely, effectively and efficiently collect residential, commercial and institutional waste on regular and dependable schedule and as directed by Public Works from time to time.

Must be capable of overseeing, inspecting and directing Landfill users to proper waste disposal areas and ensuring waste materials are confined within their appropriate locations. Must be able to determine reasonable and appropriate charges for applicable user disposal fees, collect and handle small amounts of cash and keep records of all users and materials brought to site.

Must be able to deal respectfully, effectively and firmly with Landfill clients to ensure safety and security of the site.

Able and willing to work in general maintenance operations of the Town where required for Town operations.

Waste Management Operator II

After two (2) years experience in position.

An employee in this category must be fully capable of all requirements of Waste Management Operator I and be capable and willing to safely operate backhoe for general Waste Management area purposes. Operator will have a good proficiency of Waste Management best practices, understanding Bylaw and Environment Permit provisions and requirements pertaining to the Town's Waste Management Area and be willing to take courses leading to Waste Operator certification where appropriate to do so.

NOTE: Where an employee has accrued the required length of service for any classification but has not been provided opportunity by way of in-house training or course offerings to meet other requirements of that classification, they shall nonetheless move to that hourly rate. Where sufficient training has been provided and the employee is not deemed sufficiently competent in one or more of the criteria, they shall be red circled at their current rate of pay until such time they are deemed capable of performing the work required by the Town.

Arena Operator – Level I

An employee in this category must be fully capable of performing the day-to-day operations of the Palestre (Town of Gravelbourg arena). The employee must be capable of working with minimal supervision. Duties include but are not limited to: supervision of public use of the facility, ice maintenance, operation of a Zamboni, building checks, janitorial and building maintenance, dealing with the public, and other duties assigned. This position reports to the Community Recreation Coordinator. The employee will have at minimum the following qualifications:

- 18 years of age
- Arena Operator Level 1
- Valid Class 5 Driver's License
- Standard First Aid or equivalent

- **Current WHIMIS**

Arena Operator – Level 2

An employee in this category must be fully capable of performing the day-to-day operations of the Palestre (Town of Gravelbourg arena). The employee must be capable of working with minimal supervision. Duties include but are not limited to: supervision of public use of the facility, ice maintenance, operation of a Zamboni, building checks, janitorial and building maintenance, dealing with the public, and other duties assigned. This position reports to the Community Recreation Coordinator. The employee will have at minimum the following qualifications:

- **18 years of age**
- **Arena Operator Level 2**
- **Valid Class 5 Driver's License**
- **Standard First Aid or equivalent**
- **Current WHIMIS**

Groundskeeper Arena Operator

An employee in this position will be responsible for performing all Town related labour duties as required during the summer months. This includes, but is not limited to, grounds maintenance duties such as keeping up parks, boulevards, ditches, fields, trees, flowerbeds and other landscaping elements on all Town properties. Operating and maintaining equipment such as Town trucks, mowers, tractors, trimmers, tillers, water pumps, facility checks, routine maintenance, janitorial duties and garbage pickup.

During the winter months, an employee with arena operator 1 classification must be fully capable of performing the day-to-day operations of the Palestre (Town of Gravelbourg arena). The employee must be capable of working with minimal supervision. Duties include, but are not limited to, supervision of public use of the facility, ice maintenance, operation of a Zamboni, building checks, janitorial and building maintenance and other duties assigned.

During the winter months, an employee with arena operator 2 classification must be fully capable of performing the day-to-day operations of the Palestre (Town of Gravelbourg arena). The employee must be capable of working with minimal supervision. Duties include, but are not limited to, supervision of public use of the facility, ice maintenance, operation of a Zamboni, building checks, janitorial and building maintenance and other duties assigned.

This position reports directly to the Public Works foreman during the summer months and the during the winter months, reports directly to the manager of Sport, Culture & Recreation.

The employee will have at minimum the following qualifications:

- **18 years of age**
- **Arena Operator Level 1 or 2**
- **Valid Class 5 Driver's License**
- **Standard First Aid or equivalent**
- **Current WHIMIS**

This position shall follow arena staff wages as set out in Appendix B.

Junior Lifeguard

An employee in this category must be a minimum of 14 years of age. The employee will work under the direct supervision of a Senior Guard or Supervisor/Instructor Guard. Duties will include but are not limited to: Protection of life and safety of swimmers and fellow staff, protection of pool property, equipment and facilities, regular maintenance and cleaning of the facility, and other duties assigned. This position reports to the Supervisor/Instructor Lifeguard. The employee will have at minimum the following qualifications:

- *Young Worker Readiness Certificate Course (YWRCC)*
- **Bronze Cross**
- **CPR-C**
- **Standard First Aid or equivalent**
- **Current WHIMIS**

Senior Lifeguard

An employee in this category must be a minimum of 16 years of age. The employee can perform their assigned duties without direct supervision. Duties will include but are not limited to: Protection of life and safety of swimmers and fellow staff, protection of pool property, equipment and facilities, regular maintenance and cleaning of the facility, instruction of lessons (if certified), and other duties assigned. This position reports to the Supervisor/Instructor Lifeguard. The employee will have at minimum the following qualifications:

- **National Lifeguard Certification (NLS)**
- **Red Cross Water Safety Instructor Certification (optional)**
- **CPR-C**
- **Standard First Aid or equivalent**
- **Current WHIMIS**

Supervisor/Instructor Lifeguard

An employee in this category must be a minimum of 16 years of age. The employee is fully capable of managing all day-to-day operations of the Aquaplex, including supervision of senior and junior

lifeguards. The employee will also instruct lessons. Duties will include but are not limited to: Protection of life and safety of swimmers and fellow staff, protection of pool property, equipment and facilities, regular maintenance and cleaning of the facility, instruction of lessons, and other duties assigned. This position reports to the Community Recreation Coordinator. The employee will have at minimum the following qualifications:

- National Lifeguard Certification (NLS)
- Red Cross Water Safety Instructor Certification
- CPR-C
- Standard First Aid or equivalent
- **Current WHIMIS**

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed
the day and year first above written.

SIGNED THIS 16 DAY OF December 2020.

ON BEHALF OF THE TOWN OF GRAVELBOURG, BY:

Darcy Stefich
Mayor

J. Winkler
Witness

[Signature]
Town Councillor

J. Winkler
Witness

[Signature]
Town Administrator

J. Winkler
Witness

SIGNED THIS 16 DAY OF December 2020.

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4341, BY:

[Signature]
President

J. Winkler
Witness

[Signature]
Town of Gravelbourg Employee

J. Winkler
Witness

