

COLLECTIVE AGREEMENT

BETWEEN

TOWN OF CANORA

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4438**



FOR THE PERIOD OF:

JANUARY 1, 2022 TO DECEMBER 31, 2025

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this agreement:

- a. To set forth the terms and conditions of employment affecting employees covered by this agreement and to provide procedures for the prompt and equitable settlement of disputes and grievances and other matters affecting the labour relations of the Town of Canora;
- b. To maintain and improve harmonious relations and settled conditions of employment between the employer and the union;
- c. To recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment, service;
- d. To encourage efficiency in operations;
- e. To promote the morale, well-being, and security of all employees in the bargaining unit of the union.

ARTICLE 2 – INTERPRETATION

2.01 Definitions

In this agreement, the expression:

- a. “The employer” means the Town of Canora.
- b. “Council” means the Council of the Town of Canora.
- c. “Town administrator” means the appointed town administrator.
- d. “The union” means the Canadian Union of Public Employees, Local 4438.
- e. “Employee” means any person employed by the Town, except as provided by Article 3.01.

2.02 Definitions of Employees

For the purpose of this agreement, the following definitions shall apply:

- a. A full-time employee is an employee who is regularly scheduled to work the full daily and weekly hours as stated in Article 18.

- b. A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 18.
- c. Relief and casual employees are those who do not work a regular schedule but on a call-in basis for the relief of full-time or part-time employees.
- d. A seasonal employee is any person employed by the Town in a position which is seasonal in nature and is subject to layoff due to shortage of work and recall.
- e. A temporary position is one that is in the bargaining unit temporarily due to the absence of a regular employee or due to the creation of a position for a particular purpose and with a definite end date.

ARTICLE 3 – SCOPE, RECOGNITION, AND NEGOTIATION

3.01 Scope

This agreement shall cover all employees employed by the Town of Canora except the town administrator, town superintendent, confidential administrative assistant, director of leisure services, economic development officer, swimming pool manager, fire chief, employees employed by the fire department, and students as defined in Article 3.04 (c).

3.02 Bargaining Unit

The employer recognizes the Canadian Union of Public Employees and its Local 4438 as the sole and exclusive collective bargaining agent for all of its employees.

3.03 No Other Agreements

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

3.04 Contracting Out, Volunteers, and Work of the Bargaining Unit

- a. The employer agrees that there shall be no reduction in the number of bargaining unit members and that no employees shall be laid off or have their hours of work reduced as a result of the employer contracting out work or soliciting the help of volunteers.
- b. Employees whose jobs are not in the bargaining unit shall not work in any job which is included in the bargaining unit, except for the purposes of instruction, a helping hand, experimentation, or emergencies, when the performance of such operations in and of itself does not reduce the hours of work or pay of an employee.

- c. When grant money is available and has specified hiring criteria, the employer may employ students under a government-funded program, or place students in an approved work experience program. The employer agrees that such placement will in no way effect the job security or hours of work of any bargaining unit member. Summer students or work experience placements will not be hired to fill vacant positions in the bargaining unit.

ARTICLE 4 – NO DISCRIMINATION

- 4.01** Pursuant to and unless otherwise permitted by the Saskatchewan Human Rights Commission, the employer and the union agree that there will be no discrimination by reason of age, race, creed, colour, nationality, ancestry, place or origin, political or religious affiliation or activity, sex, sexual orientation or marital status, family relationship, place of residence, physical appearance (other than manner of dress), disability, or by reason of membership or activity in the union.

ARTICLE 5 – HARASSMENT

5.01 Harassment

- a. The employer agrees that no form of harassment shall be allowed in the workplace or work-related situations. The employer agrees to take prompt and fair measures to deal with allegations of harassment of or by any of its employees. The union and the employer expect that all managers, independent contractors, taxpayers, and union members will conduct themselves with respect for the rights and feelings of others.
- b. Harassment will be dealt with in accordance with employer policy. When an alleged victim of harassment wishes, a joint union/management committee will be struck to deal with the matter.

5.02 Procedure

- a. In cases of harassment and other forms of discrimination, an employee, group of employees, or the union shall have the right to file a grievance. If possible, the parties will use alternate dispute resolution before invoking the grievance procedure.
- b. Complaints or grievances about harassment shall be settled with every effort made to eliminate harassment and to protect the confidentiality of the alleged victim. Management and employees will be expected to co-operate in preventing harassment, identifying harassment situations, and reporting promptly and disclosing all information in order to facilitate the harassment investigation.

ARTICLE 6 – UNION SECURITY

6.01 All Employees to be Members

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

ARTICLE 7 – CHECK OFF OF UNION DUES

7.01 Check off Payments

The employer shall deduct from every employee any dues, initiation fees, or assessments levied by the union on its members.

7.02 Deductions

Deductions shall be made from the payroll 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, accompanied by a list of names, addresses, classifications, and gross wages of employees from whose wages the deductions have been made. The list shall also show amounts of dues, assessments, and initiation fees deducted from each employee.

7.03 Dues Receipts

The employer agrees to record all union dues paid in the previous year on an employee's income tax (T-4) slip.

ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 New Employees

The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

8.02 Copies of the Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to **their** union steward or representative. The steward or representative will provide **them** with a copy of the collective agreement.

8.03 Interviewing Opportunity

An officer of the **union** shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment so as not to disrupt the regular flow of work.

ARTICLE 9 – CORRESPONDENCE

9.01 Correspondence

All correspondence between the **parties** arising out of this **agreement** shall pass to and from the **town administrator** and the **union president** or designate. A copy of any correspondence between the employer, or **their** designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this **agreement** shall be forwarded to the **union president** or designate.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representation

No employee, or group of employees, shall undertake to represent the **union** at meetings with the employer without the proper authorization of the **union**. In representing an employee or group of employees, an elected or appointed representative of the **union** shall be the spokesperson. The **union** will supply the employer with the names of its officers. Likewise, the employer shall supply the **union** with a list of its supervisory personnel with whom the **union** may be required to transact business.

10.02 Union Bargaining Committee

A **union bargaining committee** shall be elected or appointed and consist of members of the **union** and the national representative. The **union** will advise the employer of the **union members** of the committee.

10.03 Representative of Canadian Union of Public Employees

The **union** shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representative(s) shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance.

10.04 Technical Information

Within ten (10) working days of a request by the union, the employer shall make available to the union any relevant information required by the union for collective bargaining purposes.

ARTICLE 11 – LABOUR MANAGEMENT COMMITTEE AND EMPLOYER’S RESOLUTIONS

11.01 Labour Management Committee

A Labour Management Committee shall be established and maintained. The committee shall consist of the town administrator and one (1) member of the Town Council plus the president of Local 4438 and one (1) other member appointed by the union.

The purpose of the committee will be to discuss workplace-related labour relations matters, including proposed or potential policy changes, in such a way as to address issues which may lead to labour relations misunderstandings or grievances.

Meetings will be held at the call of either party but not more frequently than once a month unless otherwise agreed to. Meetings will be held during normal working hours and no employee shall suffer a loss of straight-time hourly pay as a result of attending Labour Management Committee meetings.

11.02 Copies of Resolutions

A copy of the minutes of the Council shall be given to the union president or designate within three (3) days after the minutes have been approved.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definition of Grievance

A grievance shall be defined as any difference or dispute between the employer and any employee(s) or the union pertaining to any matter involving the interpretation, application, or alleged violation of any provision of this agreement, when the difference or dispute has not been resolved following an informal discussion between the parties concerned.

12.02 Recognition of Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union grievance committee.

12.03 Handling Grievances During Work Hours

A member of the grievance committee, as well as the aggrieved employee(s), have the right to leave assigned duties for a reasonable period and so as not to disrupt the employer's business to discuss any grievance with appropriate representatives of the employer. Such grievance committee member or aggrieved employee shall not lose any pay for time so spent.

12.04 Settling of Grievances

At each step of the grievance procedure, the grievor shall have the right to be present. The employer and the union agree that the grievance and arbitration procedure should be an efficient and expeditious mechanism for the resolution of grievances. Therefore, the agreed procedure for the resolution of all grievances shall be as follows:

- a. Step 1:
 - i) In the event of a grievance arising, following an informal discussion, the employee(s) concerned shall first refer the matter to the grievance committee, which, if it considers the grievance a legitimate one, shall then present it in writing within thirty (30) working days of its occurrence to the town administrator. The grievance shall be deemed abandoned and rendered outside the jurisdiction of an arbitrator if the party initiating the grievance fails to comply with the limits and procedures contained in Article 12.04 (a) i).
 - ii) A representative from the grievance committee and the employee(s) and the town administrator shall meet to discuss the grievance within ten (10) working days of its receipt.
 - iii) The town administrator shall render a written decision to the employee(s) within ten (10) working days of such discussion, with copies to the local union secretary and to the grievance committee.
- b. Step 2:
 - i) In the event that resolution of the grievance is not achieved under Step 1, the grievance may be advanced to Council by submitting it in writing within ten (10) working days of receipt of the decision at Step 1 to the town administrator.
 - ii) A hearing with Council shall occur at the next regular meeting of Council following receipt of the grievance provided that three (3) working days exist between the receipt and the meeting.

- iii) Council shall send its decision in writing to the union within ten (10) working days of the hearing.
- c. Step 3:
 - i) Failing agreement under Step 2, the grievance may be referred to an arbitrator within fifteen (15) working days following receipt of Council's decision at Step 2. If the parties are unable to agree to a single arbitrator within fifteen (15) working days, the grievance shall be referred to a board of arbitration.

12.05 Disputes Involving General Application or Interpretation

Where a dispute on a question of general application or interpretation occurs, the employer and the union may agree to bypass Step 1 of Article 12.04.

12.06 Procedure When Time Limits Expire

If the administrator or Town Council do not reply within the prescribed time limits, and have not requested or been refused an extension, the union shall have the right to proceed to the next step. If the union does not reply within the prescribed time limits, and has not requested or been refused an extension, the grievance will be deemed to be settled on the basis of the employer's reply at the previous step.

12.07 Provision of Information

The employer agrees to provide all relevant information concerning any grievance to the officers of the union upon request.

12.08 Technical Objections to Grievances

No grievance shall be defeated or denied by any formal or technical objection, except per Article 12.04(a)(i). An arbitrator or board of arbitration shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator or board deems just and equitable.

ARTICLE 13 – ARBITRATION

13.01 Composition of Arbitration Board

- a. When either party requests that a grievance be submitted to a board of arbitration, the request shall be made by registered mail addressed to the other party to this agreement, indicating the name of its nominee on the arbitration board. The other party shall answer within seven (7) calendar days by registered mail indicating the

name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.

- b. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within fourteen (14) calendar days of appointment, either party may request that the Minister of Labour for the Province of Saskatchewan make the appointment.

13.02 Decision of the Board or the Arbitrator

- a. The board or the arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the board or the arbitrator. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days after the conclusion of the hearing.
- b. The decision of the majority shall be the decision of the board. The decision of the board of arbitration or the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the board of arbitration or the arbitrator have the power to change this agreement, or to alter, modify, or amend its provisions.
- c. Should the parties disagree as to the meaning of the decision either party may apply to the arbitrator or the chairperson of the board of arbitration to reconvene the board to clarify the decision, which it shall do within ten (10) working days.

13.03 Expenses of the Board or the Arbitrator

When either party refers a grievance to arbitration, each party shall pay the fees and expenses of their own nominee and witnesses and shall pay one-half (1/2) the cost of the fees and expenses of the arbitrator or chairperson of the board.

ARTICLE 14 – DISCHARGE, SUSPENSION, AND DISCIPLINE

14.01 Discipline and Discharge

An employee who has completed **their** probationary period may be dismissed or disciplined only for just cause.

14.02 Discipline Procedure

When employees are disciplined, they shall be notified in writing of the action and/or penalty, with a copy to the president or designate of the union.

14.03 Burden of Proof

In cases of discharge and discipline, the burden of proof shall rest with the employer.

14.04 Warning

- a. The employer agrees to adhere to the principles of progressive discipline.
- b. This article shall be applicable to any expression of dissatisfaction which may be detrimental to employees' advancement or standing with the employer, whether or not it relates to their work. The employees' reply to any expression of dissatisfaction shall become part of their record. Failure to grieve previous discipline or to pursue a grievance to arbitration shall not be considered an admission that such discipline was justified.

14.05 Right to have Union Representative Present

Where a supervisor intends to interview employees for disciplinary purposes, the supervisor shall notify the employees in advance of the purpose of the interview in order that the employees may contact a union representative to be present at the interview.

14.06 Personnel Records

Employees shall have the right to have access to and review their personnel record after making prior arrangements with the town administrator. Employees shall have the right to make copies of any material contained in their personnel record upon signing a release of the employer of confidentiality obligations.

14.07 Voluntary Termination

Employees desiring to voluntarily terminate employment with the employer will give two (2) weeks' written notice of such termination. Such notice may be altered by mutual agreement.

14.08 Payment of Wages and Benefits of Severed Employees

Employees who are discharged or who resign or retire from service with the employer shall be paid all wages, benefits, and vacation pay due to them on the first subsequent pay day following termination or discharge.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

Seniority is defined as the start date of employment with the employer and shall include service with the employer prior to the certification or recognition of the union. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion,

lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

An employee shall earn seniority for:

- a. Annual vacations;
- b. Paid holidays;
- c. All paid leaves;
- d. Any authorized unpaid leave up to sixty (60) calendar days at one time;
- e. Consecutive time off while receiving benefits under the *Workers' Compensation Act*;
- f. Consecutive time off while receiving benefits from SUMA's short or long-term disability plans;
- g. Leave granted under Article 23.01 of this agreement;
- h. Maternity leave;
- i. Parental leave;
- j. Adoption leave;

15.02 Seniority List

The employer shall maintain a seniority list showing the date upon which each employee's service commenced and the number of service hours the employee has accumulated as per Article 15.01. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year.

15.03 Probation for Newly Hired Employees

A newly hired full-time employee shall be on probation for the first ninety (90) calendar days of employment. Probation for employees working in seasonal or casual positions shall be four hundred and eighty (480) actual hours worked. During any probationary period, the employee shall be entitled to all rights and benefits of this agreement. Seniority shall be effective from the original date of employment. Probationary employees may be terminated for unsuitability as it relates to job performance.

15.04 Loss of Seniority

Employees shall only lose their seniority in the event they are:

- a. Discharged for just cause and are not reinstated;
- b. Resign in writing;
- c. Fail to return to work within fifteen (15) working days following a recall as described in Article 17.03, unless through sickness or other just cause;
- d. Laid off for longer than fourteen (14) months.

15.05 Transfer and Seniority outside Bargaining Unit

No employees shall be transferred to a position outside the bargaining unit without their consent. If employees are transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Employees shall have the right to return to their position in the bargaining unit during **their** trial period, which shall be a maximum of ninety (90) days.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

- a. When a new position is created or when a vacancy occurs inside the bargaining unit and when the employer intends to fill the vacancy, the employer shall immediately notify the union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week. The employer may post the position externally at their discretion.
- b. A vacancy exists when a position will be vacant for twenty (20) working days.

16.02 Posting Information and Applications:

- a. Postings shall contain information regarding the nature of the position, its location, the necessary qualifications and skills, current hours of work, and the closing date for application. The posting shall refer applicants to the collective agreement for wage and benefit provisions.
- b. Employees shall be entitled to apply for posted positions by means of written application delivered to the Town Office by mail, hand, facsimile, or electronic transmission. No application need be considered if received later than the closing date identified in Article 16.02 (a).

16.03 Role of Seniority in Filling Vacancies

Both parties recognize:

- a. The principle of promotion within the service of the employer;
- b. That job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and skills in accordance with Article 16.02 (a). Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

16.04 Trial Period

Employees shall be in a trial period for up to ninety (90) calendar days. Conditional on satisfactory service, employees shall be declared permanent after the period of ninety (90) calendar days. The employer shall not curtail the trial period without just cause. If the successful applicant proves unsatisfactory in the position during the trial period, or if the employees are unwilling to remain in the new job classification, they shall be returned to their former position and wage without loss of seniority. Any other employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage rate, without loss of seniority.

16.05 Promotions Requiring Higher Qualifications

Except when qualifications are required by law, consideration for promotion may be given to the senior applicants who do not possess the required qualifications, but are preparing for qualification prior to filling the vacancy. Such employees may be given a trial period of up to ninety (90) days to qualify for the new position, provided it is possible to meet the qualifications of the new position within the ninety (90) day period. This time period will allow for the employees to revert to their former position if the required qualifications are not met within such time.

16.06 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment of a vacant position, the name of the successful applicant shall be posted on all bulletin boards. The union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, and terminations of employment.

16.07 Disabled and Older Worker Provision

When an employee is unable to perform normal duties, and conditional on a medical certificate, the employer shall endeavour to provide alternate employment.

16.08 New Positions and Reclassifications

Where new positions are created or current positions reclassified, the administrator will advise the union in advance of the nature of the position and the proposed wage or salary rate. In the event the union shall disagree with the proposed rate, the rate shall be negotiated between the employer and the union.

16.09 Employee Performance Review

When a review of employees' work performance is made, employees shall be given the opportunity to read the review. Employees' signature on their review shall not, unless stated otherwise, constitute an agreement with the contents of the review.

ARTICLE 17 – LAYOFFS AND RECALL

17.01 Definition of Lay-off

Except for unplanned or emergency temporary shutdowns, a lay-off shall be defined as a temporary or permanent reduction in the workforce.

17.02 Role of Seniority in Lay-offs

In the event of a lay-off, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may, within five (5) working days, displace any employee with less seniority, providing the employee exercising the right has the qualifications and skills to perform the work of the less senior employee.

17.03 Recall Procedure

- a. Employees shall be recalled to positions from which they have been laid off in the order of their seniority.
- b. Employees on layoff shall be notified of recall by personal contact or registered mail. Laid off employees shall ensure that the employer has their current address.
- c. The refusal of employees to accept recall to employment will not result in termination of seniority and will not prejudice their right to recall in the future.
- d. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity to apply for and be placed in vacant positions, per Article 16.03.

17.05 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the employer shall notify employees who are laid off thirty (30) calendar days prior to the effective date of lay-off. If the employees have not had the opportunity to work the days as provided in this article, they shall be paid at their regular rate of pay for the thirty (30) calendar days for which work was not made available.

17.06 No Loss of 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. If laid off employees are re-employed within fourteen (14) months, they shall be credited with previous service for the purpose of determining seniority, length of service, vacations, and other benefits based on length of service.

ARTICLE 18 – HOURS OF WORK

18.01 Regular Shifts

Normal working hours, exclusive of mealtimes, Monday through Friday, both days inclusive shall be:

for outside staff

- i) eight (8) hours in any one day;
- ii) forty (40) hours in any one week.

for inside staff

- i) seven and one half (7.5) in any one day;
- ii) thirty seven and one half (37.5) in any one week

18.02 Days of Rest

With the exception of pool staff, and unless otherwise mutually agreed upon by the parties to this agreement, each employee shall be entitled to two (2) consecutive days of rest in every seven (7) day period.

18.03 Lunch Period

All employees on regular shifts shall be entitled to a one (1) hour unpaid break for lunch. Employees on lunch shall not be considered as being on duty during the lunch period and the lunch period will not be counted in the calculation of hours worked.

18.04 Rest Periods

All employees shall be entitled to a twenty (20) minute rest period in the first half of a shift and a twenty (20) minute rest period in the second half of a shift.

18.05 Work Schedules

Employees' days and hours of work shall be posted on all the approved bulletin boards one (1) week in advance.

18.06 Changing Shifts

Except in cases of emergency, one (1) week's notice shall be given of all changes of shifts.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

Overtime means the hours employees are required to work in excess of eight (8) hours a day (exclusive of the lunch period) or forty (40) hours a week. Employees shall be paid one and one-half (1 ½) their regular rate of pay for each hour or part of an hour of overtime they are required to work.

19.02 Time Off in Lieu of Overtime

Instead of a cash payment, an employee may choose to receive time off equal to the appropriate overtime earned at a time selected by the employee and agreed upon by the employer.

19.03 Call Back Guarantee

An employee who is called back to work outside of **their** regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

19.04 Voluntary Overtime

Overtime work shall be on a voluntary basis except in cases of emergency.

ARTICLE 20 – PUBLIC HOLIDAYS

20.01 Public Holidays

Except as otherwise provided, the following shall be observed as paid holidays:

New Year's Day
Good Friday
Canada Day
Labour Day
Remembrance Day
Boxing Day

Family Day
Victoria Day
Saskatchewan Day
Thanksgiving Day
Christmas Day
National Day for Truth and Reconciliation

any other day proclaimed as a holiday by the federal, provincial, or municipal government.

On December 24, employees would be allowed to cease work at noon. Overtime provisions do not apply as on statutory holidays.

20.02 Compensation for Holidays Falling on Saturday or Sunday

When any public holiday falls on a Saturday or Sunday, the previous Friday, or the following Monday, shall, at the discretion of the employer, be deemed to be the holiday for the purpose of this agreement.

20.03 Overtime Rate for Public Holiday

Employees who work on a holiday shall be paid at their regular rate of pay for each hour or partial hour they work, plus a sum equal to one and one-half (1 ½) times the employees' regular rate of pay for each hour or part thereof they work on such holiday.

ARTICLE 21 – ANNUAL VACATION

21.01 Length of Vacation

Employees shall be entitled to vacation leave with pay as follows:

- a. Employees shall be entitled, from the date of employment to their first-anniversary date of one year of service, to a vacation leave with pay one and one-quarter (1 ¼) days of vacation leave for every month of service.
- b. Subsequent to the first-anniversary date, for one year of service, an employee shall be entitled to three (3) weeks vacation with pay for each full year of service.

A “year of service” will be the period from one anniversary date to the same date in the following calendar year.

- c. Employees shall be entitled to four (4) weeks annual vacation, with pay, after they have completed ten (10) years of service with the Town. Employees shall be entitled to the extra week of vacation at any time during the year, after their tenth

(10th) anniversary date, and for each subsequent full year of service thereafter be entitled to four (4) weeks annual vacation

- d. Employees shall be entitled to five (5) weeks annual vacation after they have completed twenty (20) years of service with the Town. The employee shall be entitled to the extra week of vacation at any time during the year, after their twentieth (20th) anniversary date, and for each subsequent full year of service thereafter be entitled to five (5) weeks annual vacation leave.

21.02 Vacation Preference

All employees shall on a first come first serve basis, 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.

21.03 Unbroken Vacation Period

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the town administrator.

21.04 Banking Vacation Credits

Employee shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following vacation year at the rate of pay when the vacation is earned.

21.05 Compensation for Holidays in Vacations

When a public holiday falls within an employee's annual vacation, such employee shall be given an additional day of annual vacation in lieu of the holiday at a time mutually agreeable between the employee and the town administrator.

21.06 Approved Leave of Absence During Vacation

When employees qualify for sick leave, compassionate or any other approved leave during their vacation period, there shall be no deduction from vacation credits for the absence. The period of vacation displaced shall either be added to the vacation period or reinstated for use at a later date, at the employees' option, provided adequate staffing levels are maintained. The employer has the right to request a medical certificate.

21.07 Pay in Advance of Vacation

All pay for the period of earned vacation, if requested by the employee at least one (1) week in advance of the commencement of their vacation, shall be payable prior to taking such leave.

21.08 Overtime Vacation Rate

No employees shall be required to work during a scheduled vacation period except in case of emergency. However, should employees agree to work when requested during a scheduled vacation, they shall be paid for a minimum of three (3) hours at the overtime rate plus one (1) vacation day in lieu off for each day in which work was performed.

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or under examination or treatment by a physician, chiropractor, optician dentist, **physiotherapist, or mental health practitioner**, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and includes time for absence from work due to check-ups and other preventative health care.

22.02 Paid Sick Leave

Employees shall be entitled to paid sick leave as follows:

- a. All employees shall earn sick leave credits at the rate of one and one-quarter ($1 \frac{1}{4}$) days for each month of service to a maximum accumulation of forty-five (45) days.
- b. Short-term disability benefits shall be provided to regular full-time employees through the Saskatchewan Urban Municipalities Association Group Benefits Program in accordance with Article 27.02 of this agreement. The first fourteen (14) calendar days of any illness shall be covered by a regular, full-time employee's earned sick leave credits.
- c. When an employee is on sick leave which does not qualify for short-term disability benefits, or when an employee is not enrolled in the short-term disability plan, then such leave shall be deducted from an employee's sick leave credits.
- d. Employees may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they are unable to carry out their duties due to illness. After ten (10) working days, the employer may request a certificate of second opinion from another medical practitioner acceptable to the employer certifying that the employees are unable to carry out their duties due to illness. The employer shall bear the cost of the certificates.
- e. Notwithstanding Article 22.02 (d) above, where a pattern of absence due to sick leave is identified, employees may be required to provide a certificate from a

medical practitioner for illnesses of three (3) days or less. In such cases, an employee may be required to attend a medical practitioner selected by the employer. The employer shall bear the cost of these certificates.

22.03 Sick Leave Credits Retained

Laid off employees shall retain their cumulative sick leave credits existing at the time of the layoff.

ARTICLE 23 – OTHER LEAVES OF ABSENCE

23.01 Leave of Absence for Union Functions

One employee representing the union at a Canadian Union of Public Employees convention, conference, or educational, shall be granted leave without loss of seniority to attend upon giving two (2) weeks' written notice. Employees attending these events shall be paid their regular wage and shall be provided their regular benefits during the leave. The employer shall invoice the union for those wages and the employer's portion of the benefit premiums. Additional employees may be granted leave under this article at the employer's discretion.

23.02 Leave of Absence for Full-Time Union or Public Duties

- a. The employer recognizes the right of an employee participate in public affairs. Therefore, upon written request, the employer shall allow unpaid leave of absence, without benefits and without loss of seniority, so that the employee may be a candidate in federal, provincial, or municipal elections.
- b. An employee who is elected to public office shall be allowed unpaid leave of absence without benefits and with loss of seniority during their term of office.
- c. An employee who is elected or selected for a full-time position with the union shall be granted unpaid leave of absence without benefits and with seniority accumulation for a period of one (1) year.

23.03 Bereavement Leave

An employee shall be granted up to three (3) working days of leave without loss of pay or benefits or seniority plus one (1) day of travel if more than 400 km radius from the Town of Canora in the case of a death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and equivalent common-law and "step" relationships, grandparent, grandchild, or fiancé.

23.04 Pallbearer's Leave

One-half (1/2) day leave shall be granted without loss of pay, benefits, or seniority to attend a funeral as a pallbearer.

23.05 Family Responsibility Leave

Employees shall be granted three (3) days with pay per year to attend to:

- a. The temporary care of a dependent family member;
- b. Medical and dental appointments for dependent family members;
- c. Critical illness of family members as identified in Article 23.03.

Leave shall be deducted from an employee's accumulated sick leave.

23.06 Maternity Leave

- a. An employee shall, upon **their** written request providing at least two (2) weeks' advance notice, be granted maternity leave to become effective twelve (12) weeks immediately preceding the date of expected delivery, or such shorter period as may be requested by the employee, providing that **they** commence maternity leave no later than the date of delivery.
- b. Maternity leave shall be without pay and benefits, except during the health-related absence or "disability period" that occurs during every pregnancy where an **employee** is absent from work and is also in receipt of sick leave. The pregnant employee may move from the unpaid maternity leave to sick leave and return to maternity leave once **they** have recovered from **the** birth.
- c. The leave shall consist of any period up to twelve (12) months in any combination before or after the birth of the child.
- d. An employee on such leave shall provide the employer with at least two (2) weeks' written notice of readiness to return to work. The employer shall reinstate **them** in the same or equivalent position held by **them** immediately prior to taking leave.

23.07 Adoption and Parental Leave

- a. An employee shall, upon written request and two (2) weeks' advance notice, be granted leave without pay for up to twelve (12) months for the purpose of adopting a child or for parenting duties following the birth of a child.
- b. An employee on such leave shall provide the employer with at least two (2) weeks' written notice of readiness to return to work. The employer shall reinstate

the employee in the same or equivalent position held immediately prior to taking leave.

23.08 Accrual of Seniority/Benefits During Maternity, Adoption, and Parental Leave

While on the above leave(s), employees shall accumulate seniority and service towards vacation credits. Pension and group benefits may be continued as per Article 27.03.

23.09 Time Off for Elections

Employees shall be allowed four (4) non-working consecutive hours before the closing of the polls in any federal election or referendum and three (3) non-working hours in any provincial or municipal election or referendum. Employees shall receive pay, benefits, and seniority for any hours in the four (4) or three (3) hour period that they are scheduled to work.

23.10 Paid Jury or Court Witness Duty Leave

The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court.

23.11 General Leave

An employee shall be entitled to leave of absence without pay and benefits and without loss of seniority when the employee requests such leave for good and sufficient cause. Such requests shall be in writing and will be subject to approval at the discretion of the employer.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Paydays

The employer shall pay salaries in accordance with Schedule “A” which forms part of this agreement.

Payment of wages shall be on a monthly basis with an advance by the fifteenth (15th) of each month and the remainder with deductions on the last full banking day of the month.

24.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

24.03 Acting Supervisor Premium

Employees who fill in for temporary absences of the **public works supervisor** will receive the following premiums:

1. If the absence is for **fifteen (15)** consecutive working days or less, the employee will receive \$1.00 per hour on top of the employees' regular rate of pay. The premium will be paid for all hours worked including overtime.
2. If the absence is in excess of **fifteen (15)** consecutive working days, the relieving employee will receive the rate of pay normally paid to the **public works supervisor**.

24.04 Temporary Performance of Higher Duties

When employees temporarily relieve in or perform the duties of a higher paying position for more than **fifteen (15)** consecutive working days, inside or outside the bargaining unit, they shall be paid at the rate of the higher paid position that is closest to but higher than their regular rate of pay.

24.05 Pay on Temporary Transfers, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's pay rate shall not be reduced.

24.06 Standby

- a. Employees required to be on standby outside of regular working hours Monday to Friday shall be paid \$1.00 per hour plus a minimum of three (3) hours at the applicable overtime rate per call out.
- b. Employees required to be on standby on a weekend or holiday shall be paid \$1.00 per hour plus a minimum of three (3) hours pay at the applicable overtime rate of pay per call out.

24.07 Facility Checks

- a. Employees required to perform facility checks on weekends or statutory holidays shall receive two (2) hours pay per day at the applicable overtime rate.
- b. Where an employee assigned facility checks is required to perform duties other than the monitoring of equipment, **they** shall, in addition to the provisions in Article 24.06 (a), be paid at the applicable overtime rate for each hour or portion of an hour **they** perform such duties.

24.08 Mileage Allowance

Employees required to perform work duties for the Town in such a way as they are required to use their own vehicle will be paid a mileage rate, which will be equal to the mileage rate paid to members of Town Council.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Occupational Health and Safety Committee

An Occupational 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 (2) union and two (2) employer members. The Occupational Health and Safety Committee shall hold meetings as required by provincial legislation or as requested by the union or by the employer for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the employer, the union, and the provincial government with a copy posted at the Town Hall and Workshop.

25.02 Health and Safety Clothing, Tools, and Equipment

The employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment, and protective clothing required. These shall be maintained and replaced, where necessary, at the employer's expense.

ARTICLE 26 – TRAINING AND EDUCATIONAL LEAVE

26.01 Training Opportunities Posted

The employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- a. Type of course (subject and materials covered);
- b. Time, duration, and location of course;
- c. Minimum qualifications required for applications.

When practical this bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

26.02 Training Compensation

Training shall be compensated as follows:

When the employer requires employees to take a specific course, or to attend an educational event that has relevance to and/or will be of benefit to the employee's work, the employees shall:

- a. Be reimbursed costs associated with the course or event including registration, travel, accommodations, meals, and course materials;
- b. Receive time off with pay to attend courses or educational leaves during regular working hours.

ARTICLE 27 – EMPLOYEE BENEFITS

27.01 Pension

All permanent employees shall join the Municipal Employees Pension Plan. The employer and employee shall make contributions in accordance with the provisions of the plan.

27.02 Group Benefits Plan

The parties agree to maintain the coverage provided through the existing group benefits plan through the Saskatchewan Urban Municipalities Association that includes: life insurance, accidental death and dismemberment, long-term disability, short-term disability, and dental. The cost of the plan shall be shared equally by the employer and the employee; however, employees are deemed to have paid all of the short-term disability plan and long-term disability plan cost out of their share. Employees shall be permitted to purchase additional life insurance and accidental death and dismemberment coverage. The employer shall deduct the additional premiums from the employees' pay cheques.

27.03 Continuation of Pension and Benefits

Employees may choose to continue their pension or group benefits by contributing 100% of the premiums during an approved leave of absence.

27.04 Employee and Family Assistance Plan

The employer shall maintain and fully fund an employee and family assistance plan.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards

The employer shall provide bulletin boards in the Town Office and Public Workshop which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notices of meetings and any other notices that may be of interest to the employees.

28.02 Communication to Members

Union representatives are entitled to distribute union literature and to convene union meetings with prior notification on the employer's Public Workshop premises during non-working hours.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 Copies of Agreement

The employer agrees to provide each employee and the union with a copy of the collective agreement.

ARTICLE 30 – TERM OF AGREEMENT

30.01 Duration

This agreement shall be binding and shall remain in effect from January 1, 2022 to December 31, 2025 and shall continue in force thereafter on the same terms and conditions unless written notice is given by either party to the other in the manner hereinafter provided.

30.02 Notice of Changes

Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred and twenty (120) days prior to the termination date, give notice in writing to the other party to negotiate revisions.

SCHEDULE "A"
Classifications and Salary Rates

Classification	Effective Jan. 1, 2022	Effective Jan. 1, 2023	Effective Jan. 1, 2024	Effective Jan. 1, 2025
Labourer I	23.38	23.94	24.47	25.01
Labourer II	27.09	27.74	28.35	28.97
Assistant WTP Operator	27.09	27.74	28.35	28.97
WTP Operator	29.63	30.34	31.01	31.69
Senior Operator	34.19	35.01	35.78	36.56
Office Clerk	21.90	22.43	22.92	23.42
Caretaker	19.99	20.47	20.92	21.38
Casual Relief Office	18.23	18.66	19.07	19.49
Casual Relief Caretaker	18.23	18.66	19.07	19.49




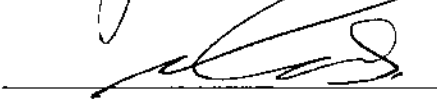
Swimming Pool Staff





Level 1	14.47	14.82	15.14	15.48
Level 2	15.16	15.53	15.87	16.22
Level 3	15.96	16.34	16.70	17.07
Level 4	16.46	16.85	17.22	17.60

SIGNED THIS 16 DAY OF February, 2022

On behalf of the
THE TOWN OF CANORA

On behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4438

JG/bs:cope491

LETTER OF UNDERSTANDING #2002-01

Between
The Town of Canora
And
CUPE Local 4438


RE: USE OF TOWN WORKSHOP

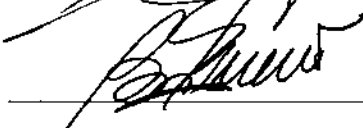
Employees shall have access to and use of the Town Workshop one (1) day each week as designated by the Labour-Management Committee.


The Labour-Management Committee shall monitor employee access and use of the Town Workshop. At any time after sixty (60) days following the signing of this letter of understanding, the Labour-Management Committee may make a recommendation to Council to increase the weekly access and, subject to Council's approval, employee access and use of the Town Workshop may be increased.

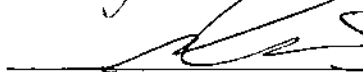
DATED THIS 16 DAY OF February, 2022

On behalf of the
TOWN OF CANORA

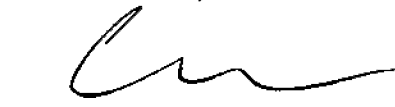










On behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4438







LETTER OF UNDERSTANDING #2010-01

between
The Town of Canora
and
CUPE Local 4438

RE: WATER WORKS ON-CALL

The parties recognize the necessity to provide after-hours on-call standby coverage of the water works. In order to provide this after-hours coverage, it is necessary for a designated employee who has water certification and experience to carry a cell phone outside of regular working hours.

Certified employees who perform this function will receive a stand-by premium rate of \$.50 per hour for all hours designated as stand-by.

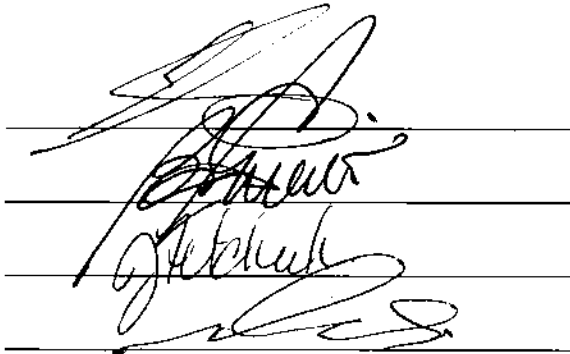
This will require a certified staff member to carry the water works cell phone and be accountable for utilities issues outside of regular working hours. Automated utilities alarms will be directed to the water works cell phone.

This requirement should not affect usage of, or standby pay for, the primary public works cell phone. However, when a single staff member carries both phones, **they** will receive standby pay at the rate of \$1 per hour. It is the Town's expectation that as much as practical, the phones will be carried together by a single certified employee.

The Town continues to reserve the right to discontinue this requirement upon **thirty** (30) days written notice to the union.

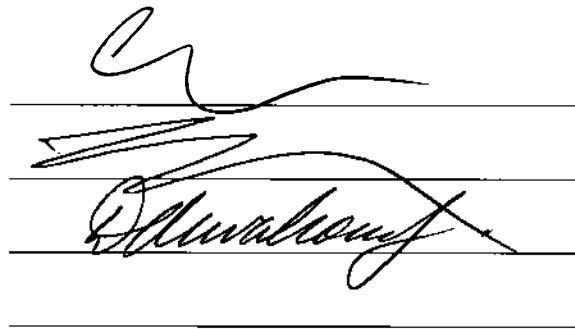
DATED THIS 16 DAY OF February, 2022

On behalf of the
TOWN OF CANORA



Four horizontal lines with handwritten signatures in black ink.

On behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4438



Four horizontal lines with handwritten signatures in black ink.

LETTER OF UNDERSTANDING #2014-01

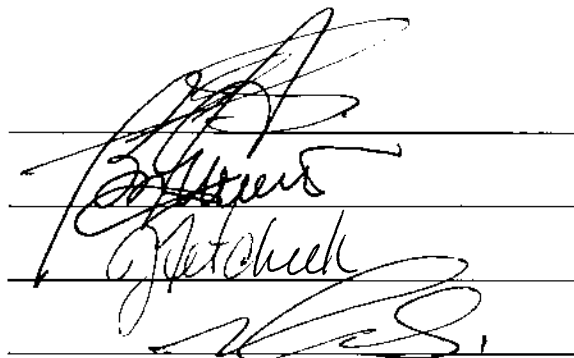
Between
The Town of Canora
And
CUPE Local 4438

RE: RESIDENTIAL GARBAGE COLLECTION

1. The parties agree that the Town of Canora will select a contractor to provide residential garbage and recycling collection services for an undefined period of time.
2. The selection of the contractor will be at the discretion of the Town of Canora and the name of the contracting company may change from time to time.
3. Should the Town of Canora decide to resume providing residential garbage and recycling collection services, the union will be notified when such a decision is made and discussions will take place with the union so as to implement an orderly return to providing residential garbage and recycling services.
4. No current in-scope positions will be reduced or eliminated as a result of contracting the residential garbage and recycling services.

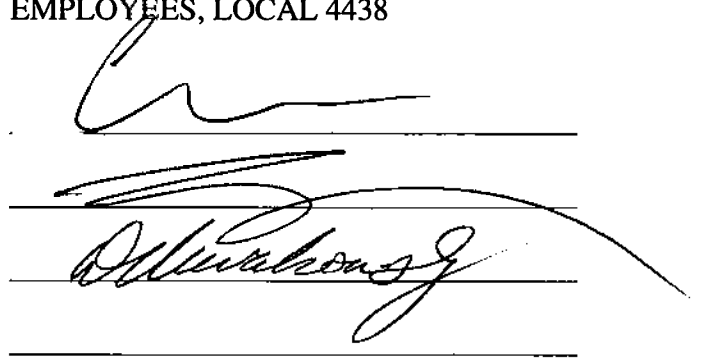
In affirmation to the above we sign this 16 day of February, 2022

On behalf of the
TOWN OF CANORA



Handwritten signatures of the Town of Canora representatives, including a large signature at the top and several smaller ones below, all written over horizontal lines.

On behalf of the
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 4438



Handwritten signatures of the Canadian Union of Public Employees, Local 4438 representatives, including a large signature at the top and several smaller ones below, all written over horizontal lines.