

COLLECTIVE AGREEMENT

Between

Town of Kindersley



and

**Canadian Union of Public Employees,
Local 2740**

CUPE / Canadian Union
of Public Employees

January 1, 2022 to December 31, 2026

Table of Contents

PREAMBLE	3
ARTICLE 1- TERM OF AGREEMENT	3
ARTICLE 2 - SCOPE.....	4
ARTICLE 3 - DEFINITIONS.....	4
ARTICLE 4 - RECOGNITION.....	6
ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF	6
ARTICLE 6 – MANAGEMENT RIGHTS	6
ARTICLE 7 - NOTICE BOARDS	6
ARTICLE 8 - NO DISCRIMINATION.....	6
ARTICLE 9 –JOB SECURITY	6
ARTICLE 10 - OCCUPATIONAL HEALTH & SAFETY.....	7
ARTICLE 11 – UNION NEGOTIATIONS	8
ARTICLE 12 - VACANCIES AND NEW POSITIONS	9
ARTICLE 13 – TRAINING	10
ARTICLE 14 - SENIORITY.....	11
ARTICLE 15 – HOURS OF WORK AND OVERTIME	12
ARTICLE 16 – REPORTING TO WORK AND CALL-OUT.....	13
ARTICLE 17 – SICK LEAVE PROVISIONS.....	14
ARTICLE 18 – WORKERS' COMPENSATION.....	15
ARTICLE 19 – LEAVE OF ABSENCE.....	15
ARTICLE 20 – MATERNITY, PARENTAL, AND ADOPTION LEAVE.....	17
ARTICLE 21 – PAID HOLIDAYS.....	18
ARTICLE 22 – ANNUAL VACATION.....	18
ARTICLE 23 - LAY-OFF AND RECALL PROCEDURE	19
ARTICLE 24 – DISCIPLINE, SUSPENSION AND DISMISSAL	19
ARTICLE 25 – TERMINATION OF EMPLOYMENT	20
ARTICLE 26 - GRIEVANCE PROCEDURE.....	21
ARTICLE 27 – ARBITRATION	22
ARTICLE 28 – EMPLOYEE BENEF.™ PLAN.....	23
ARTICLE 29 - GENERAL CONDITIONS	24
ARTICLE 30 – AUTOMOBILE ALLOWANCE, LICENSE, AND INSURANCE.....	25
ARTICLE 31 – WAGES	25
SIGNATURES OF AUTHORIZED REPRESENTATIVES.....	26
SCHEDULE "A".....	27

THIS AGREEMENT MADE THIS 12th DAY OF SEPTEMBER 2022.

BETWEEN:

The Employer, being, THE TOWN OF KINDERSLEY, in the Province of Saskatchewan,
Hereinafter referred to as the "Town"

OF THE FIRST PART,

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL NO. #2740, Affiliated with the Canadian Labour Congress,
Hereinafter referred to as the "Union"

OF THE SECOND PART.

PREAMBLE

It is the purpose of this Agreement to provide a framework that:

- A. represents a respectful relationship between the parties and provides just working conditions.
- B. recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wages; and
- C. promotes morale, well-being, and security of all employees in the Bargaining Unit, in an atmosphere of mutual dignity and respect.

ARTICLE 1- TERM OF AGREEMENT

- 1.01 This Agreement shall become effective January 1, 2022, and shall continue in effect until December 31, 2026, and then from year to year, unless written notice to renegotiate a renewal is given by either party, not more than one-hundred and twenty (120) days and no less than sixty (60) days prior to the expiration date of this Agreement. During the period required to negotiate a renewal or revision of this Agreement, this Agreement shall remain in full force and effect without change.
- 1.02 This Agreement may be amended during its term by mutual agreement in writing.
- 1.03 It is agreed by both parties, that during the term of this Agreement, there shall be no strikes, lockouts, stoppages of work, slowdowns or any concerted action that affects the operation of the Town, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 27.
- 1.04 Copies of executed Agreements will be issued by the Union to all employees within thirty (30) days of signing.

ARTICLE 2 - SCOPE

- 2.01 This Agreement shall cover all of the employees employed by the Town of Kindersley, in the Province of Saskatchewan, except the Chief Administrative Officer (CAO), Deputy Administrator, Director of Transportation & Environmental Services, Director of Corporate Services, Director of Community Services, Transportation & Engineering Clerk, Civil Engineer, Associate Engineer(s), Engineering Intern(s), Planning & Development Personnel, Finance Officer, Corporate Services Personnel, Council Clerk, Communications Personnel, Fire Brigade, Fire Chief, Deputy Fire Chief(s), Public Works Manager, Parks Manager, Recreation Manager, Facilities Manager, Assistant Facilities Manager, Water Treatment Plant Manager, Marketing and Tourism Personnel and Enforcement Officer/Emergency Measures Officer(s).
- 2.02 Permanent Full-Time employees are entitled to all rights and benefits of this Agreement except where they apply specifically to a different class of employee.
- 2.03 Part-Time employees, who work a minimum of twenty (20) hours per week and continue to work a minimum of twenty (20) hours per week throughout the calendar year are entitled to all rights and benefits of this Agreement on a prorated basis except as limited or provided otherwise by the provision of this Agreement, or by the regulations of the Group Insurance Plan.
- 2.04 Part-Time, Seasonal and Term employees who do not qualify under the conditions outlined in 2.03 above are not entitled to the following:
Article 12 – Pay on Temporary Transfer
Article 14 – Seniority – 14.01
Article 17 – Sick Leave
Article 21 – Statutory Holidays - 21.01 – Christmas Eve and New Year’s Eve
Article 28 – Employee Benefit Plan – All
- 2.05 Except where the context otherwise requires, all reference in the masculine gender shall also be deemed to include the feminine gender (except in Article 20.01).

ARTICLE 3 - DEFINITIONS

- 3.01 Parties to the Agreement
- A. Employer means the Town of Kindersley
 - B. Town means the Corporation of the Town of Kindersley
 - C. Union means the Town of Kindersley Civic Employee's Union, CUPE Local 2740
- 3.02 Employee Classifications
- "Permanent Employee" shall be defined as an employee holding a position which is recognized as a permanent position who has passed their probationary period as per Article 12.06 and Article 14.
- "Full-Time" shall mean an employee who works a standard forty (40) hour work week. They shall be classified as a "Permanent Employee".

"Part-Time" shall mean any employee who averages less than forty (40) hours a week. They shall only be classified as a "Permanent Employee" if they qualify under 2.03.

"Casual Employee" shall be defined as an employee who is hired by the Town who works on a non-regular basis and who does not acquire any rights to be retained as an employee.

"Term Employee" shall be defined as an employee who is hired for work on a fixed term but is temporary in nature. Term employment can be extended by mutual agreement. If a permanent employee is appointed to a term position, the employee shall have all rights protected in their permanent home position and will continue to acquire and exercise seniority in that home position. The employee shall have the right to return to their pre-term position once the term has ended.

"Seasonal Employee" shall be defined as an employee who is hired to work during peak periods, normally during the spring to fall period.

3.03 General

"Overtime" shall be defined as all time worked beyond the normal workday as stipulated in Article 15 - Hours of Work and Overtime.

"Qualifications" shall include education, training, experience, and ability necessary to fulfill the job requirements.

"Job Description" means a written summary of the duties and qualifications of a job and any other duties as so assigned by their supervisor.

"Employee" means any person employed by the Town of Kindersley.

"Member" means a member of the Canadian Union of Public Employees Local Union 2740 who is an employee of the Town of Kindersley.

"Director/Manager/Supervisor" shall mean the head, or their designate, of any of the departments affected by this Agreement.

"Chief Administrative Officer" (CAO) means the Chief Administrative Officer for the Town of Kindersley.

"Relative/Immediate Family" shall include, spouse, common law spouse, mother, father, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, sister, brother, legal guardians or wards, children, and grandchildren of an employee.

3.04 Where "singular" is used in this Agreement, it shall be considered as if the plural has been used.

ARTICLE 4 - RECOGNITION

- 4.01 Pursuant to the provisions of The Saskatchewan Employment Act, the Town recognizes the Canadian Union of Public Employees and its Local No. 2740 as the sole bargaining agent for all employees covered by this Agreement, and hereby agrees to negotiate with the Union or any of Its authorized committees, concerning any matters covered by this Agreement.

ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF

- 5.01 Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of employment.
- 5.02 Every new employee shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment.
- 5.03 Upon written authorization from the employees, the Town shall deduct any Union Dues as set out by the Union. Deductions will be made from each payroll and forwarded to CUPE Local 2740 no later than the fifteenth (15th) day of the month. A written statement of monthly remittances will also be forwarded to the Union.
- 5.04 The Union agrees to notify the Town of any changes to Union dues with a minimum of one (1) month's notice.
- 5.05 The Town agrees that at the time of hiring new employees, the Town shall have the new employees sign the Union membership card provided by the Union.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the right of the Town to manage the affairs of the Town and to direct the working force.

ARTICLE 7 - NOTICE BOARDS

- 7.01 The Town agrees to install notice boards in suitable locations accessible to the employees for the use of the Union to post notices of interest to the Union membership.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 The Employer and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to hiring or terms and conditions of employment because of any prescribed grounds prohibited under The Saskatchewan Employment Act or Human Rights Legislation; nor by reason of membership or activity in the Union.

ARTICLE 9 –JOB SECURITY

- 9.01 No employee shall be laid off or have their hours of work reduced due to the Town contracting out work or services.

ARTICLE 10 - OCCUPATIONAL HEALTH & SAFETY

- 10.01 The Employer and the Union agree to abide by the terms and conditions of The Saskatchewan Employment Act, The Occupational Health and Safety Regulations and the Town's Occupational Health and Safety Program.
- 10.02 An Occupational Health and Safety Committee will be established with equal representation employees from all work sites/locations/job classifications. The Committee will consist of equal numbers of Union elected and management representatives.
- 10.03 The Committee shall meet at least once quarterly or more frequently as requested by either party. Minutes shall be posted in all work sites and facilities.
- 10.04 Time spent by the employees in performance of their duties as members of the Occupational Health and Safety Committee shall be considered as time worked and payment made based on straight time earnings only.
- 10.05 The Committee shall not deal with matters which ordinarily are or become a subject for negotiations between the Town and the Union.
- 10.06 Clothing & Personal Protective Equipment
- A. When, in the opinion of the Town, any employee is working in a hazardous or dangerous capacity, the employee shall be supplied with all necessary tools, safety equipment, sunscreen, bug spray, special protective clothing and appropriate training.
 - B. Upon being notified by their Director/Manager/Supervisor to wear/use protective clothing or safety equipment, the employee must comply. Failure to comply will result in the said employee being suspended without pay for the rest of the workday.
 - C. Town supplied clothing shall only be worn during working hours and the clothing shall not be altered without approval from the Town.
 - D. Town supplied clothing shall remain the property of the Town and must be returned upon termination of employment.
 - E. Cleaning or laundering of other uniform articles to be the responsibility of employee.
 - F. All employees required to wear CSA approved steel-toe protective footwear shall be provided a subsidy upon submission of the proof of purchase. To receive the subsidy, prior approval must be obtained and will only be supplied on an as required basis at the discretion of the immediate supervisor and will also be dependent on job requirements. This is not an automatic annual boot reimbursement.

The following clothing will be supplied to:

- A. WATER WORKS: Suitable types of outerwear such as over boots and long coats which will be left at location for use when working with water works, to prevent contamination from street clothing.
- B. SEWER: Four (4) sets of suitable outerwear will be available for use in sewage work.

- C. ALL DEPARTMENTS (excluding Aquatic): The Town will supply identifying clothing for workers as required by the Town on an as required basis.
- D. AQUATIC: The Town shall supply identifying uniform for aquatic workers once their probationary period ends.
- Employees with a certified WSI Course and six hundred (600) hours minimum per year shall receive reimbursement of one hundred twenty-five dollars (\$125.00) as a swimsuit allowance per year.
 - Employees with a certified WSI Course and two hundred (200) hours to less than six hundred (600) hours per year shall receive reimbursement of seventy-five dollars (\$75.00) as a swimsuit allowance per year.
 - Employees with a certified WSI Course and one hundred (100) hours to less than two hundred (200) hours per year shall receive reimbursement of thirty dollars (\$30.00) as a swimsuit allowance per year.
 - Reimbursement for swimsuits shall be up to a maximum of stated amounts, upon receipt of proof of purchase. Swimsuit style and color must be approved by the Aquatic Centre Manager.
 - The Town will provide each pool employee with one uniform, including one T-shirt, one pair of shorts and one whistle on an as required basis.

ARTICLE 11 – UNION NEGOTIATIONS

11.01 Bargaining Committee

A Bargaining Committee shall be appointed by the Employer consisting of three (3) as appointees of the Town and the Union shall also appoint a Bargaining Committee of three (3) as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee and the Employer will notify the Union of the Employer's nominees to the Committee.

11.02 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer, and the Employer shall have the right at any time to have the assistance of a representative of their choice.

11.03 Meeting of Bargaining Committee

In the event of either Party wishing to call a meeting with the Bargaining Committee, the Chief Administrative Officer shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement.

11.04 Time Off for Meetings

Any representative of the Union on the Bargaining Committee who is in the employ of the Town shall make notification and shall have the privilege of attending meetings of the Committees of the Town and the Union held within working hours, without loss of salary, times for meetings to be fixed by mutual agreement between the Town and the Union.

ARTICLE 12 - VACANCIES AND NEW POSITIONS

12.01 Union Notification

When vacancies are to be filled, or new positions are created in any Department, such vacancies shall be posted for at least seven (7) days prior to a confirmed appointment being made. The bulletins shall be posted on bulletin boards at the Town Shop, Arena, Parks Shop and Town Office 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 hourly rate or salary range. The position shall not be filled from outside the bargaining unit unless no qualified member of the bargaining unit has applied. All Casual and Term or Seasonal positions which will be filled for a period of six (6) months or less shall not be posted and filled as provided above.

12.02 External Posting

When a certified operator is required immediately to fill a vacancy, the Town shall post internally and may post externally to fill the position.

12.03 In filling vacancies or new positions, provided ability to perform the job being equal or the same, seniority shall prevail.

12.04 Upon request, the Union shall be advised, in writing, of all in scope applicants as well as the successful applicant(s). Any objections shall be dealt with through the Grievance Procedure.

12.05 An employee shall not be hired or transferred into a department where they would be supervised or work on a continuous basis with a relative.

12.06 Probationary Period

All employees shall be on probation for the greater of six (6) months, or one thousand and thirty-eight (1038) regular hours worked of their employment, during which period they may be dismissed for any reason which the Town in its discretion may deem sufficient. By mutual agreement of the Union and the Town, an extension to the probationary period may be granted. The circumstances warranting the extension, the improvements expected by the Town and the duration of the probationary extension must be communicated to the employee.

12.07 Temporary Transfer

A. Out of Scope

When an employee is assigned by the Town to relieve an out-of-scope position, it is understood the premium paid for these responsibilities, while so assigned, shall not be less than one dollar (\$1.00) per hour, from the first day of assignment when relieving for a period of five (5) working days or more.

B. Lead Hand

It is agreed, that from time to time, there is a requirement for the Town to assign Lead Hand responsibilities. It is understood that the premium paid for these responsibilities, while so assigned, shall not be less than one dollar (\$1.00) per hour.

Employees accepting temporary out of scope positions with the Employer shall retain their seniority and pay dues to the Union based on their most recent in-scope wages. Extensions to the original out of scope terms may be granted upon mutual agreement between the Employer and the employee. The Union shall be informed in writing of the agreement made between the Employer and the employee.

- 12.08 When an employee is assigned by the Town, on a temporary basis, to a position paying a lower rate, their rate shall not be reduced.
- 12.09 Permanent Full-Time employees who are moving into lateral positions from one department to another shall remain in their classification and revert to their permanent position in the alternate season.
- 12.10 **Reverting to Former Position**
An employee who has been transferred, changes position or who is promoted shall be allowed a thirty (30) day period of probation. The employee and/or the Town may decide it is in the best interest for the employee to revert to their original position. The employee shall revert without prejudice and loss of seniority. Any other employees affected by this transfer shall likewise revert to their former position.
- 12.11 **New Classifications**
The Town shall prepare a new job description whenever an in-scope job is created. The rate of pay due to a job creation shall be subject to negotiation between the Town and the Union. If the parties are unable to reach agreement, the rate of pay or job classification as proposed by the Town shall be applied.

ARTICLE 13 – TRAINING

- 13.01 Every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising due to any reason.
Training opportunities shall be considered and decided based on the course being related directly to the employee's present job and/or job advancement.
- 13.02 The cost of the course, tuition, expenses such as travel, meals and accommodation will be considered.
- 13.03 If approved training and travel time exceeds the regular forty (40) hours in any given work week (Sunday – Saturday) the employee shall be paid overtime or granted banked time and any banked time shall be used in consultation with their Director/Manager/Supervisor
- 13.04 Should employment with the Town of Kindersley cease within one year of completing the said course, the employee shall reimburse the Town on a pro-rated basis starting from the date the course was completed.

- 13.05 Any employee that does not attend a course for which they are registered shall reimburse the Town, for any incurred expenses. Exceptional circumstances and relief may be appealed to the CAO.
- 13.06 If an employee does not fully complete, obtain certification, or pass an educational examination the employee shall pay for any subsequent course fees or examination fees as required to obtain that said training. Exceptional circumstances and relief may be appealed to the CAO.
- 13.07 Training Coverage for Aquatic Employees
Full-time employees –
Up to 100% coverage (course tuition, expenses such as travel, meals, and accommodation)
Part-time employees –
Up to 50% coverage after employed one year and a minimum of 500 hours at the Town Aquatic Facility (course tuition only)

ARTICLE 14 - SENIORITY

Seniority of employees shall be established after a probation period of the greater of six (6) months or one thousand and thirty-eight (1038) regular hours worked from the date of employment and shall count from the date of employment.

- 14.01 If an employee is absent from work because of accident, illness and is collecting disability or is absent due to an unpaid authorized leave of absence, the employee shall retain their seniority accumulated prior to the leave of absence but shall not accumulate any seniority for the period of the absence.
- 14.02 An employee shall lose their seniority and their name shall be removed from all seniority lists for any one of the following reasons:
- A. If the employee voluntarily quits their employment.
 - B. If the employee is discharged for just cause.
 - C. If the employee is laid off and fails to return to work within seven (7) days after they has been notified to do so by the Town by registered mail to their last known address or by telephone or personal notification, and in such event the employee shall be deemed to have voluntarily quit; advice of such notification shall be given by the Town to the Union.
 - D. If the employee is laid off for lack of work for a period of more than one (1) year.
 - E. An employee is absent without cause more than three (3) working days.
- 14.03 The Town shall maintain a seniority list of all employees in the bargaining unit and a copy of this list shall be provided upon request to the Union. This list shall be brought up to date annually indicating seniority accumulated. Seniority shall be accumulated as time worked without a break in seniority as provided in 14.02 above.
Seniority Lists and the principles of seniority shall be listed and applied to, in the following categories:
- Full-Time
 - Part-Time/Term/Seasonal

- 14.04 In the event of a lay-off, seasonal employees will not be allowed to bump permanent employees.
- 14.05 Part-time, Term and Seasonal employees shall not acquire seniority until hired into a permanent position. If there is no break in service between part-time, term or seasonal employment and being hired into a permanent position, seniority shall be established retroactive to the date on which the employee last entered the service of the Town.
- 14.06 A part-time, term or seasonal employee may apply for a permanent position that remains vacant following the internal posting period outlined in Article 12.1, and if successful, shall serve a probationary period of six (6) months. Upon successful completion of such probationary period, the employee shall acquire seniority which will include their length of service as a part-time, term or seasonal employee.
- 14.07 Part-time employees shall serve a probationary period equivalent to that of a full-time employee in terms of actual service. Upon completion of their probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Town.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

- 15.01 The following paragraphs and sections in this Article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.
- A. Overtime at the rate of time and one-half (1-1/2) for the first two (2) hours and double (2X) time thereafter and shall be paid for all work performed more than their regular shift of eight (8) hours per day or forty (40) hours per week.
 - B. The opportunity to work overtime shall be given on a rotational basis, provided the employees have the qualifications necessary to do the work.
- 15.02 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 15.03 Approved hours worked above 40 hours per week may be banked. Banked hours may not accumulate beyond a maximum of 40 hours. Time is to be used or paid out by December 1st of the same calendar year. The use and timing of these hours must be pre-approved by the Supervisor/Manager.
- 15.04 Where an employee is required to work a shift or part of a shift that does not fall within the hours of 7:00 a.m. to 6:00 p.m. the employee shall be paid a shift differential of (\$1.00) one dollar above their regular hourly rate for all hours worked that fall outside the regular workday.

15.05 Standby/On-Call Duty:

- A. Standby assignment shall mean any period during which the employee is not on regular duty but must be available to respond without undue delay to any request to return to duty. Employees on standby duty shall be required to remain in fit condition to always respond to work.
 - B. Standby duty, when required, will be assigned by the employee's supervisor to qualified employees on a rotational basis.
 - C. Employees assigned to standby will be paid at the rate of one dollar and fifty cents (\$1 50) per hour for all off duty hours so assigned.
- 15.06 Recognizing the desirability of full-time work, the Union and the Town agree that, wherever reasonable, the hours of work shall be maximized to allow for full-time employment.
- 15.07 All employees may have their hours of work averaged over the week to permit the employees to be at work without overtime, with approval from the Manager. Only over forty (40) hours per week shall then be classified as Overtime in accordance with Article 15 and the rates specified within the current Agreement. This clause is conditional on approved of an "Averaging Work Permit" from Saskatchewan Labour Standards.
- 15.08 If an employee is required to work more than ten (10) hours in a workday, it will only be upon mutual consent of that staff member and the Manager.

ARTICLE 16 – REPORTING TO WORK AND CALL-OUT

- 16.01 When an employee reports to work on their regular shift and they are subsequently released from their duties by the Town prior to completing a full day, they shall be paid at their rate of pay for the full shift. This section shall not apply when an employee is released at their own request or because of misconduct.
- 16.02 When a Permanent Full-Time employee is called out to work at times other than his/her Permanent shift, they shall be paid for the entire time spent at the place of work in response to the call, but the minimum payment shall be four (4) hours pay at time and one-half (1-1/2). This provision shall apply only when a Permanent Full-Time employee is called back, after having completed a Permanent shift and having left his/her place of work, to work unscheduled overtime. It shall not apply when the hours worked are consecutive with a Permanent shift.
- 16.03 When a Seasonal, Term or Part-Time employee, who does not qualify under Article 2.03, is called out to work at times other than their regular shift they shall be paid for the entire time spent at the place of work in response to the call, but the minimum payment shall be three (3) hours pay at their regular rate of pay. This provision shall apply only when a Seasonal, Term or Part-Time employee is called back, after having completed a regular shift and having left their place of work, to work unscheduled overtime. It shall not apply when the hours worked are consecutive with a regular shift.

- 16.04 Employees responding to a call out on their scheduled days off, during the hours of 7:00 am and 7:00 pm, shall remain at work for the three/four- call out hour period unless released by the Town. If a subsequent call out occurs within the same three/four-hour timeframe it is considered one call out.
- 16.05 On-call employees shall ensure that telecommunication equipment provided by the Town for this purpose is in working order for the entire duration of the on-call shift and they shall respond to all calls. The Town reserves the right to withhold on-call pay if this condition is not met by the employee, causing them to be unavailable to meet on-call commitments.

ARTICLE 17 – SICK LEAVE PROVISIONS

- 17.01 Permanent employees, or employees qualifying under 2.03 on a pro-rated basis, shall be credited with Sick Leave Credits at the rate of one and one-half (1 & 1/2) days per full month of service to a maximum accumulation of unused Sick Leave Credits of one hundred and twenty (120) days. Every employee claiming Sick Pay may be required to complete a statutory declaration stating that they were ill or injured and unable to work after seven (7) days of Sick Leave in any calendar year. If requested by the Town or its designate, the employee shall also produce a duly signed medical certificate to the effect that they were unable to perform their duties due to illness or injury and this shall be at the Town's expense.
- 17.02 Employees who claim Sick Leave during the year shall be entitled, after they return to work, to accrue such loss of Sick Leave credits at the rate of one and one-half (1-1/2) days per month until the maximum of one hundred and twenty (120) days has again been reached. After the expiration of one hundred and twenty (120) days or the remaining Sick Leave available, whichever is the lesser, the said employee shall thereafter be entitled to the amount payable under the Group Insurance Plan agreed upon between the Town employees and the Town.
- 17.03 Employees shall be allowed to use accumulated sick leave to engage in personal preventative medical and dental care or elective surgery. On request, employees may be required to show proof of medical or dental care. It is agreed that the pay for such leave shall be deducted from the employee's accumulated Sick Leave Credits.
- 17.04 Upon leaving the service on retirement or death, an employee shall receive payment for unused Sick Leave Credits in the following manner:
- A. Employee with more than ten (10) years of service and up to fifteen (15) years of service shall receive payment for one-twelfth (1/12) of their unused Sick Leave credits.
 - B. Employee with more than fifteen (15) years of service and up to twenty (20) years of service shall receive payment for one-sixth (1/6) of their unused Sick Leave credits.
 - C. Employee with more than twenty (20) years of service, shall receive payment for one-third (1/3) of their unused Sick Leave credits. This payment shall be made based on the employee's last ten (10) years average daily rate of pay, with one

hundred and twenty (120) days being the maximum accumulation of Sick Leave credits upon which these payments shall be used.

ARTICLE 18 – WORKERS’ COMPENSATION

- 18.01 An employee prevented from performing their regular work with the Town because an occupational accident, which is recognized by the Workers’ Compensation Act shall continue to receive their regular salary normally earned from the Town for the first nine (9) months or any lesser period of approved compensation while unable to work.
- 18.02 The employee shall, for the period outlined above, remit to the Town all monies normally received from the Workers’ Compensation Board.
- 18.03 Whereby reason of disability an employee is unable to function satisfactorily in the work in which they are engaged they shall be accommodated if possible, taking account of the rights of other employees, and be transferred to another position for which they are better suited, and their rate of pay adjusted to the rate of such other position wherever possible. This course shall be taken in preference to termination of employment.
- 18.04 The Union will ensure their members’ compliance with the Workers Compensation Act, including reporting of any work-related injuries or accidents within three (3) days of occurrence.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Union Leave:

- A Union Representative shall obtain the permission of their Manager before leaving their work to investigate a grievance, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. The Union Representative shall make every reasonable effort to report back to their supervisor before resuming their normal duties.
- A. Where an employee and their Union Representative participating in processing of a grievance, they shall be granted time off with pay.
- B. Arbitration Hearings (Disputes & Complaints) & Mediation
Upon 72-hour notification to their Manager, the Town will grant leave without pay to attend an Arbitration hearing or Mediation as follows:
- up to two (2) employees representing the Union and such permission shall not be unreasonably withheld.
 - any employee called as a witness before an Arbitration hearing. This leave is only granted for the time which the employee is providing testimony and sworn evidence.
- C. Meetings Between Union and Management
The Town will grant time-off with pay for a reasonable number of employees who are meeting with management on behalf of the Union.
- D. Employee Organization, Executive Council Meetings, Congress and Conventions
Upon 72-hour notification to the Manager, the Town will grant leave without pay for up to two (2) employees to attend Executive Council meetings, conventions, and specialized training of the Union. Permission may be sought from the CAO for

additional employees to represent the Union and such permission shall not be unreasonably withheld.

E. Contract Negotiations Meetings

Upon 72-hour notification to the Manager, the Town will grant leave without pay for up to four (4) employees to attend preparatory negotiations meetings for the duration of such negotiations to a maximum of forty (40) cumulative hours. An employee's attendance representing the Union at formal contract negotiations with Management shall be held during normal working hours and shall be with pay. Any other time spent in formulating, preparing, and reviewing proposals shall be without compensation.

19.02 Compassionate Leave

Three (3) days, with pay, shall be granted to an employee when a member of their immediate family dies or suffers a life-threatening illness or injury. Extra leave may be granted without pay, or employee may utilize accumulated sick or vacation days.

19.03 Jury Duty

A leave of absence without loss of seniority shall be granted to an employee who is required to appear or serve as a juror or witness in any court. The Town shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for appearing or serving as a juror or witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to appear or serve as a court witness in any matter arising out of an employee's employment shall be considered as time worked and shall be paid at the employee's appropriate rate of pay.

19.04 General Leave of Absence

Leave of absence without pay may be granted by the Town in accordance with the Human Resource Policy Manual as amended from time to time.

19.05 Citizenship Ceremony

Employees may request to attend their Citizenship Ceremony without pay or may utilize accumulated vacation days or as otherwise stated in the Saskatchewan Employment Act.

19.06 Interpersonal Violence Leave

Employees shall be granted up to ten (10) days for interpersonal violence leave, (five (5) days paid from accumulated sick leave and five (5) days without pay or may utilize accumulated sick or vacation days) or as per the Saskatchewan Employment Act.

19.07 Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid from accumulated sick leave.

19.08 Pressing Necessity:

A. Care of A Sick Dependent

Leave for pressing necessity shall be granted to an employee for the care of the sick dependent. Leave is granted for up to two (2) days per scenario without a doctor's

note, to a maximum of 5 days per scenario with submission of doctor's note. Leave is granted without pay, or employee may utilize accumulated sick or vacation days.

- B. **Pall Bearer**
Up to one (1) day shall be granted without pay to attend a funeral as a pall bearer or employee may utilize accumulated sick or vacation days.
- C. **Medical Appointments for Relatives**
Employees who are required to transport their spouse, parents, or dependents to doctor appointments, medical examinations, tests and/or surgeries shall be granted leave without pay, or the employee may utilize accumulated sick or vacation days.
- D. **Birth of Child**
Up to one (1) day shall be granted with pay to an employee to attend the birth of their child. Additional time may be granted without pay, or employee may utilize accumulated sick or vacation days.

ARTICLE 20 – MATERNITY, PARENTAL, AND ADOPTION LEAVE

20.01 Maternity Leave:

- A. An employee with thirteen (13) weeks of service preceding the leave shall be entitled to maternity leave without pay upon receipt of a medical certificate confirming the pregnancy showing the probable date of delivery as per applicable legislation.
- B. The employee shall be granted maternity leave, when, in the opinion of the employee's doctor, such leave is required in the interests of the health of the employee.
- C. Leave of absence for maternity shall be granted in accordance with Labour Standards provisions.
- D. Such leave shall be granted with the assurance that the employee, upon return from maternity leave shall be placed in the same or a lateral position at her current rate of pay with no loss seniority or any other benefit.
- E. The Employee does not receive or accumulate sick leave benefits from the Town during maternity leave.
- F. An employee unable to perform her regular duties but able to perform other work, shall, where possible, without affecting the seniority rights of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.
- G. The employee must notify the Town, in writing, of the intention to return to work, at least four (4) weeks before the day the employee plans to return to work.

20.02 Adoption and Parental Leave:

- A. Any employee is eligible for adoption and parental leave as per applicable legislation.
- B. Notice must be given to the Town in the form of a written application for leave, to be submitted to the Town at least one (1) week prior to the date the child is adopted, when and if possible.
- C. The employee must notify the Town of their intention to return to work, at least four (4) weeks before the day employment is resumed. The employee must be

reinstated in the same or lateral position, with the same rate of pay and no loss of seniority, pension benefits or any other benefits.

ARTICLE 21 – PAID HOLIDAYS

21.01 The Town agrees to pay for holidays in accordance with the Saskatchewan Minimum Wage Act and the Orders made thereunder, in respect of the following and in accordance with Article 2.04:

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

The afternoons of: Christmas Eve, and New Year's Eve
And any other day proclaimed by Federal, Provincial or Municipal Governments

ARTICLE 22 – ANNUAL VACATION

22.01 All employees shall be entitled to annual Vacation with pay based on two percent (2%) of annual earnings for each week of earned Vacation or portion thereof on the following entitlement basis:

- A. Three (3) weeks vacation after one (1) year of service.**
- B. Four (4) weeks vacation in the eighth (8th) and subsequent years of employment.**
- C. Five (5) weeks vacation in the sixteenth (16th) and subsequent years of employment.**
- D. Six (6) weeks vacation in the twentieth (20th) and subsequent years of employment.**

Timing of annual Vacation shall be at the discretion of the Manager. Vacation shall be approved on a first come, first-serve basis.

22.02 On termination of employment, employees shall be paid for any unused earned Vacation entitlements.

22.03 Should an employee have an approved Vacation cancelled by the Town and as a result suffer loss of deposits or penalties due to cancellation of Vacation plans, the Town shall reimburse the employee for such unavoidable losses with the submission of the proof of purchase (receipt).

22.04 Calculated Vacation Pay

Part-time, Term and Seasonal employees shall be paid their vacation time on each pay period.

ARTICLE 23 - LAY-OFF AND RECALL PROCEDURE

23.01 When reducing employees, seniority shall prevail; when recalling laid off full-time or part-time employees, the most senior employee in the said position will be recalled first.

23.02 The Employer agrees that it will offer employment to employees affected by lay-off prior to engaging any new employees for similar work.

23.03 Reporting Back After Lay-Off

Employees laid off due to reduction in staff and who fail to report for work within seven (7) days after being notified by Registered Mail to do so, shall be considered out of the service of the Town, 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.

23.04 No Loss in Seniority During Lay-Off

Where a former employee is re-employed within one (1) year, they shall be credited with previous service in connection with vacations and other benefits based on length of service.

23.05 Notice of lay-off shall be in accordance with The Saskatchewan Employment Act.

ARTICLE 24 – DISCIPLINE, SUSPENSION AND DISMISSAL

24.01 Should an employee be dismissed, suspended, laid off, or demoted and it is later established that the dismissal, suspension, lay-off, or demotion was unwarranted or too severe, the employee shall be immediately returned to their former status and shall be compensated for their net loss of earnings suffered by reason of such dismissal, suspension, lay-off, or demotion, subject to the terms of any agreement that the parties hereto may enter into in respect of such employee or subject to the terms of the decision of a Board of Arbitration.

24.02 The Town shall notify an employee in writing of any expression of dissatisfaction concerning their work, conduct or compliance with Town safety policies/procedures, within ten (10) working days of the event of the complaint, with copies to the Union.

This notice shall include particulars which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of the employee's record for use against the employee regarding discharge, discipline, promotion, demotion, or other related matters. This Article shall be applicable to any complaint or accusation which may be detrimental to an employee's advancement or standing with the Town, whether it relates to the employee's work. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record.

The above does not apply to probationary employees of this Agreement.

- 24.03 In all cases where the Town considers an employee's conduct to warrant disciplinary action including formal written reprimand, suspension, or dismissal, the employee has the right to have their Shop Steward present at the meeting or interview. In such cases, when a supervisor intends to meet with an employee for disciplinary purposes, the supervisor shall so notify the employee, in advance, of the purpose of the meeting, in order that the employee may contact their Shop Steward to be present. The Union shall be provided with copies of all disciplinary letters.
- 24.04 Progressive Disciplinary Procedures: The Town maintains the right to apply fair and just disciplinary procedures in the workplace that are outlined in the HR Policies Manual, as may be amended from time to time. These progressive discipline procedures follow a standard and acceptable doctrine of discipline.
- 24.05 Employees, upon making suitable arrangements with the CAO, may review their personnel file.
- 24.06 An employee who has been the subject of disciplinary action may, after twenty-four (24) months of continuous discipline-free service, from the date the disciplinary action was invoked, request that their personnel file be purged of any record of the disciplinary action. Such request will be granted providing:
- A. The employee's file does not contain any further record of any disciplinary action during those twenty-four (24) months period, and
 - B. The disciplinary action is not the subject of an unresolved grievance, or a matter before the courts.

ARTICLE 25 – TERMINATION OF EMPLOYMENT

- 25.01 Notice of termination or lay-off of employees according to the principles of seniority shall be as follows: Except for just cause other than shortage of work, the Town shall not discharge or lay-off an employee who has been in the service of the Town for at least six (6) continuous months without giving that employee at least:
- A. One (1) week written notice if their period of employment is less than one (1) year.
 - B. Two (2) weeks written notice if their period of employment is one (1) year or more but less than three (3) years.
 - C. Four (4) weeks written notice if their period of employment is three (3) years or more but less than five (5) years.
 - D. Six (6) weeks written notice if their period of employment is five (5) years or more but less than ten (10) years.
 - E. Eight (8) weeks written notice if their period of employment is ten (10) years or more.
- 25.02 If the employee voluntarily leaves the employment of the Town, they shall provide a minimum two weeks written notice to their immediate out-of-scope supervisor.
- 25.03 Notwithstanding the above, either such notice may be waived or modified by mutual agreement between the immediate out-of-scope supervisor and the employee concerned, providing the Department Manager has been consulted.

ARTICLE 26 - GRIEVANCE PROCEDURE

- 26.01 A grievance shall be defined as a dispute or difference between the Town and an employee or the Union regarding the interpretation, application, or administration of this Agreement. The Grievance shall set out the nature of the Grievance including the “who, what, when, where, and why” of the issue, and stating the specific Article(s) and Section(s) of the Agreement alleged to have been violated as part of the issue, and the redress or adjustment requested. The parties agree to provide sufficient disclosure.
- 26.02 For the purpose of investigating a Grievance, or of preparing a written Grievance for submission according to the following procedure, the Union shall have the right to interview and obtain information pertaining to the Grievance from any employee or any other person believed to have knowledge of the Grievance.
- 26.03 **Informal Resolution:** Employees are urged to utilize an informal resolution procedure (i.e., like that outlined as identified in the Harassment Policy in the HR Policy Manual) where appropriate. Such procedures promote and encourage timely resolution and resolve to disputes between the parties.
- 26.04 Failing successful resolve of any issue through the informal resolution process the issue will be advanced through the following steps:
STEP 1:
The Grievance must be in writing including the specific details of any violations of the Agreement and must be submitted to the immediate out-of-scope Supervisor of the employee or department filing the Grievance, within five (5) working days after the day of the employee or the Union becoming aware of the Grievance. The immediate out-of-scope Supervisor shall give their written answer to the Grievance within five (5) working days after the day of the time that it is submitted to him.
STEP 2:
Failing satisfactory settlement in Step 1, the Grievance may be referred in writing by the Union to the CAO within five (5) working days after receipt of the decision of the immediate out-of-scope Supervisor. The in-writing referral to the CAO shall be followed by a hearing conducted by the CAO on the matter within ten (10) working days of the time that it is submitted. A decision shall be communicated to the parties within ten (10) working days from the date of the hearing.
STEP 3:
Failing satisfactory settlement in Step 2, the Grievance may be referred by the Union to a Board of Arbitration in accordance with the provisions of Article 27 hereof within ten (10) working days after receipt of the Step 2 decision of the CAO.
- Any of the deadlines in this article may be amended or extended by mutual agreement prior to the deadlines, in writing, by both the Union and the CAO.
- 26.05 In the event of absence of the designated officials of the Town, at any step of the Grievance Procedure, for a period which would prevent the timely processing of the Grievance, it shall be permissible for the Union or the grieving employee to immediately proceed with the next step of the Grievance Procedure.

- 26.06 The Union shall notify the Town of the personnel of its Grievance Committee and of any changes in such personnel, such notification shall be in writing and until the Town has been otherwise notified in writing by the Union, the last persons named by the Union shall be deemed to be the members of the Grievance Committee.
- 26.07 In the discussion of Grievances with representatives of the Town, a member of the Grievance Committee may at any time be accompanied by representatives who have been appointed or elected by the Union.
- 26.08 When reasonably possible, Grievances shall be dealt with on the Town's time, and no employee or member of the Grievance Committee will suffer loss of pay due to time spent in discussing Grievances with the representatives of the Town.

ARTICLE 27 – ARBITRATION

- 27.01 Where a violation of the Agreement is alleged; or a difference between the parties to the Agreement arises, respecting the meaning or application of the Agreement, including a difference as to whether a matter upon which arbitration has been sought comes within the scope of the Agreement, either party to the Agreement, after exhausting any Grievance procedure established by the Agreement:
- A. May refer such violation or difference to an Arbitration Board, the composition and membership of which is defined in the following sections of this article and
 - B. Shall notify the other party in writing that they intend to submit the alleged violation or difference to an Arbitration Board
- 27.02 The notice mentioned in Article 29.01 b) shall contain the name of the person appointed to the Arbitration Board by the party giving notice.
- 27.03 Within five (5) days of receiving the notice, the party to whom notice is given shall name the person whom it appoints to the Arbitration Board and furnish the name of its appointee to the party who gave the notice.
- 27.04 A person who has a conflict of interest in a matter before the Arbitration Board or is acting or has within a period of one (1) year prior to the date on which notice of intention to submit the matter to Arbitration is given, acted as solicitor, counsel or agent of any of the parties to the Arbitration is not eligible for appointment as a member of the Arbitration Board and they shall not act as a member of the Arbitration Board.
- 27.05 The two (2) appointees named by the parties to the Agreement shall, within ten (10) working days of the appointment of the second of them, attempt to agree to a third member of the Board. This third member shall then become Chairperson of the Arbitration Board. Should the two (2) appointees fail to agree upon a third member the Chairperson shall be appointed in accordance with Article 29.06.
- 27.06 The appointee(s) shall notify the Minister of Labour that they are unable to agree on a third member and shall request the Minister of Labour to appoint a third member. The person so

appointed by the Minister of Labour shall become the Chairperson of the Board of Arbitration.

- 27.07 If a person so nominated by the parties to act as their Nominee to the Arbitration Board is unwilling or unable to act on the Board of Arbitration and the nominating party fails to appoint a replacement within five (5) working days or if one of the parties refuses to nominate a person to the Board of Arbitration, the Chairperson of the Labour Relations Board shall, upon written request, nominate a representative for either defaulting party as the case may be.
- 27.08 The Arbitration Board shall hear evidence adduced relating to the alleged violation or difference and argument thereon by the parties or by Council on behalf of either or both and shall decide on the matter or matters in dispute and the decision is binding on the parties and upon any person on whose behalf the agreement was made.
- 27.09 The decision of the majority of the members of the Arbitration Board or where there is no majority decision, the decision of the Chairperson of the Board shall be the decision of the Arbitration Board.
- 27.10 The time limits allowed under Article 29 or by the terms of the Agreement for giving any notice or taking any step in the Grievance and Arbitration proceedings may only be extended or enlarged by the mutual written consent of the parties to this Agreement.
- 27.11 In no case shall the Board of Arbitration have the authority to alter, modify or amend any part of this Agreement. The decision of the Board of Arbitration shall be in writing and the Chairperson shall forward a copy thereof to each of the parties.
- 27.12 Each party shall assume its own costs of the Arbitration and shall share equally in the cost of the Chairperson and any other general expenses of the Arbitration Board.

ARTICLE 28 – EMPLOYEE BENEFIT PLAN

- 28.01 The existing group life insurance, accidental death and dismemberment, weekly indemnity, and long-term disability plan currently in effect shall remain in effect during the term of this Agreement.
- 28.02 The Town agrees to pay the total cost of the benefit package minus the cost of the long-term disability plan which is to be paid by the employee.
- 28.03 The Town agrees to obtain from a third-party carrier group insurance coverage that will provide certain Extended Health and Dental Benefits to eligible employees actively and regularly at work. Any employees on lay-off, leave of absence, short or long-term disability, or otherwise not actively and regularly at work for any reason whatsoever, except for absence due to approved Vacations, as at the date of this contract will not be eligible for these Extended Health Benefits until they have returned to active work on a regular basis. The specific terms of the Extended Health Benefits coverage, including without limiting the generality of the foregoing, which specific benefits are to be included

within the coverage, the level of coverage to be provided, and the eligibility criteria of employees for such benefits coverage, shall be determined solely by the Town.

28.04 Notwithstanding anything else to the contrary in this Agreement, if an employee is not actively and regularly at work for any reason whatsoever, except for absence due to approved Vacations, for longer than 60 consecutive days, then that employee shall assume sole responsibility for payment for the cost of continuing any and all of the group benefits that are being provided to them by the Town. If the employee should decide not to pay the cost of continuing the coverage for these benefits, then the benefits coverage will be discontinued until such time as the employee returns to active work on a regular basis and is able to satisfy any eligibility requirements there may be to obtain the benefits coverage.

28.05 Long-term Employment Recognition

Each employee attaining ten full-time years of seniority shall be paid an annual grant amounting to two hundred dollars (\$200). For each five (5) years of service thereafter, they shall receive an additional payment of one hundred dollars (\$100) until they retire or leave the employ of the Town. To be paid at year end through payroll.

28.06 Retirement Incentive

The Employer shall pay \$1500.00 to staff who have been employed for a period of ten (10) years or more and who have provided a minimum of six (6) months' notification of retirement. Subject to qualifying for an eligible pension plan. Payable upon retirement.

28.07 Employment Insurance Rebate

By December 31st of each year, the Town shall forward to all applicable employees an amount equal to five-twelfths (5/12) of the Premium Reduction obtained on behalf of each CUPE member in its employ, upon continued approval of E.I.

28.08 Mental & Physical Wellness

All permanent full-time employees will receive \$500.00/year to be used for any mental and/or physical activity, payable upon submission of eligible receipts as defined in our Human Resource Wellness Policy. All part-time employees will receive a pro-rated benefit at the following formula.

ARTICLE 29 - GENERAL CONDITIONS

29.01 All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess and which have been duly authorized by the Town shall continue to be enjoyed and possessed as far as they are consistent with this Agreement, but may be modified by mutual agreement between the Town's representative(s) and the Union.

29.02 Break Period

All employees will be permitted a twenty (20) minute rest period in the first half and second half of a shift. Travel time to and from Town facilities is to be included in the twenty-minute break window.

ARTICLE 30 – AUTOMOBILE ALLOWANCE, LICENSE, AND INSURANCE

- 30.01 When as a matter of mutual convenience between the Town and employees who are required to occasionally use their private automobile to conduct the Town's business, the employee shall be paid at the rate approved by the Town.
- 30.02 An employee shall not be required as a condition of employment to have his/her private automobile at the disposal of the Town except by mutual agreement between the parties.
- 30.03 It is agreed that should the Town be required to pay additional insurance premiums due to the driving record of any employee; the amount of such additional premiums will be deducted from that employee's pay in a repayment schedule agreed to by the employee and the Town.
- 30.04 Employees shall be responsible for immediately advising the Town of any restrictions placed on relevant and applicable licences required for the performance of their duties. If the employee is unable perform their required duties because of the restriction(s), the Employee shall be placed in another position as may be available as a duty to accommodate measure. The accommodated employee will be paid the rate of pay for the corresponding accommodated position. If a suitable accommodation cannot be made, the employee will be placed on unpaid leave until such time that the license restrictions are lifted.

ARTICLE 31 – WAGES

- 31.01 During the term of this Agreement, the Town agrees to pay wages specified in Schedule "A".

SIGNATURES OF AUTHORIZED REPRESENTATIVES

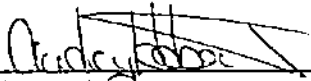
IN WITNESS WHEREOF each of the parties hereto have entered into this Agreement and caused it to be signed by its duly authorized representatives as of the day and year first above written.

THIS 12th DAY OF September, A.D. 2022.


EXECUTED ON BEHALF OF:

THE TOWN OF KINDERSLEY

THE CANDIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 2740




Audrey Hebert
Chief Administrative Officer



Colton Chester



Rod Perkins, Mayor



Keith Morose

SCHEDULE "A"

Public Works (Full-time Permanent)

Position	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
Labourer I	Entry Level	<ul style="list-style-type: none"> • Grade 12 Preferred • Class 5 License • First Aid/CPR • WHMIS 	21.00	22.05	22.82	23.39	23.98
	After 6 months or 832 hr min @ Labourer I (positive performance evaluation)	<ul style="list-style-type: none"> • Confined Space • Ground Disturbance • Power Mobile Equipment • Forklift License 	24.00	25.20	26.08	26.73	27.40
Utility I	Labourer I + 1 year	<ul style="list-style-type: none"> • Water Distribution (Certified Class I) • Wastewater Treatment/Collection (Certified Class I) 	27.00	28.35	29.34	30.08	30.83
Utility II	Utility I + 1 year	<ul style="list-style-type: none"> • Water Distribution (Certified Class II) 	29.00	30.45	31.52	32.30	33.11
Operator I	Utility II + 1 year	<ul style="list-style-type: none"> • Pesticide Course* • Wastewater Treatment/Collection (Certified Class II) • Fireman's Certificate • Class 5A 	34.00	35.70	36.95	37.87	38.82
Operator II	Operator I + 1 year	<ul style="list-style-type: none"> • Wastewater Treatment/Collection (Certified Class III) • Water Distribution (Certified Class III) 	38.00	39.90	41.30	42.33	43.39

*Pesticide Course Options: Agriculture, aquatic, industrial, landscape, mosquito, structural, special – rat control.

Recreation / Arena (Full-time Permanent)

Classification	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
Rec Labourer	0	<ul style="list-style-type: none"> Grade 12 Preferred First Aid & CPR WHMIS 	21.00	22.05	22.82	23.39	23.98
	After 6 months or 832 hr min @ Rec Labourer (positive performance evaluation)		22.00	23.10	23.91	24.51	25.12
Rec Worker I	After 1 year or 1664 hr min @ Rec Labourer	<ul style="list-style-type: none"> Arena Operator Level I 	23.00	24.15	25.00	25.62	26.26
Rec Worker II	After 1 year or 1664 hr min @ Rec Worker I	<ul style="list-style-type: none"> Pool Operator Level I Building Maintenance Level I 	24.50	25.73	26.63	27.29	27.97
Rec Worker III	After 1 year or 1664 hr min @ Rec Worker II	<ul style="list-style-type: none"> Arena Operator Level II Refrigeration Operator (Certified Provincial Ticket) Building Maintenance Level II 	26.00	27.30	28.26	28.96	29.69
Rec Worker IV	After 1 year or 1664 hr min @ Rec Worker III	Either: <ul style="list-style-type: none"> Fireman's Certificate or 5th Class Power Engineering Certificate 	28.00	29.40	30.43	31.19	31.97

Parks (Full-time Permanent)

Classification	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
Parks Labourer	0	<ul style="list-style-type: none"> Grade 12 preferred First Aid & CPR WHMIS 	21.00	22.05	22.82	23.39	23.98
	After 6 months or 832 hr min @ Parks Labourer (positive performance evaluation required)		22.00	23.10	23.91	24.51	25.12
Parks Level I	After 1 year or 1664 hr min @ Parks Labourer I	<ul style="list-style-type: none"> Parks & Sportsground Level 1 Pesticide Course * (1 option) 	23.00	24.15	25.00	25.62	26.26
Parks Level II	After 1 year or 1664 hr min @ Rec Worker I	<ul style="list-style-type: none"> Tree Pruning Certificate 	24.50	25.73	26.63	27.29	27.97
Parks Level III	After 1 year or 1664 hr min @ Rec Worker II	<ul style="list-style-type: none"> Parks & Sportsground Level 2 	26.00	27.30	28.26	28.96	29.69
Parks Level IV	After 1 year or 1664 hr min @ Rec Worker III	<ul style="list-style-type: none"> Playground Safety Certificate Pesticide Course * (2 options) 	28.00	29.40	30.43	31.19	31.97

*Pesticide Course Options: Agriculture, aquatic, industrial, landscape, mosquito, structural, special – rat control.

Aquatic Centre – (Part-time, Term and Seasonal)

Classification	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
Lifeguard I	0	<ul style="list-style-type: none"> • Bronze Cross • First Aid & CPR 	18.00	18.90	19.56	20.05	20.55
	After 6 months or 832 hr min @ PT Lifeguard I (positive performance evaluation required)	<ul style="list-style-type: none"> • National Lifeguard Pool Service Award • First Aid & CPR 	19.50	20.48	21.19	21.72	22.26
Lifeguard II	750 hrs as Lg I	<ul style="list-style-type: none"> • Swim for Life & Lifesaving Instructor or Canadian Red Cross Water Safety Instructor 	21.00	22.05	22.82	23.39	23.98
Lifeguard III	1000 hrs as Lg II	<ul style="list-style-type: none"> • Bronze Examiner Status • SHA Pool Operators 	23.00	24.15	25.00	25.62	26.26
Lifeguard IV	1000 hrs as Lg III	<ul style="list-style-type: none"> • Instructor Course – at least one of the following: NLS, WSI, AEC or First Aid Instructor Water Safety Instructor 	25.00	26.25	27.17	27.85	28.54

Aquatic Centre – (Full-time Permanent)

Classification	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
FT Lifeguard I	0	<ul style="list-style-type: none"> • National Lifeguard Service • First Aid and CPR C 	21.00	22.05	22.82	23.39	23.98
	After 6 months or 832 hr min @ FT Lifeguard I (positive performance evaluation required)	<ul style="list-style-type: none"> • Swim for Life & Lifesaving Instructor or Canadian Red Cross Water Safety Instructor 	23.00	24.15	25.00	25.62	26.26
FT Lifeguard II	After 1 year with a minimum of 1664 hr @ FT Lifeguard I	<ul style="list-style-type: none"> • Bronze Examiner Status • SHA Pool Operators 	25.50	26.78	27.71	28.40	29.12
FT Lifeguard III	After 1 year with a minimum of 1664 hr min @ FT Lifeguard II	<ul style="list-style-type: none"> • National Lifeguard Instructor • Pool Operator Level 1 	27.00	28.35	29.34	30.08	30.83
FT Lifeguard IV	After 1 year with a minimum of 1664 hr min @ FT Lifeguard III	<ul style="list-style-type: none"> • Lifesaving Trainer • Lifesaving Instructor • Bronze Mentor Status • Bronze Revision Instructor Update • Aquatic Supervisor Training 	28.50	29.93	30.97	31.75	32.54

Part-time, Seasonal and Term (Excluding Aquatic Centre)

Classification	Experience	Qualifications	Rate 2022	Annual Cost of Living Increase			
				2023 (5%)	2024 (3.5%)	2025 (2.5%)	2026 (2.5%)
Level I	0		18.00	18.90	19.56	20.05	20.55
Level II	1040	Power Mobile Equipment	20.00	21.00	21.74	22.28	22.84
Level III	2080		22.00	23.10	23.91	24.51	25.12

Part-time, Seasonal and Term Classification:

Employees of this classification would be hired over and above the compliment of full-time employees for Laborer duties for short term or seasonal requirements up to four (4) months.

Notes:

- The Town may approve time at an alternate company for the "Hours Required;Experience" component. Work responsibilities shall be similar in nature and shall be prior approved by the Director of the Department and/or the CAO.
- Employees are responsible to ensure all qualifications are current and remain certified with the appropriate governing body. Any qualifications that lapse for more than six (6) months will result in the employee being reverted to position they are qualified for.