

AGREEMENT

Between

THE TOWN OF BIGGAR

- And -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL #1151



January 1, 2022 to December 31, 2026

INDEX
ARTICLE

PAGE #

ARTICLE 1 - INTERPRETATION IV

ARTICLE 2 - PREAMBLE IV

ARTICLE 3 - SCOPE V

ARTICLE 4 - RECOGNITION V

ARTICLE 5 - MANAGEMENT RIGHTS V

ARTICLE 6 - NON- DISCRIMINATION, HARASSMENT AND VIOLENCE IN THE
WORKPLACE V

ARTICLE 7 - UNION SECURITY V

ARTICLE 8 - CHECK-OFF OF UNION DUES VI

ARTICLE 9 - TOWN WILL ACQUAINT NEW EMPLOYEES VI

ARTICLE 10 - LABOUR/MANAGEMENT NEGOTIATIONS VI

ARTICLE 11 - SENIORITY VI

ARTICLE 12 - LAYOFF AND REHIRING VII

ARTICLE 13 - VACANCIES AND NEW POSITIONS VIII

ARTICLE 14 - GRIEVANCE PROCEDURE IX

ARTICLE 15 - DISCIPLINE AND DISCHARGE X

ARTICLE 16 - RATES OF PAY XI

ARTICLE 17 - OVERTIME XI

ARTICLE 18 - STATUTORY AND SPECIAL HOLIDAYS XIII

ARTICLE 19 - VACATIONS XIII

ARTICLE 20 - SICK LEAVE XIV

ARTICLE 21 - LEAVE OF ABSENCE XVI

ARTICLE 22 - PAYMENT OF WAGES XVII

ARTICLE 23 - TERMINATION OF EMPLOYMENT XVII

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE	XVIII
ARTICLE 25 - OTHER BENEFITS	XVIII
ARTICLE 26 - GENERAL CONDITIONS	XIX
ARTICLE 27 - COPIES OF AGREEMENT.....	XIX
ARTICLE 28 - TERM OF AGREEMENT	XIX
ARTICLE 29 - SUPERANNUATION.....	XIX
ARTICLE 30 - GROUP INSURANCE AND LONG-TERM DISABILITY	XIX
ARTICLE 31 - JOB SECURITY	XX
ARTICLE 32 - NO STRIKE/NO LOCKOUT	XX
SIGNING PAGE	XXI
SCHEDULE "A" WAGES	XXIII
GRIEVANCE FORM	XXIII

THIS AGREEMENT MADE THIS _____ DAY OF _____ A.D. 2021.

BETWEEN: THE TOWN OF BIGGAR
In the Province of Saskatchewan
Hereinafter called the "Town"

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL #1151
Hereinafter called the "Union"

PARTY OF THE SECOND PART

ARTICLE 1 - INTERPRETATION

In this Agreement the expression:

- a) "Town" means the Corporation of the Town of Biggar;
- b) "Employee" means any person who is employed by the Town, except those mentioned under Article 3;
- c) "Council or Town Council" means the Council of the Town;
- d) "Members" means a member of the Canadian Union of Public Employees, Local Union #1151, who is an employee of the Town.

Whenever the singular or the masculine is used in this Agreement it shall be considered as any gender.

ARTICLE 2 - PREAMBLE

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

AND WHEREAS it is now 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 3 - SCOPE

This Agreement shall cover all employees employed by the Town of Biggar, in the Province of Saskatchewan, except the Chief Administrative Officer, Town Engineer or Superintendent, Water Plant Manager, Recreation Director, Assistant Town Administrator, Town Foremen, Administrator's Private Secretary, Community Development Officer and all seasonal workers.

ARTICLE 4 - RECOGNITION

The Town recognises the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union acknowledges that it is the exclusive right of the Town to manage the affairs of the Town and direct the working force subject to the terms of this Agreement.

ARTICLE 6 - NON- DISCRIMINATION, HARASSMENT AND VIOLENCE IN THE WORKPLACE

- a) Non-Discrimination: The Town and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any Employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union.
- b) Harassment: The Town and the Union agree that no form of harassment shall be allowed in the workplace, as per the town's "Prevention of Workplace Harassment Policy".

ARTICLE 7 - UNION SECURITY

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 in 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.

ARTICLE 8 - CHECK-OFF OF UNION DUES

Upon written authorization from the employees, the Town agrees to deduct from any employee any monthly dues as levied in accordance with the Union Bylaws, and owing by him to the Union.

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) day of the month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made.

ARTICLE 9 - NEW EMPLOYEES

The Town will advise new employees that a Union Agreement is in effect.

ARTICLE 10 - LABOUR/MANAGEMENT NEGOTIATIONS

- a) Bargaining Committee: A Bargaining Committee shall be appointed by the Council consisting of up to three (3) appointees of the Town and the Union shall appoint a Bargaining Committee of up to three (3) as appointees of the Union. The Union will advise the Town of the Union Nominees to the Committee, and the Town will notify the Union of the Town's nominees to the Committee. Committee membership may be changed at any time by the respective parties.
- b) Representatives of the Canadian Union of Public Employees: The Union may have the assistance of a representative of the Canadian Union of Public Employees in collective bargaining, in negotiation of grievances and in scheduled union-management discussions.
- c) Time Off For Meetings: Any representative of the Union on the Bargaining Committee who is in the employ of the Town, shall have the privilege of attending meetings between the Bargaining Committees of the Town and the Union held within working hours without loss of any regular straight time pay. Times for meetings to be fixed by mutual agreement between the Town and the Union.

ARTICLE 11 - SENIORITY

- a) Calculation of Seniority: Seniority shall be established on the basis of an employee's service with the Town, calculated from the date upon which the employee last commenced employment with the town, subject to clauses (b), (d), (e) and (f) of this Article.
- b) Seasonal Employees: Seasonal employees of the Town, are not within the Scope of the agreement and shall not accrue seniority.

- c) Seniority List: The Town will maintain a seniority list showing the date upon which each employees service commenced subject to (b) above. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- d) Seniority During Absence: Subject to the provisions of Article 11 (f), if an employee is absent from work because of sickness, disability, accident, layoff of less than one (1) year, or leave of absence approved by the Town, he shall not lose seniority rights.
- e) Probation for Newly Hired Employees: Except as provided for in 11.b), a newly hired employee shall be on probation until one thousand and forty (1040) hours of actual work has been completed. During the probationary period; the employee shall not acquire seniority nor be entitled to any seniority rights but shall be entitled to all other rights and benefits of this Agreement except in the case of discharge. After completion of the probationary period, seniority shall be effective from the original date of employment. The Town may release a probationary employee at any time during the probationary period, or any extension thereof, and such release shall be deemed to be for just and sufficient cause. Therefore, the provisions of Article 15 – Discharge Cases shall not apply to probationary employees.
- f) Loss of Seniority:
An employee shall lose seniority in the event:
 - 1) He is discharged for just cause and is not reinstated;
 - 2) He resigns in writing;
 - 3) He is absent from work without sufficient cause;
 - 4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by telephone and email or registered mail to do so, unless through sickness or other just cause deemed acceptable to the Employer. It shall be the responsibility of the employee to keep the Employer informed of his current contact information and address;
 - 5) He is laid off for a period longer than one (1) year.

ARTICLE 12 - LAYOFF AND REHIRING

- a) Layoff and Rehiring Procedure: The Town agrees in the event of a lay-off that employees shall, provided ability and qualifications are sufficient, be laid off in the inverse order of their seniority and where it is necessary to rehire employees, former employees shall be re-employed in the inverse order in which they were laid off, provided ability and qualifications are sufficient for the work required to be done.
- b) Reporting Back After Layoff: Employees laid off due to reduction in staff and who fail to report to work within seven (7) days after being notified by telephone and email or registered mail, at the last known address, to do so, shall be considered out

of the service and forfeit all seniority rights, unless such employees fail to report through sickness or any other just cause agreed upon by the Town and the Union.

- c) No Loss in Seniority During Layoff: In the event of layoff, the Town agrees that it will offer employment to employees affected by layoff prior to engaging any new employees for similar work, however, employees shall only be given one written notice to return to work and should they not do so the Town shall have the right to offer the work to the next employee affected by layoff.

ARTICLE 13 - VACANCIES AND NEW POSITIONS

- a) Town Will Notify Union: When vacancies are to be filled, or new positions of a permanent nature within the scope of the Agreement are created, such vacancies shall be bulletined for at least seven (7) days. The bulletins shall be posted on bulletin boards in order that all members will know about the position and be able to make written application. Such notice shall contain the following information: nature of position, ability and skills required, knowledge and education, and salary rate or salary range.
- b) Method of Making Appointments: Vacancies or new positions within the scope of this Agreement shall be filled on the basis of ability and qualifications, as determined by the Employer to perform the work satisfactorily. Where ability and qualifications are comparable and relatively equal, the senior applicant will be selected. A successful internal applicant will be placed on trial for a period of three (3) months. Conditional on satisfactory service, such promotion shall become permanent after the trial period has been completed. In the event the successful internal applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position, without loss of seniority or former salary. Likewise, any promoted employee shall be returned to his former position without loss of seniority or other benefits if they so requests during the trial period. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to his former position without loss of seniority or former salary.
- c) Union Notification of Appointments: The successful applicant and the Union shall be advised in writing of all successful applicants for positions advertised within twenty-one (21) days of the decision.
- d) New Positions and Re-Classifications: Where new positions are created or current positions re-classified, the Town will advise the Union in advance of the nature of the position and the proposed wage or salary rate, then the rate of pay shall be subject to negotiation between the Town and the Union.

Notwithstanding the above, the Town shall have the right to proceed to fill positions until a negotiated agreement is reached. The rate of pay negotiated shall be adjusted retroactively to the date the successful applicant was appointed to the position.

ARTICLE 14 - GRIEVANCE PROCEDURE

- a) The Town acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members who shall be employees of the Town. Such Committee shall be communicated to the Town.
- b) Should a dispute arise between the Town and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle this dispute in the following manner; however, should the Union or the employee fail to proceed within the required time limits or manner set out below, the grievance shall be deemed to be abandoned.

STEP 1:

The employee shall refer the disputed matter in writing to his immediate supervisor within fifteen (15) working days of the dispute, failing that, it shall be deemed there is no dispute or grievance. If a satisfactory reply in writing is not received from the immediate supervisor within three (3) working days of his/her receipt of the disputed matter and the employee wishes to proceed further, the employee shall submit the grievance in writing to the Chair of the Union Grievance Committee within three (3) working days of the reply or non-reply of the immediate supervisor. Should the Union Grievance Committee wish to proceed with the grievance they shall proceed as outlined below.

Employees shall have the right to have a Shop Steward present when meeting with their immediate Supervisor. The Town shall be advised periodically by the Union as to the name of the Shop Steward.

STEP 2:

The Chair of the Union Grievance Committee shall, within twenty-two (22) working days of the event giving rise to the grievance, submit to the Chief Administrative Officer, a written statement of the particulars of the grievance and redress sought. The written statement shall be in a format mutually agreed upon between the Town and the Union and signed by the employee and the Chair or member of the Union Grievance Committee. The Town or its appointees shall declare its position and render its decision within fifteen (15) working days after receipt of the grievance.

STEP 3:

Failing agreement being reached in STEP 2, within fourteen (14) days after the reply in STEP 2, or after the deadline for that reply in the event that the Town fails to reply, the grievance may be submitted to the Town Council and a hearing shall be granted by the Town's Union Grievance Committee within fourteen (14) days following the application. The Committee shall reply in writing within seven (7) days of the hearing.

STEP 4:

Failing a satisfactory settlement within ten (10) working days after the reply in STEP 3, or after the deadline for that reply in the event that the Town fails to reply, the grievance may be referred to Arbitration in accordance with the provisions of the Saskatchewan Employment Act in the Province of Saskatchewan. The decision of the Arbitration Board shall be final and binding on both parties.

- c) Any grievance submitted shall be signed by the grieving employee(s) and shall specify the Article and clause or clauses of the Agreement alleged to have been violated and the redress or adjustment requested.
- d) The Town shall have equal rights to grievance procedures with the Union or its members as outlined above.
- e) Where a dispute involving a question of general application or interpretation occurs, the Town and the Union may agree to by-pass STEPS 1 and 2 of this Article.
- f) Replies to grievances shall be in writing at all stages.
- g) Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- h) The Town will supply the necessary facilities for the grievance meetings.
- i) The time limits fixed in the grievance procedure may be extended by mutual consent in writing of the parties to this Agreement.
- j) 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. No such employee(s) shall lose any salary or other benefits.
- k) The Arbitration Board shall not have jurisdiction to alter, add to, subtract from this Agreement or to substitute any new provisions in lieu thereof or to give any decision inconsistent with the terms of this Agreement or to deal with any matter not covered by this Agreement.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

- a) A dismissed employee shall be advised promptly in writing by the Town of the reason for such dismissal. The Union shall be advised in writing of the Town's action at the same time.

- b) Access to Personnel File: Providing suitable arrangements are made, an employee may review copies of disciplinary actions, appraisals and material relevant to grievances in their personnel file.
- c) An employee, other than a probationary employee as provided in Article 11 (e), who alleges that he has been wrongfully discharged or suspended shall be entitled to a hearing under Article 14 - Grievance Procedure. STEPS 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- d) Should it be found upon investigation as herein before stated, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority rating, and shall be compensated for all regular work time lost at his regular rate of pay. Nothing in this clause shall be deemed to prohibit an Arbitrator or Board of Arbitration from substituting penalty (e.g.) a suspension without pay or from reinstating an employee under such conditions as is found to be just and equitable.
- e) In the event of dismissal under this Article, payment of wages and holiday pay owing will be in accordance with the terms of this Agreement.
- f) Personnel File: If a disciplinary letter on an employee is filed and no subsequent disciplinary letters are filed in the following **forty-eight (48)** month period, upon the written request of the employee such letter shall be removed from the file and will not become part of any subsequent disciplinary action.

ARTICLE 16 - RATES OF PAY

The number of hours and rates of pay for various classes of employees shall be those set out in Schedule "A" attached to and forming part of this Agreement.

ARTICLE 17 - OVERTIME

- a) Overtime Rates on Weekdays: All authorized time worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be deemed to be overtime. Where the Town or Town's designate determines that conditions necessitate overtime and where such work is authorized, overtime will be paid for at the rate of time and one-half (1 1/2) the normal rate of pay for the first two (2) hours and double (2X) time thereafter. Full-time Office employees shall work seven (7) hours per day, thirty-five (35) hours a week from Monday to Friday, unless an alternate work arrangement is mutually agreed to. All overtime hours must be approved by the immediate supervisor in advance of being worked.
- b) Overtime on Days Off and Statutory Holidays: Any employee who is required to work on a regular day off shall be paid at the rate of time and one-half (1 1/2) for the first two (2) hours and double time (2X) thereafter. Any employee who is required to work on a holiday as listed in Article 18 of this Agreement shall be

paid at the rate of time and one-half (1 ½) the normal rate of pay for the first two (2) hours and double time (2X) thereafter. Employees required to work on a Statutory Holiday shall be paid the regular rate of pay as required by the Saskatchewan Employment Act in addition to the overtime at the above rates.

- c) Minimum Call Back Time: Every employee who is called out and required to work outside his regular working hours, shall be paid at overtime rates for a minimum of three (3) hours. This provision shall not apply when the hours worked are continuous with a regular shift.
It is understood and agreed that the Town has the right to require employees to reside within a distance from the Town of Biggar which permits employees to respond to a callout within thirty (30) minutes.
- d) Notification of Overtime Work: When the Town has sufficient advance knowledge of required overtime work, the Town agrees that employees be notified twelve (12) hours in advance (except in the case of emergency as decided by the Town or appointee) of any overtime that may be required to be worked. Overtime within a Department shall be assigned on an equitable basis whenever possible, based on employee qualifications and operational needs. In the event that no one from the Department is available the work will then be offered on a seniority basis to other qualified employees. If no one is available then the junior qualified employee within the Department will be required to perform the work. Every employee shall provide the Town with one phone number where the employee can be contacted with respect to overtime work.
- e) Time in Lieu: Employees who are required to work overtime may at their option take time off in lieu of overtime at applicable overtime rates. In situations where the Supervisor and the Employee(s) agree that there are efficiencies in working outside the scheduled hours of work; the Employee(s) will accumulate and take off the equivalent time in lieu (hour for hour). The Employee may accumulate a maximum of four (4) days (32 hours) per year. Accumulated time off will be taken at a mutually agreed upon time in one (1) or more hour increments; however, if the accumulated time in lieu is not requested and approved for use by November 30th, the Employer will pay the remaining unscheduled time in lieu in first pay period in December and no accruals shall be permitted in December.
- f) Shift Differential: Employees required to work on a regular shift that starts on or after 4:00 p.m. and before 4:00 a.m. Monday to Friday, shall receive, in addition to their regular rate of pay, one dollar (\$1.00) per hour for the complete shift worked. **If an employee is scheduled to work on or after 4:00 p.m. and is requested on less than twenty-four (24) hours notice to report to work prior to 4:00 p.m. they shall be entitled to the shift differential that they would have been paid had their schedule not been adjusted.**
- g) Weekend Differential: Employees required to work on Saturday or Sunday at regular rates of pay shall receive in addition to their regular rate of pay one dollar (\$1.00) per hour for the complete shift worked.

- h) **Standby:** Standby assignment shall mean a period during which the employee is not on regular duty, has been assigned the Town response telephone or has agreed to a formal request to be on standby, and must be available to respond to return to duty. If no employee is available for standby, then the junior qualified employee within the necessary department will be required to perform the standby. An employee on standby assignment shall be paid **two dollars and fifty cents (\$2.50)** per hour. This payment shall be in addition to any call back payment.

ARTICLE 18 - STATUTORY AND SPECIAL HOLIDAYS

All employees shall have the following Statutory and Special holidays off with pay at their regular rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Saskatchewan Day	Boxing Day
Family Day	National Day for Truth and Reconciliation

and any other day proclaimed by the Provincial or Municipal Governments.

When a Statutory Holiday falls on any employee's day or days of rest, the employee shall be granted an additional day off.

Floating Holiday to be credited to each employee on January 1st of each year, same to be taken at a mutually agreeable time between the employee and the Town.

Employees shall submit a request to their immediate supervisor five (5) working days in advance prior to receiving approval to take their floating holiday and shall take their floating holiday on or before December 31st of each calendar year.

ARTICLE 19 - VACATIONS

- a) Holidays shall be in accordance with Provincial Legislation which provides the following:

- after one (1) year of service:
 - three (3) weeks vacation with pay

In addition, employees shall receive:

- after eight (8) years of service:
 - four (4) weeks vacation with pay
- after eighteen (18) years of service:
 - five (5) weeks vacation with pay

- after thirty (30) years of service:
 - six (6) weeks vacation with pay

Employees not designated by the Employer as regular full-time employees shall have their vacation pay paid out on each pay period.

- b) Statutory Holidays During Vacation: If a Statutory holiday or Municipally declared holiday falls or is observed during an employee's vacation period, he will be granted additional vacation for each holiday in addition to his regular vacation time.
- c)
 - 1) Preference in Vacations: An employee who has become entitled to a vacation with pay shall be granted such vacation in respect of which the employee becomes entitled to the vacation.
 - 2) Applications for annual vacations from employees shall be filed with the Town prior to April 15th.
 - 3) Applications filed by employees prior to April 15th shall insofar as it is practicable to do so, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee. Vacation periods shall be taken in no less than a week at a time, unless authorized by the Chief Administrative Officer or in their absence, the Council.
- d) Approved Leave During Vacation: Where an employee qualifies for bereavement leave during their vacation period, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

ARTICLE 20 - SICK LEAVE

- a) Sick Leave Defined: Sick leave means the period an employee is permitted to be absent from work by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- b) Proof of Illness:
 - 1) Every employee claiming sick leave may be required to complete a statutory declaration stating that he/she was ill or injured and unable to work. If requested, the employee shall also produce a duly signed medical certificate to the effect that he/she was unable to perform his/her duties due to illness.

- 2) Any employee who becomes incapacitated for work through illness or injury, shall promptly notify his/her immediate supervisor to this effect. The supervisor must also be notified of the anticipated return as early as possible to permit staffing arrangement. If requested, the employee shall also produce a duly signed medical certificate to the effect that he/she was fit and able to perform his/her duties on return to work.
- 3) Any employee who is unable due to illness or injury to perform any or all of their regular or assigned duties for medical reasons shall provide a medical certificate(s) stating the employee's limitations. If the said medical limitations change, the employee shall immediately notify the Town.
- c) Amount of Sick Leave Credits: Sick leave credits shall be cumulative at the rate of one and one-half (1 1/2) days (12 hours or 10.5 hours) for each month worked. Unused sick leave credits shall be cumulative to a maximum of one hundred and thirty-five (135) days (1080 or 945 hours). The Town shall keep a sick leave record and a statement of accumulative sick leave credits shall be issued to each employee annually.
- d) Benefits: Sick leave shall be available to employees after three (3) months employment, but shall be cumulative from time of commencement. Subject to (b) above, employees on sick leave shall be entitled to their regular pay to the extent of their unused accumulated sick leave credits. The applicable hours shall be deducted from an employee's sick leave credits for each hour of authorized paid sick leave.
- e) Preventative Health Care: An employee who is unable to make the necessary arrangements for personal medical or dental appointments outside of scheduled work hours shall be granted the necessary time off with pay to attend to such matters. Such time shall not exceed three (3) **(24/21 hrs)** days per year and is to be taken in one-half (1/2) **(4/3.5 hrs)** day or more increments. Such leave shall be deducted from the employee's unused sick leave credits. The employee shall provide proof of the reason for the absence.
- f) Caregiver Leave: Full-time employees, who have the sole duty of care for their immediate family, will be granted up to three (3) **(24/21 hrs)** days paid caregiver leave per calendar year for the time the employee is actively required to provide medical care or assistance to a spouse, child, **grandchild** or parent and is to be taken in one-half (1/2) **(4/3.5 hrs)** day or more increments. All relationships shall include those arising from common law and same sex relationships. All paid caregiver leave hours shall be deducted from the employees' accrued sick leave. Employees claiming caregiver leave will complete a statutory declaration prior to or immediately after such leave is approved and may be required to provide a duly signed medical certificate confirming the appointment/absence. Wherever possible, the Employee will schedule caregiver medical appointments outside of work hours, and such appointments are to be arranged in advance.

- g) Supplementation of Workers' Compensation or Insurance Benefits: For a period of up to six (6) months, during the period of benefit under the Workers' Compensation Act or under the provisions of the group insurance plan, unused accumulated sick leave credits will be used to supplement benefits received to one hundred percent (100%) of the employee's regular gross pay. Deductions will be made from unused accumulated sick leave credits on the basis of one-half (1/2) (4/3.5 hrs) of a day for each day needed to subsidize the deficiency

ARTICLE 21 - LEAVE OF ABSENCE

- a) For Union Business: The Town agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Town with respect to grievances, they shall suffer no loss of regular straight time pay for the time so spent.
- b) Union Conventions: Leave of absence without pay and without loss of seniority shall be granted upon request to the Town, to employees elected or appointed to represent the Union at Union Conventions insofar as the operation of the Department will permit.
- c) Compassionate Leave:
- 1) An employee shall be granted a maximum of four (4) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death or critical illness of a parent, wife, husband, common-law spouse or child. For the purpose of this article "critical illness" means an illness or condition that a physician deems life threatening or where a physician identifies death to be imminent.
 - 2) An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death or critical illness of a brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law, or grandchild.
 - 3) An additional two (2) regularly scheduled consecutive work days' leave without pay may be granted when travel in excess of a three hundred and fifty (350) kilometer radius of the Town is required by the employee.
 - 4) Upon the written request of the employee the Chief Administrative Office may approve the leave to be taken as non-consecutive.
- d) Jury Duty: When an employee is subpoenaed for Jury Duty or as a Court Witness, for a matter in which the employee is neither an applicant or respondent, they shall not suffer any loss of salary or wages; however, the employee shall be required to claim the indemnity, provide proof of the indemnity paid by the Court and reimburse the Town.

- e) Leave for Union Officers: Any employee who is selected or elected for a full-time position with the Union or anybody with which the Union is affiliated or who is elected to public office, may negotiate for leave of absence without pay, but with no loss of seniority, by the Town for a period of six (6) months. This period may be extended by the Town at the end of the six (6) month period.
- f) General Leave: The Town may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Town.

ARTICLE 22 - PAYMENT OF WAGES

- a) Pay Days: Employees shall receive their pay on a bi-weekly basis by direct deposit.
- b) Pay During Temporary Transfers: Any employee who is temporarily assigned and required to accept responsibilities and carry out the principle duties of a position senior to that which he normally holds, shall be paid the rate in the scale for such senior position, except where the wage rate received in his own position exceeds the minimum for the position in which he is substituting, in which case he will receive the next highest rate. If any employee is required to substitute for an employee who is receiving a lower rate of pay than the substitute employee, then the pay for such substitution shall not be changed. This shall not apply in cases of seasonal job changes, in which case the schedule shall apply.

ARTICLE 23 - TERMINATION OF EMPLOYMENT

- a) Employees hired prior to January 1, 2020 upon leaving the service of the Town either through voluntary termination, retirement or death and having served ten (10) years or more shall be entitled to receive payment for the unused sick time allowance remaining to his credit up to a maximum of one hundred (100) days. Payment shall be made as outlined below and in the case of death payment is to be made to his beneficiary.
 - ten (10) years and over, but not exceeding fifteen (15) years of service.....1/6th
 - fifteen (15) years and over, but not exceeding twenty (20) years of service.....1/3rd
 - twenty (20) years and over.....1/2 (for voluntary termination of employment)
 - twenty (20) years and over.....sixty (60%) percent (for retirees only)

Payment shall be at the rate of the employee's average daily earnings for the last ten (10) years of service before voluntary termination of employment or retirement.

- b) Except in the case of dismissal for cause, employees who have successfully completed the probation provided for in Article 11 (e), shall receive a minimum of seven (7) days' notice of termination, or give fourteen (14) days' notice of resignation, or more if required by the *Saskatchewan Employment Act*. All such notices above shall be in writing.

In the case of temporary layoff because of lack of work, the Town shall give at least twenty-four (24) hours notice.

ARTICLE 24 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a) **The Employer, the Union and its members agree to comply with *The Saskatchewan Act and Occupational Health and Safety Regulations*.**
- b) **An Occupational Health and Safety Committee shall be established as per *The Saskatchewan Employment Act*.**
- c) The Chief Administrative Officer shall cause the names of the Committee to be posted on the employees' bulletin board.
- d) Time spent by employees in performance of the duties as members of the Occupational Health Committee shall be considered as time worked and payment shall be made on the basis of straight time.
- e) Such Committee shall not deal with matters which ordinarily become a subject for negotiations between the Town and the Union.
- f) When in the opinion of Management, any employee may require same, he shall be supplied with all necessary tools, safety equipment and special protective clothing.
- g) The Town agrees to provide up to \$300/year **for 2022 and 2023** for CSA safety boot/safety clothing allowance for permanent full-time employees, who have completed their probationary period, in accordance with Town policy identifying acceptable safety clothing (including coveralls). The employee will provide a proof of purchase to the Employer when claiming the allowance and the safety footwear will be worn as required according to Occupational Health and Safety Regulations. **This amount will increase to \$350/year for 2024, 2025, and 2026.**

ARTICLE 25 - OTHER BENEFITS

Break Period: All employees will be permitted one (1) fifteen (15) minute rest period approximately midway through each half of a shift where they are scheduled to work more than three (3) consecutive hours.

ARTICLE 26 - GENERAL CONDITIONS

- a) **Bulletin Boards:** The Town will provide bulletin boards so that all employees will have access to them, and upon which the Union and the Town shall have the right to post notices of meetings and such other notices as may be of mutual concern and interest to the employees of the Town.

ARTICLE 27 - COPIES OF AGREEMENT

Copies of revised Agreements will be issued by the Union to all employees within thirty (30) days of signing.

ARTICLE 28 - TERM OF AGREEMENT

- a) For all employees covered by this Agreement, it shall be deemed to have come into effect on the 1st day of January 1, **2022** and shall continue in force and effect until the 31st day of December, **2026**, and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date.
- b) After the initial exchange of proposals requesting changes in the Agreement, no other changes shall be introduced unless mutually agreed to by the parties hereto.
- c) This Agreement further provides for its continuance during any negotiating period.

ARTICLE 29 - SUPERANNUATION

There shall be a compulsory Superannuation Plan for all employees as set out in the Saskatchewan Municipal Employees' Superannuation Plan. The retirement age for all employees shall be in accordance with the Superannuation Plan.

ARTICLE 30 - GROUP INSURANCE AND LONG-TERM DISABILITY

- a) Employees other than regular full-time employees shall be included in Group Benefit Plans as may be required by the provisions of the Saskatchewan Employment Act.
- b) Eligible regular full-time employees shall be enrolled in the S.U.M.A. Group Life Insurance Program and provided with coverage at two times (2X) their annual salary with Accidental Death, Disease and Dismemberment Insurance (AD,D&D). The total cost of the coverage for life insurance and AD,D&D will be paid by the Town.
- c) Eligible regular full-time employees shall be enrolled in the S.U.M.A. Long-Term Disability Program. The total cost of the coverage will be paid by the employees.

- d) The parties agree to implement Extended Health Benefits Plan "A" (including Vision Care) as outlined in the S.U.M.A. Group Benefits Program. The cost of the Plan will be 60% employer paid and 40% employee paid.
- e) The parties agree to implement the Dental Plan "B" as outlined in the S.U.M.A. Group Benefits Program. The cost of the Plan will be 60% employer paid and 40% employee paid.

ARTICLE 31 - JOB SECURITY

Employees covered by this Agreement shall not suffer any loss of wages, hours of regular work, seniority or any other fringe benefits due to the Employer hiring casual labour or contracting work in areas pertaining to or related with the bargaining unit being Local #1151 of the Canadian Union of Public Employees.

ARTICLE 32 - NO STRIKE/NO LOCKOUT

The parties agree to abide with the Saskatchewan Employment Act.

SIGNING PAGE

IN WITNESS WHEREOF

The Town has caused these presents to be sealed with the Seal of the Town of Biggar and signed by the Mayor and Chief Administrative Officer, of the Town, and the Union has caused these presents to be executed on its behalf by the President and Secretary of the Canadian Union of Public Employees and its Local Union #1151.

Dated this 22nd day of December, A.D. 2021.

FOR THE TOWN:



Mayor

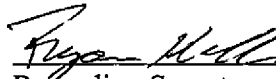


Chief Administrative Officer

FOR THE UNION:



President



Recording Secretary

TOWN OF BIGGAR
Schedule "A" Wages

	Jan.1,2022	Jan.1,2023	Jan.1,2024	Jan.1,2025	Jan.1,2026
	4.00%	3.00%	3.00%	3.00%	3.00%
Accounts/Clerk-Steno					
Start	21.79	22.44	23.11	23.81	24.52
Step 1 - 1820 hours	22.87	23.56	24.26	24.99	25.74
Step 2 - 3640 hours	24.01	24.73	25.48	26.24	27.03
Step 3 - 5460 hours	25.47	26.23	27.02	27.83	28.67
Administrative Assistant					
Start	20.37	20.98	21.61	22.26	22.93
Step 1 - 1820 hours	21.40	22.05	22.71	23.39	24.09
Step 2 - 3640 hours	22.47	23.15	23.84	24.56	25.30
Step 3 - 5460 hours	23.59	24.29	25.02	25.77	26.55
Plants Operation & Maintenance					
Start	22.77	23.45	24.15	24.88	25.62
Level 1 Certification of All Four Areas	25.10	25.85	26.62	27.42	28.24
Level 2 Certification of All Four Areas	26.36	27.15	27.97	28.81	29.67
Level 2 Above + Level 3 Waste Water Treatment	28.89	29.76	30.65	31.57	32.52
<i>*Based on Certification Achieved from Saskatchewan Operators Certification Board</i>					
Heavy Equipment Operator					
Start	24.48	25.22	25.97	26.75	27.55
Step 1 - 2080 hours	25.71	26.48	27.27	28.09	28.94
4160 hours	26.99	27.80	28.63	29.49	30.38
6240 hours	28.34	29.19	30.07	30.97	31.90
Operation & Maintenance 1					
Start	20.37	20.98	21.61	22.26	22.93
Step 1 - 2080 hours	21.40	22.05	22.71	23.39	24.09
4160 hours	22.47	23.15	23.84	24.56	25.30
6240 hours	23.59	24.29	25.02	25.77	26.55
Operation & Maintenance 2					
Start	23.59	24.29	25.02	25.77	26.55
Step 1 - 2080 hours	23.91	24.63	25.37	26.13	26.91
4160 hours	25.10	25.85	26.62	27.42	28.24
6240 hours	26.36	27.15	27.97	28.81	29.67

**Need a Class 3A License to be considered to be placed into the Start of O&M2*

All appointments are approved by the CAO prior to placement in any class and/or step.

****The Town shall determine the starting wage rate for a new employee based on qualifications and experience. The start wage will not be less than the wages set out in Schedule "A".**

GRIEVANCE FORM
(To be completed in triplicate)

Case No.: _____ Local No.: _____

Employer: _____

Employee: _____

Department: _____ Classification: _____

Supervisor: _____

TO: _____

I/We the undersigned claim that _____

Therefore I/We request that _____

Signature of Grievor (s) and Union Officer

Grievor _____ Date _____

Grievor _____ Date _____

Union Officer _____ Date _____

