



CUPE / Canadian Union
of Public Employees

COLLECTIVE AGREEMENT

between

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 228**

and

THE TOWN OF CREIGHTON

JULY 1, 2022 to JUNE 30, 2025

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ARTICLE 1 – PARTIES TO AGREEMENT

The Municipal Corporation of the Town of Creighton, Saskatchewan
(hereinafter called the "Town")

of the first part,

and the following organization which is affiliated with the Canadian Labour Congress:

Flin Flon Local 228, Canadian Union of Public Employees
(hereinafter referred to as the "Union")

of the second part.

ARTICLE 2 – PREAMBLE

In becoming parties to this Agreement, the signatories recognize their mutual interest in the operation of the Town services under methods and conditions that will promote, to the fullest extent, safety to the employee and economy of operation, quality and quantity of service and protection of property.

It is further recognized that these conditions can best be promoted by maintaining a harmonious relationship between the Town and its employees and by affecting an amicable settlement of any disputes which may arise fully, individually and collectively, for advancement of these conditions for mutual benefit and in the interest of public service.

Definitions

"Regular Full-time Employee" is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule.

"Regular Part-time Employee" is an employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the regular full-time employee.

"Casual Employee" means any person who is employed by the Employer for casual work to augment the regular work force and who does not work a regular and recurring schedule.

"Seasonal Employee/Part-time" means an employee who is hired into a position which is seasonal in nature and is subject to layoff and recall. Term will be set out in a letter of employment and a copy sent to the Union.

ARTICLE 3 – RECOGNITION

In accordance with the "Certification" granted the Union, under the date of May 1, 1963 and as amended November 5, 1964, and as further amended January 8, 1965, the Town hereby recognizes the Union therein named as the exclusive representative for the purpose of collective bargaining in respect of rates of pay, wages, hours of employment or other conditions of employment for the employees of the Town.

The Town is to be notified in writing as to members of the Bargaining Committee of the Union and immediately if there is a change made. Such bargaining rights shall apply to all designated employees of the Town's properties at and in the vicinity of Creighton, Saskatchewan, with the exception of the Administrator, Recreation Director, Fire Chief, Assistant Fire Chief, Building Inspector, Town Foreman, Animal Control Officer and Janitor. The duly appointed Bargaining Committee of the Union is recognized by the Town as the bargaining agency on behalf of the Union.

If it is mutually agreed by the Union and the Town to conduct negotiations during the regular working hours of any Union Bargaining Committee representative(s), the Union member who meets to participate in these meetings shall suffer no loss of pay or benefits provided by this Agreement for time so spent. The Bargaining Committee will be paid for any time spent bargaining outside of work hours.

The Union Bargaining Committee shall be comprised of not more than four (4) members who shall be Town of Creighton Employees. The Town Bargaining Committee shall be comprised of not more than four (4) members.

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

ARTICLE 4 – DURATION OF AGREEMENT

This Agreement shall be effective as of **July 1, 2022** and shall continue in force and effect until **June 30, 2025** and the parties hereto will meet for the purpose of discussing the renewal of, amendment of, or the negotiation of a new agreement.

- a) For all employees covered by this Agreement, it shall be deemed to have come into effect on the 1st day of July, **2022** and shall continue in force and effect until the 30th day of June, **2025** and shall continue in force thereafter for a three (3) year agreement unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date which is the 30th day of June, **2025**.

- b) If such meeting indicates a desire to modify this Agreement, the proposed modification shall be set forth therein and the same shall become the subject of negotiations between the parties to this Agreement. Pending the outcome of such negotiations, this Agreement shall continue in effect as written until modified by mutual agreement, but in the event of failure to arrive at a satisfactory settlement conciliation proceedings shall be entered into as provided for by existing legislation.
- c) The Town and the Union agree to open negotiations at any time when local conditions make any clause of this Agreement no longer satisfactory. It is clearly understood that this subsection shall be operative only when both parties agree to a need for change and shall be limited only to the specific area of concern.

ARTICLE 5 – OVERTIME

- 5.01 Standard rates of pay will be paid to all hourly rated employees on the basis of an eight (8) hour day and forty (40) hour week, with time and one-half (1 ½) being paid for all overtime hours worked.
- 5.02 a) Overtime rates of double time and one-half (2 ½) shall be paid for all hours worked on New Year's Day, third Monday in February, Good Friday, Easter Monday, second Monday in June, Canada Day, first Monday in August, Labour Day, Thanksgiving Day, **Truth and Reconciliation Day**, Remembrance Day, Christmas Day, Boxing Day and such other days as may be proclaimed by the Federal, Provincial or Municipal Governments.
- b) In lieu of being paid at the rate of one and one-half (1 ½) times an **employee's** regular rate of pay in addition to **their** regular rate of pay for all hours worked on the days mentioned in Clause a), the employee may choose to be paid at the rate of time and one-half (1 ½) for all hours worked on the said days, and in addition, be granted one day off with pay. When an employee chooses to be paid at the rate of time and one-half (1 ½) for all hours worked on the days mentioned in Clause a), **the employee** shall notify the Town Administrator in writing not less than five (5) working days prior to such holiday and **the employee** shall designate the day **the employee** chooses to take off, which shall not be more than thirty (30) days subsequent to the relative holiday unless extended by mutual agreement. It is always understood that not more than one (1) Utility Operator may be absent from work on each occasion.
- c) It is understood that double time and one-half (2 ½) referred to in a) and b) above includes the eight (8) hours straight time referred to in **Article 5.03**.
- 5.03 Eight (8) hours straight time will be paid to all **regular** full-time employees who do not work on New Year's Day, third Monday in February, Good Friday, Easter Monday,

Victoria Day, second Monday in June, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Truth and Reconciliation Day, Remembrance Day, Christmas Day, Boxing Day and such other days as may be proclaimed by the Federal, Provincial or Municipal Governments. Holiday pay for regular part-time employees will be pro-rated.

In addition, one (1) floating holiday shall be allotted per year, per employee; such floater would not interfere with operations. Further, should two (2) or more employees from one department request the same day, seniority shall prevail.

- 5.04 a) Should any such Statutory Holiday fall within an employee's vacation, such employee's vacation shall be extended by one (1) day.
- b) Should any such Statutory Holiday fall within a period of legitimate illness, such employee shall be paid straight time for that day.
- 5.05 If an employee has left **their** place of work and is called in for overtime work, **the employee** shall receive pay at overtime rates for the full time so worked plus one hour, it being further provided that **they** shall receive pay for a minimum of four (4) hours. This provision shall not apply to employees who have been called in to fill a vacancy due to the absence of another worker during a whole shift. Prearranged overtime to be paid out at regular overtime. **Any callouts for the Public Works Department between 3:00 p.m. and 5:00 p.m. will be paid at time and a half (1 ½ X) for the duration of hours worked. Four-hour callout pay will come into effect for callouts occurring after 5:00 p.m.**
- 5.06 When any of the above noted holidays falls on a Saturday or a Sunday or both, and are not proclaimed as being observed on some other day or days, the following Monday, or in the event Monday is a holiday, Tuesday, or Monday and Tuesday, if two such holidays shall be deemed to be the said holiday or holidays for the purpose of this Agreement in the place and stead of the date or dates of the holiday or holidays according to the calendar.
- 5.07 Should any Statutory Holiday fall on a regular full-time employee's regular scheduled day off, **the employee** shall be paid eight (8) hours straight time for that day and in addition, **the employee** may choose to take an additional day off without pay. The employee shall notify the Town Administrator in writing not less than five (5) working days prior to such holiday and the employee shall designate the day the employee chooses to take off, which shall not be more than thirty (30) days subsequent to the relative holiday unless extended by mutual agreement.
- 5.08 It is understood that the banking of overtime shall be on the following basis:
- a) The banking of overtime shall be at the employee's discretion and approved by the Employer.

- b) For Public Works employees who bank worked weekend time at straight time in exchange for the following Friday off, the banking of overtime will be allowed to a maximum of **eighty (80)** hours.
- c) Other employees will be allowed to bank up to **eighty (80)** hours.
- d) Notwithstanding b) above, the bank shall not exceed **eighty (80)** hours; however, the employee shall be allowed to replenish the bank.
- e) The employee shall be allowed to utilize the time in the bank at a time mutually agreeable to the employee and the employee's supervisor.

5.09 Stand-by

Employees who accept stand-by (on call) (i.e. immediately available by direct telephone contact) will receive one and a half (1 ½) hours pay at their regular rate for each day on call. In the event of an actual call-out, the standby employee hours shall be paid at their regular rate of pay for a minimum of four (4) hours **except as outlined in Article 5.05**. Should an employee who is on stand-by be called and fail to report, the stand-by premium will not be paid.

ARTICLE 6 – WORKING CONDITIONS

- 6.01 All working conditions established by practice and now in effect shall remain in force insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Town and the Union.
- 6.02 A meeting of the parties to review the job description will be convened within a six (6) month period following the signing of the Collective Agreement.
- 6.03 The Town agrees to provide **Twinrix** inoculation for all employees required to work with pathogenic material.
- 6.04 Instruction & Training

The Town shall provide such information, instruction and training as necessary to ensure an employee's health and safety.

- a) First Aid/CPR Training

The Town agrees to pay all costs on behalf of the employees to take these courses. First Aid and **Cardiopulmonary** Resuscitation (CPR) courses taken during the employees' regular scheduled work day **will not result in any loss of**

pay. If training occurs on an employee's day(s) off, the employee shall be compensated at straight time pay.

b) Certifications

The Town shall pay the full costs of maintaining the H2S Refrigeration Operator's Certificate, Fireman's Certificate, Level I and Level II Water Treatment, Water Distribution, Wastewater Treatment and Wastewater Collection Certificates and Confined Space/Entry Training.

The Town will only cover costs associated with obtaining certification, certificates or any other educational requirements for up to two (2) attempts.

- c) No employee shall be directed to work on a job when certification is required by law if they do not have such certification. Insofar as it is practicable and operationally efficient to do so, employees shall be given the opportunity to receive on-the-job training without loss of pay to improve their job skills and knowledge.

ARTICLE 7 – RATES OF PAY

7.01 a) A shift differential of fifty cents (\$0.50) per hour shall be paid for all hourly paid employees scheduled to start work between the hours of 4:00 p.m. and 6:00 a.m.

b) A premium of thirty-five cents (\$0.35) per hour shall be paid for all overtime hours worked on custom work.

7.02 a) Sunday premium pay of fifty-five cents (\$0.55) per hour shall be paid to all hourly rated employees for all regularly scheduled straight time shifts worked on Sunday.

b) Saturday premium pay of fifty-five cents (\$0.55) per hour shall be paid to all hourly rated employees for all regularly scheduled straight time shifts worked on Saturday.

7.03 A regular shift for street sanding commencing at 6:00 a.m. shall be paid a night shift premium of fifty cents (\$0.50) per hour for the first two (2) hours worked.

7.04 The wage rates for the period of this Agreement shall be as set out in Appendix "A" of this Agreement and said appendix becomes part of this Agreement.

- 7.05 a) The senior qualified employee shall be paid an additional two dollars and fifty cents (\$2.50) per hour for each hour worked when requested by the Employer to relieve in a supervisory capacity in the positions of Town Foreman, Administrator and Recreational Director for short term absences of less than four (4) weeks, i.e. vacation coverage, casual illness, etc.
- b) During long term absences of more than four (4) weeks, the senior qualified employee shall receive the actual rate of the higher paid position.
- 7.06 The Town agrees to pay an additional **fifty cents (\$0.50)** an hour for arena operators who hold a valid refrigeration certificate.

ARTICLE 8 – SENIORITY

- 8.01 Seniority is defined as the length of service in the Bargaining Unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs and recall. Seniority shall operate on a Bargaining Unit wide basis and shall include all in-scope employees.

Seniority is calculated from the employee's date of hire.

Seniority for part-time/seasonal employees is measured based on their hours of work performed for the Town since their date of hire into a Permanent position. Part-time service prior to full-time status will be credited on a pro rata basis.

Seniority rights of an employee shall be retained and continue to accumulate during periods of authorized leave with pay or when on Workers' Compensation. Seniority rights of an employee shall be retained in suspension during periods of authorized leave without pay.

An employee's seniority shall be considered broken by reason of:

- a) Dismissal for cause and not subsequently reinstated.
- b) Resignation.
- c) Continuous layoff for a period in excess of sixteen (16) months.
- d) Failure to report for work after fifteen (15) days after being notified to report following a layoff unless the employee can give satisfactory reason for such failure to report within the time prescribed.

- e) **Failure to report to work after three (3) working days to be considered job abandonment unless justification can be demonstrated.**
- 8.02
- a) **In all cases of upgrading, increase or decrease of force, length of continuous service, ability, skill and experience shall be considered and unless other factors are unequal, in which case length of continuous service shall govern.**
 - b) **A seniority list of all employees will be posted on the bulletin boards and such seniority list shall be kept up to date.**

8.03 **Not less than seven (7) days prior to filling any staff vacancy covered by the terms of this Agreement, the Town Administrator will notify the Union in writing and post notice of the position on the bulletin boards in order that all members will know about the position and be able to make written application. Such notice shall contain the following information:**

Nature of position, education, training, special skills or other qualifications required and rate of pay. Closing date shall be not earlier than seven (7) days of posting, provided that the Town Administrator may make a temporary appointment in case of necessity only until a permanent appointment is made or for temporary appointment only. In making staff changes, appointment shall be made of the applicant senior in the service, provided the applicant's ability and qualifications are sufficient to perform the duties required for the position to be filled. The successful applicant will be placed in a trial period up to one hundred and twenty (120) working days if necessary. Conditional on satisfactory service, such trial promotion shall become permanent after said trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, they shall be returned to their former position without loss of seniority and any other employee promoted or transferred because of the rearrangement of position shall also be returned to their former position without loss of seniority.

Length of service will be based on Town service rather than departmental service, i.e. Sportex employees.

No permanent employee shall suffer loss of employment or be reclassified in the manner in which their earnings are decreased as a result of the Town contracting out any work.

8.04 **New employees, seasonal employees and part-time employees will serve a probationary period of one hundred and twenty (120) working days.**

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 A Labour Management Committee will be set up consisting of a total of not more than four (4) Union members (two (2) of which are Town of Creighton employees), whose duties it shall be to meet with the General Foreman, Town Administrator, Recreation Director, Alderman responsible for Recreation Director and two (2) Aldermen from the Town of Creighton at least once a month to discuss matters of mutual concern.
- 9.02 A Benefits Committee shall be established consisting of three (3) members appointed by the Town and three (3) members from the Union who shall be Town of Creighton employees. It shall be the duty of the Benefits Committee to examine all benefit plans enjoyed by the employees of the said Union at intervals of not greater than two (2) years, with a view to keeping the said plans commensurate with conditions as are existent at the time of reviewing.

It is mutually agreed between the Town and the Union to give every support to these committees. Committees to meet within a three (3) month period following the signing of this Agreement.

ARTICLE 10 – REDUCTION & RESTORATION OF FORCES

- 10.01 Whenever a reduction of force or a reduction of hours is necessary, the Town will give thirty (30) days' notice to **regular** full-time employees or thirty (30) days' pay in lieu of such notice, and to temporary and/or **regular** part-time employees, ten (10) days' notice or ten (10) days' pay in lieu of such notice, except in the case of temporary reductions due to breakdown, accident or other emergencies making such notice impossible.
- 10.02 In case of temporary reduction of force due to breakdown, accident or other emergencies, the Town will make every effort to notify the employees affected.
- 10.03 In cases of curtailment of operation, lay-off procedure will be determined in consultation with the Union.
- 10.04 Employees laid off shall keep the Town advised of their addresses or forfeit their right to consideration when the working force is again restored. Notice of restoration shall be given by the Town to the employees, personally or by leaving a message at the home of the employee or by mailing it to **them** at the last known address or to any office of the Union.

ARTICLE 11 – DISCHARGES, RESIGNATIONS AND ACCESS TO PERSONNEL FILES

11.01 Disciplinary Process

a) The Employer recognizes that it is desirable to advise the employee of their unsatisfactory conduct, as soon as possible. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavour to assist the employee in improving their work file.

b) **Progressive Discipline**

Except in cases of gross misconduct or zero tolerance policy, the Town agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory. The Town and the Union recognize that any disciplinary measure shall be imposed only for valid reasons. The progressive discipline process is carried out with the intent to improve behaviour.

The Town and Union agree that disciplinary action will be conducted in a progressive fashion:

- **Step One – Formal Verbal Warning**
The supervisor discusses the situation with the employee and their union representative, specifying clear expectations and standards of performance, a plan of action to bring about the desired change, a reasonable time for improvement and a follow-up interview date.
- **Step Two – Written Warning**
Should the problem continue after the time specified in Step One, the supervisor provides a written warning. The staff member is advised with their union representative that continued failure to improve the behaviour could lead to further disciplinary action including possible dismissal.
- **Step Three – Suspension**
If the employee's performance fails to improve or if there is a recurrence of unacceptable misconduct, the supervisor, in consultation with the Administrator and Council, determine the need for and length of the suspension. The supervisor and the administrator shall discuss the expectations of return to work with the suspended employee and their union representative.

- Step Four – Termination

The Town shall have the right to discharge an employee if the employee's conduct fails to improve or if there is a recurrence of unacceptable misconduct or poor performance is sufficiently serious such that the employment relationship is irreparably damaged, the Town, as the Employer, may terminate the employment relationship with cause.

Employees shall be entitled to Union representation through each step of the progressive disciplinary process, and copies of all documentation shall be provided to the Union. The Town shall have the right to legal representation at any stage of the process.

c) Documentation

It is also agreed, that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Union. The Union and the employee shall receive reasonable notice of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Town.

When an employee is non-verbally reprimanded, suspended or dismissed, the Town shall advise the employee in writing of the reasons for the action taken and a copy shall be submitted to the Union at that time.

If the employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the employee's request, a copy of their response shall be forwarded to the Union.

- 11.02 a) The Town shall have the right to suspend or discharge any employee for sufficient and reasonable cause.
- b) Such employee and the representative of the Union shall be advised promptly in writing by the Town of the reason or reasons for such suspension or discharge.
- c) If any employee feels that they have been unjustly suspended or discharged, they shall have the right to appeal through the Union. Such appeal must be filed in writing by the Union with the Town Council Committee within six (6) working days after date of notification of suspension or discharge and unless so filed, the right of appeal shall be lost.

- d) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating and shall be compensated for all time lost in any amount equal to their average earnings during the pay period next preceding such discharge or suspension.
- e) Upon written request, an employee shall be given the opportunity to examine their personnel file and any documents therein provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against the employee's personnel file.

Upon written request, the employee shall also receive an exact copy of any and all documents forming part of their personnel file at the employee's own expense.
- f) There shall be one (1) personnel file maintained by the Employer for each employee. Files are to be kept under lock and key in the Administrator's office and further, the Administrator must be present when an employee is reviewing their file.
- g) The record of an employee shall not be used for disciplinary reasons after twelve (12) months of satisfactory service; however, it will remain in that employee's personnel file.

ARTICLE 12 – VACATION WITH PAY

12.01 The following table shows the vacation periods that shall be earned on a service basis:

Years of Service	Amount of Vacation
1 – 5 years	3 weeks
6 – 14 years	4 weeks
15 – 19 years	5 weeks
20 – 21 years	6 weeks
21 years and after	7 weeks

Preference in choice of vacation dates shall be determined by seniority with the Town. The Town retains the right to determine the maximum number of employees to be absent at one time on annual vacation, special vacation or special leave. It is to be understood, regardless of seniority, regular vacation shall take precedence over allotment of special vacations.

The table above applies to regular full-time employees only. Regular part-time employees shall have their vacation amounts calculated on a pro rata basis.

Seasonal/part-time/casual employees receive vacation pay with each cheque in lieu of vacation time.

- 12.02 Vacation with pay granted to all employees each year will be taken each year, unless other arrangements are authorized by the Town Administrator.
- 12.03 For an annual holiday, the employee shall be paid at the wage rate **the employee** is on when their vacation commences.
- 12.04 In addition to vacations granted in Article 12.01, each **regular full-time** employee shall be granted three (3) weeks' special vacation after each third year of service completed on and after January 1, 1981. **Regular part-time employees will be granted special vacation every three (3) years on a pro rata basis.**
- 12.05 Each **regular full-time** employee shall be entitled to be paid a vacation bonus of twenty dollars (\$20.00) for each working day of regular vacation. The employee shall have the option of bonus payment according to vacation or all at one time if desired. Vacation bonus for **regular part-time** employees will be pro-rated.
- 12.06 Vacations will be pro-rated to January 1.
- 12.07 All vacations will be requested in writing to management by March 31 of each calendar year. Employees will be notified in writing of the disposition of the request within one (1) week. Every effort will be made to allow employee's vacation as requested.
- 12.08 Employees shall have a maximum carry over of five (5) days of vacation from one vacation year to the next vacation year **insofar** as operations will allow along with approval from the administrator.

ARTICLE 13 – BENEFITS PLAN

- 13.01 The Benefits Plan (SUMA) will be cost shared 50% by Employer and 50% by employee. Any extra insurance over and above the Basic Plan "A" (single, couple or family) will be 100% employee paid.
- 13.02 Retirees have the option of continuing in the prescription drug portion of the Group Benefits Plan at a 50/50 split. Plan to be determined by the Employer.

Employees are encouraged to give at least six (6) months' notice of retirement to facilitate processing for pension and group insurance applications.

13.03 The Employer will provide a Health and Wellness Spending Account for all permanent employees in the amount of four hundred dollars (\$400.00) per year. Permanent employees may seek reimbursement for expenses in relation to the Health and Wellness Spending Account once per year. Permanent Employees are to provide receipts in order to be reimbursed.

ARTICLE 14 – SICK LEAVE/BEREAVEMENT LEAVE

14.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.

The Employer may contact an employee on sick leave once per month. This contact will be made solely to ensure the efficient operation of the Town.

Employees off more than six (6) months for sick leave, short or long term disability, Workers' Compensation or granted leave of absence will not accumulate sick time or vacation time during the duration of their leave.

14.02 Amount of Sick Leave

Sick leave shall accumulate at the rate of one and one-half (1 ½) days per month to a maximum of eighteen (18) days per year for all **regular full-time employees**. **Regular part-time, Seasonal and Casual employees' sick leave shall accumulate on a pro-rated basis.**

14.03 Deduction from Sick Leave

In any one year when an employee has not had sick leave or only a portion thereof, **the employee** shall be entitled to an accrual of all the unused portion of sick leave for their future benefits to a maximum of one hundred (100) days absence for sick leave, as defined in Article 14.01 after the current year's allowance has been used.

- a) In the case of medical, dental or chiropractic examinations or treatment, the employee shall be allowed time off with pay to attend such appointments to the extent that **the employee** has accumulated income protection credits (sick days), with the proviso that:
 - i) If the employee chooses a doctor, dentist or chiropractor outside of **their** community, the employee will be granted necessary time off equivalent

to one (1) day of pay. **The employee shall provide proof of attendance to the Administration Office.**

- b) **Should it be necessary for an employee to attend a doctor, dentist or chiropractor outside of their community by reason of non-availability of service in their community, the employee shall be allowed up to three (3) shifts off with pay, to the extent that sick leave credits have been accumulated, for the time necessary to attend such appointment to the nearest point of available service. The employee shall provide proof of attendance to the Administration Office.**

14.04 Proof of Illness

The Employer may request a Doctor's certificate after three (3) consecutive sick days. The employee shall produce a duly signed medical certificate to the effect that **the employee was unable to perform their duties due to illness or injury.** Should the employee incur a cost to obtain the medical certificate, the Town shall reimburse the employee. For any abuse of provisions for sick leave, Article 11 shall apply.

14.05 Bereavement Leave

- a) A bereavement leave of absence of five (5) consecutive working days including the day of the funeral, will be granted to an employee upon a death in **the employee's or the employee's spouse's** immediate family, provided, however, the funeral is conducted farther than two hundred and fifty (250) kilometers from Creighton (most traveled roads); three (3) extra consecutive working days travel will be allowed.
- b) For each day of such leave of absence, which is a regularly scheduled working day for the employee, **the employee** shall be paid **their** rate of pay for eight (8) hours. To qualify for bereavement leave, the employee shall notify **their** immediate supervisor as soon as possible following the bereavement.
- c) "Immediate Family" shall mean spouse, including same sex and common-law, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-child(ren), step-parent(s) and former guardian.
- d) Pallbearer's Leave – one (1) day's leave shall **be granted** without loss of salary or wages to attend a funeral as a pallbearer.
- e) In the event an employee is on vacation when a death in the immediate family occurs, the bereavement leave shall be added to the period of vacation or utilized at a later date.

- 14.06 Should an employee be injured and draw benefits from the Workers' Compensation Board, the benefits from the Board shall be paid to the Town. The employee shall be paid their regular rate of pay at the commencement of injury less all required deductions. This provision to apply for a maximum of ninety (90) calendar days in any one (1) year.
- 14.07 Employees shall be allowed to use up to ten (10) days per calendar year of accumulated sick leave in the event of the illness of a spouse, parent, child or another person residing in the same house or to attend medical appointments or family medical emergencies. **When attending medical appointments outside of the community, employees must submit proof of attendance to the Administration Office.**
- 14.08 Where an employee has reached the sick leave cap upon their anniversary date, they shall be awarded two (2) days off with pay as "personal days" to be taken at a mutually agreeable time.

NOTE: Proof of attendance can be a note from the receptionist stating employee/employee's family member attended an appointment on that date at that facility.

ARTICLE 15 – LEAVE OF ABSENCE

- 15.01 When the requirements of the Town operations permit, employees will be granted leave of absence for satisfactory cause or circumstances for a period under the following conditions:
- a) Application for leave of absence shall be made in writing to the Town Administrator stating full particulars, including length of intended leave of absence and reason except in the case of leave of absence of less than seven (7) days, in which case oral application may be made. In the event of a dispute, the employee can appeal to the Town Administrator, failing satisfaction, then to the Administration Committee. Failing this, the grievance procedure shall apply. Said leave can be extended by requesting a period of six (6) months plus an additional six (6) month extension for just reason. Each case shall be decided on its own merits. The Employer agrees to act fairly and reasonably with administration of this clause.
- 15.02 No leave of absence shall be granted for the purpose of accepting temporary work in some other industry or plant, and any infraction against this provision shall result in the loss of all seniority rights accrued.

15.03 Union Leave

Upon request from the Union and approval by the Town, leave of absence with pay shall be granted to employees to attend union schools, conferences and conventions as official delegates. Such employee shall receive **their** rate of pay and benefits as provided in the Agreement and the Union shall reimburse the Town for all wages and costs of said benefits.

15.04 Compassionate Care Leave

Employees who have completed a minimum of **thirteen (13) weeks'** service shall be entitled to take up to eight (8) weeks of compassionate care leave, in accordance with the Federal Employment Compassionate Care legislation, to care for a current or former family member who is gravely ill. The employee is not required to take the weeks consecutively. Current or former family member includes:

- a) child or the child of spouse or common law partner
- b) wife/husband or common law partner
- c) father or mother
- d) father's wife/mother's husband
- e) common law partner of father/mother
- f) a person whom the employee considers to be like a close relative

This leave of absence can be shared by two or more employees when looking after the same family member. Within fifteen (15) days of **their** return to work, the employee may be requested to provide a written medical certificate stating that the family member had a serious medical condition and was at significant risk of dying within twenty six (26) weeks.

The employee may request an extension to the leave in writing and the extension shall not be unreasonably denied.

During the two-week EI waiting period, the employee may opt to utilize any portion of their unused sick leave credits.

Seniority, benefits and vacation shall accumulate during the leave. Excluding sick time and vacation which shall not accumulate. The Employer shall remit their portion of pension contributions during the leave. If the employee chooses to defer pension contributions while on leave, their portion shall be remitted after the employee returns.

Upon return to work, the employee shall be reinstated to **their** former position.

15.05 Pressing Necessity

Upon notification and confirmation by the Town, an employee shall be granted pressing necessity leave without pay of up to three (3) days per calendar year. Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence which could not be reasonably foreseen by the employee and which requires the immediate attention of the employee. An employee may elect to use vacation or earned time off.

ARTICLE 16 – COLLECTION OF DUES

16.01 The Rand Formula method shall apply for the deduction of dues; however, any employee hired by the Town of Creighton will not have dues deducted for the first part of the first month of employment.

ARTICLE 17 – JURISDICTION

17.01 The Union agrees not to use any measures to compel an employee to join their particular Union that might cause friction and consequently interfere with the successful operation of the Town service.

ARTICLE 18 – STRIKES AND LOCKOUTS

18.01 The Town will not institute a lockout for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.

18.02 The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sit-down, stay-in, or any other kind of interference or any stoppage, total or partial, of any of the Town's operations for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.

18.03 The Union agrees to cooperate fully with the Town in the enforcement of this Article.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

19.01 The Town agrees that no preference will be shown non-union employees over Union employees, that no employee shall be discriminated against or jeopardized in their seniority standing or suffer any loss of employment because of membership or activity in the Union and the Union agrees that neither the Union nor its members will intimidate or coerce employees into joining the Union.

- 19.02 All employees eligible to receive Workers' Compensation and **Employment Insurance** will be so covered.
- 19.03 There will be no Union activity on Town time except the necessary activity in connection with the handling of grievances and the enforcement of this Agreement. But nothing in the Agreement shall be construed to prohibit the officers of the Union from looking after the matters of membership dues, initiation fees, assessment and solicitation of membership provided it is done after working hours or during non-compensable lunch hours and providing it does not interfere with the operations of the services.
- 19.04 Town time spent by the Union Steward and other Union Officials will be kept to a reasonable minimum and settled by mutual agreement in writing. No pay allowances will be granted except for straight time which these agents are required to take from their regular working hours.
- 19.05 When an employee is called to give blood for a transfusion after commencing their shift, such employee will not suffer any loss of pay for that shift.
- 19.06 It is agreed the Town bulletin boards may be used for Union notices, but it is understood that no political or non-union contentious matters will be posted.
- 19.07 Copies of new Agreements shall be issued within thirty (30) days of signing.
- 19.08 Members who have been promoted out of the Bargaining Unit may keep up their Union dues if they so wish.
- 19.09 Two (2) fifteen (15) minute rest periods will be allowed each employee per shift at the discretion of the supervisor.
- 19.10 Employees will suffer no loss of pay while on jury duty. Proof of jury service to be provided by the sheriff.
- 19.11 Any employee working in excess of ten (10) hours in any one (1) day shall be paid twenty dollars (\$20.00) per day in lieu of a hot meal.
- 19.12 Employees shall receive long service pay as follows:
- Fifty cents (\$0.50) per hour after six (6) years of calendar service.
 - One dollar (\$1.00) per hour after ten (10) years of calendar service.
 - One dollar and twenty-five cents (\$1.25) per hour after twenty (20) years of calendar service.

In regard to part-time or seasonal employees, calendar service for the purposes of this clause shall include any time worked and any time on lay-off, seasonal or otherwise.

19.13 Statutory Holidays and Weekend – Standby Allowance – Designated Utility Operator

The Designated Utility Operator shall be paid a "standby allowance" of two (2) hours per day on said Statutory Holiday, Saturday and Sunday if they are not called out during that time frame.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.01 In the case of unclear language or perceived misinterpretation of the contract, the regular full-time, regular part-time, seasonal/casual employee who is questioning such language shall present their concern to a department representative, who will then request a meeting be held between the CAO, mayor, one alderman and one employee from each of the three departments to discuss the language and come to a consensus on interpretation by vote. The majority result in such vote will prevail and the Employer and employee will enter into an agreement to develop clear language and intent once the term of the contract expires and is open for negotiations. Once a decision has been achieved, a memo of understanding shall be entered into with the employee in question agreeing not to move forward with the grievance procedure.

20.02 In order that all differences may be settled as quickly as possible, they shall be dealt with as follows:

Step 1

The aggrieved employee(s) shall discuss the grievance(s) with the duly elected or approved representative of the Local Union within five (5) working days of becoming aware of the alleged incident.

Step 2

If the Local Union considers the grievance to be justified, the employee(s) together with a duly elected or approved representative of the Local Union shall first seek to settle the dispute with the supervisor and one other management representative within five (5) working days of discussion outlined in Step 1. The supervisor shall render their decision in writing within five (5) working days.

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with a duly elected or approved representative of the Local Union will within five (5) working days submit and discuss with the Town Administrator and one other management representative a written statement of the particulars of the complaint and the redress sought. The

Administrator shall declare **their** position and render **their** written decision within five (5) working days after receipt of such notice.

Step 4

Failing agreement being rendered in Step 3, application may be made in writing to the Administration Committee of the Town Council within five (5) working days stating the grievance concerned and the redress sought. A hearing shall be granted within five (5) working days after receipt of the statement.

Step 5

Failing a satisfactory settlement within five (5) working days after the dispute was first heard by the Administration Committee, the Union Grievance Committee may, within five (5) working days, take the necessary steps to institute arbitration proceedings.

- 20.03 All grievances affecting more than one department shall immediately be referred to the Grievance Committee and carried through Step 3. Grievances concerning discharge or suspension shall be referred to the Administration Committee under Article 11 of this Agreement.
- 20.04 If it should be found inexpedient to carry out promptly the clauses of this Article due to the absence of a Town Official from the vicinity, a substitute may be appointed by the Town with full power to effect settlement of grievance, or the step of grievance procedure in which said official is concerned may be eliminated from the procedure.
- 20.05 Time limits pertaining to Article 20 may be waived by mutual written agreement of the parties hereto.

ARTICLE 21 – ARBITRATION

- 21.01 In the event that the Town and the Union shall be unable to settle any dispute or adjust any difference or grievance by treating or negotiating with each other, such dispute or grievance shall be referred to an Arbitration Board consisting of one (1) representative of the Town, one (1) representative of the Union and a third member selected by agreement between these two. In the event that the two (2) arbitrators representing the parties are unable to agree upon the third arbiter within five (5) days, the matter will be referred to the Provincial Minister of Labour. In that event, the third arbiter shall be a judge appointed by the Provincial Minister of Labour. The third arbiter, however selected or appointed, shall be the chairperson of the Arbitration Board.
- 21.02 The Arbitration Board shall proceed with all dispatch to hear and determine the difference, dispute or grievance.

21.03 The decision of a majority of the Arbitration Board shall be in writing and be delivered to the parties hereto. It shall be final and binding upon the parties hereto, subject to the condition that the decision shall not, without consent and approval of the parties hereto, rescind or amend any of the terms or conditions of this collective bargaining Agreement, but shall be in general accord with the scope of the terms thereof. However, the Board shall have the power to dispute any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

21.04 The arbiters, in giving their decision, shall state whether it is to have retroactive effect and from what date it shall take effect.

21.05 The Union party of this Agreement and the Town hereby accept responsibility for their share of the cost of arbitration proceedings each on an equal basis.

ARTICLE 22 – MANAGEMENT RIGHTS

22.01 The Union agrees that it is the exclusive function of the Town:

- a) To conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail, or cease operations, to determine the number of workers required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of jobs, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- b) To hire, discharge, classify, transfer, promote, demote, layoff, suspend, or otherwise discipline employees, provided that a claim by an employee that they have been unjustly treated under this clause shall be subject to the provisions of the Grievance Procedure;
- c) To make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 23 – INTERPRETATION

23.01 In interpreting this Agreement or any provisions thereof, it is agreed that the fundamental consideration shall be the harmonious relationship which must prevail between the Town and its employees rather than strict legal interpretations of

definitions, always keeping in mind that the Town Council is operating a non-profit organization with public funds.

ARTICLE 24 – CLOTHING & FOOTWEAR ALLOWANCE

Upon providing a receipt, all public services employees, including full-time arena workers, shall receive a footwear allowance up to two hundred and seventy-five dollars (\$275.00) per annum.

All employees working in any dirty or dangerous capacity shall be supplied by the Town with all necessary personal protective equipment required by OH&S.

PART II – SEASONAL/PART-TIME EMPLOYEES

It is hereby understood and agreed that Part II shall incorporate the terms and conditions of employment contained in Part I of this Agreement except as such terms and conditions that are expressly restated in Part II herein:

Seasonal/Part-time Employee shall mean an employee who is performing work of a seasonal nature and who, because of the nature of their employment cannot in the best interest of the Town be appointed to permanent staff.

PART II – SEASONAL/PART-TIME EMPLOYEES – ARTICLE 5 – OVERTIME

5.01 Hours of Work

- a) Work Day – where the nature of a department or occupation requires daily hours of work other than the standard work day, the hours of work for employees in such operations shall be those assigned from time to time by the employee's supervisor, but in no case shall normal hours of work be in excess of eight (8) hours in any twenty-four (24) hour period. Employees may be required and expected to work varied hours and/or split shifts from time to time.
- b) Work Week – where the nature of a department or occupation requires a six (6) or seven (7) day operation per week, the normal work week for employees in such operation shall be any five (5) days with two (2) days of rest, not necessarily Saturday and Sunday.
- c) Provisions in paragraphs a) and b) above are expressly understood to apply to all employees engaged under the operation of the Town of Creighton Sportex.

5.02 Statutory Holidays – Seasonal/Part-time employees shall be paid in accordance with *The Saskatchewan Employment Act*.

PART II – SEASONAL/PART-TIME EMPLOYEES – ARTICLE 8 – SENIORITY

8.01 Seniority

Seniority for seasonal/part-time employees is measured based on their hours of work performed for the Town since their date of hire into a Permanent position. Part-time service prior to full-time status will be credited on a pro rata basis.

After being recalled for a second term for seasonal/part-time employment, seasonal/part-time employees must be recalled in order of seniority.

An employee's seniority shall be considered broken by reason of:

- a) Dismissal for cause and is not subsequently reinstated.
 - b) Resignation.
 - c) Continuous layoff for a period in excess of **seven (7)** months.
 - d) Failure to report for work within seven (7) days after being notified to report following a layoff unless the employee can give satisfactory reason for such failure to report within the time prescribed.
- 8.02
- a) In all cases of upgrading, increase or decrease, length of continuous service, ability, skill and experience shall be considered and, unless other factors are unequal, length of continuous service shall govern.
 - b) A seniority list of all **seasonal/part-time** employees will be posted on the bulletin boards and such seniority **list** shall be kept up to date.
 - c) All permanent Sportex employees shall be required to secure an Arena Ice Making and Refrigeration Certificate or qualification within the first six (6) months of employment in order to operate hot water and boilers and the ice plant.

PART II – SEASONAL/PART-TIME EMPLOYEES – ARTICLE 12 – HOLIDAY PAY

Seasonal/**part-time** employees shall receive holiday pay in accordance with the then provisions of *The Saskatchewan Employment Act*.

PART II – SEASONAL/PART-TIME EMPLOYEES – ARTICLE 14 – SICK LEAVE PROVISIONS

14.02 Amount of Sick Leave

Seasonal/**part-time** employees shall be granted sick leave as defined in Part I on the basis of one and one half (1 ½) days per month during each term of seasonal employment. An employee granted sick leave or a portion thereof during each term of employment shall not accrue such sick leave or portion thereof upon completion of such term of seasonal employment if the employee has been laid off for a period of four (4) months or more; however, employees after the completion of two (2) calendar years of seasonal employment shall carry over (accrue) six (6) days' sick leave for their future use.

14.04 Proof of Illness

The Employer may request a doctor's certificate after three (3) consecutive sick days. The employee shall produce a duly signed medical certificate to the effect that **the employee was unable to perform their duties due to illness or injury**. Should the employee incur a cost to obtain the medical certificate, the Town shall reimburse the employee. For any abuse of provisions for sick leave, any employee may be suspended peremptorily.

14.05 Bereavement Leave

A bereavement leave of absence of three (3) consecutive working days including the day of the funeral, will be granted to an employee upon a death in **the employee's or the employee's spouse's immediate family**.

14.06 Should a seasonal/**part-time** employee be injured and draw benefits from the Workers' Compensation Board, such benefits from the Board shall be paid to the employee and not to the Town. The Town shall not be liable for any further payment to the injured seasonal/**part-time** employee.

APPENDIX "A" – WAGES

The parties agree to a general salary increase for all positions and classifications in the Bargaining Unit, retroactive to July 1, 2022, except as otherwise noted herein, based on the highest salary of the Bargaining Unit a monetary equivalent of the following:

Effective July 1, 2022 three percent (3%) Retroactive	(\$0.99)
Effective July 1, 2023 three percent (3%)	(\$1.02)
Effective July 1, 2024 three percent (3%)	(\$1.05)

SCHEDULE A – WAGE RATES PER HOUR

1. a) PUBLIC SERVICES EMPLOYEES			
	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	32.54	33.56	34.61
1041 – 2080 hours	32.91	33.93	34.98
2081 – 3120 hours	33.28	34.30	35.35
3121 – 4160 hours	33.56	34.58	35.63
Next 2080 hours & thereafter	33.93	34.95	36.00
1. b) PUBLIC SERVICES EMPLOYEES – LEVEL I CERTIFICATION			
	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	33.04	34.06	35.11
1041 – 2080 hours	33.41	34.43	35.48
2081 – 3120 hours	33.78	34.80	35.85
3121 – 4160 hours	34.06	35.08	36.13
Next 2080 hours & thereafter	34.43	35.45	36.50
1. c) PUBLIC SERVICES EMPLOYEES – LEVEL II CERTIFICATION			
	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	33.54	34.56	35.61
1041 – 2080 hours	33.91	34.93	35.98
2081 – 3120 hours	34.28	35.30	36.35
3121 – 4160 hours	34.56	35.58	36.63
Next 2080 hours & thereafter	34.93	35.95	37.00
<p>All employees holding full and complete Level I Water Treatment, Water Distribution, Wastewater Treatment and Wastewater Collection Certification shall be paid fifty cents (\$0.50) per hour in addition to the rate stated under 1. a) Public Services Employees.</p>			
<p>All employees holding full and complete Level II Water Treatment, Water Distribution, Wastewater Treatment and Wastewater Collection Certification shall be paid an additional fifty cents (\$0.50) per hour (total of one dollar [\$1.00] per hour) in addition to the rate stated under 1. a) Public Services Employees.</p>			
<p>All Public Services employees shall be required to secure a Fireman's Certificate or qualification within the first six (6) months of employment in order to operate hot water and steam boilers.</p>			

2. ARENA WORKERS			
	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
Arena Worker II	33.93	34.95	36.00
Arena Worker I	32.36	33.38	34.43

Work Week – where the nature of the department or occupation requires six (6) or seven (7) day operation per week, a normal work week for employees in such operation shall be any five (5) days with two (2) days of rest, not necessarily Saturday or Sunday.

Parks and Recreation employees may be allotted to different departments at the Town's discretion with no change in wage rates.

3. SEASONAL / CASUAL LABOUR RATES	
ARENA WORKER – SEASONAL	July 1, 2022 (0%)
First 1040 hours	26.59
1041 – 2080 hours	27.59
2081 – 3120 hours	28.59
3121 – 4160 hours	29.59
Next 2080 hours & thereafter	30.59
NOTE: Current employees working in the seasonal Arena Worker classification will be grandfathered at the \$30.59 rate of pay. Any employee hired after January 1, 2023, will be paid according to the agreed to rate(s) of pay schedule above.	
TEMPORARY OPERATOR	July 1, 2022 (0%)
First 1040 hours	26.59
1041 – 2080 hours	27.59
2081 – 3120 hours	28.59
3121 – 4160 hours	29.59
Next 2080 hours & thereafter	30.59
TEMPORARY LABOURER	July 1, 2022 (0%)
First 1040 hours	25.73
1041 – 2080 hours	26.33
2081 – 3120 hours	26.93
3121 – 4160 hours	27.53
Next 2080 hours & thereafter	28.13

4. OFFICE STAFF

I. ASSISTANT ADMINISTRATOR

- a) Required to have a diploma from an accredited business college.
- b) Required to have not less than two (2) years of experience in a business office within the previous five (5) years.
- c) With previous accounting experience in a municipal office within the previous five (5) years, the employee shall be given credit for six (6) months' experience.

	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	32.33	33.35	34.40
1041 – 2080 hours	32.73	33.75	34.80
2081 – 3120 hours	33.13	34.15	35.20
3121 – 4160 hours	33.54	34.56	35.61
Next 2080 hours & thereafter	33.93	34.95	36.00

II. GENERAL OFFICE CLERKS

- a) Required to have a diploma from an accredited business college.

GENERAL OFFICE CLERK I	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
	30.31	31.33	32.38

GENERAL OFFICE CLERK II	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	30.47	31.49	32.54
1041 – 2080 hours	30.87	31.89	32.94
2081 – 3120 hours	31.11	32.13	33.18
3121 – 4160 hours	31.67	32.69	33.74
Next 2080 hours & thereafter	32.07	33.09	34.14

GENERAL OFFICE CLERK III	July 1, 2022 (3%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	31.33	32.35	33.40
1041 – 2080 hours	31.73	32.75	33.80
2081 – 3120 hours	32.13	33.15	34.20
3121 – 4160 hours	32.53	33.55	34.60
Next 2080 hours & thereafter	32.93	33.95	35.00

In addition to the wages set out in Appendix "A" of this Agreement, the Special Allowance of \$41.60 per month shall be paid for the term of this Agreement and shall continue in effect from year to year thereafter except this Special Allowance will not be paid for any period of time there is a withdrawal of services (strike, etc.). It is further agreed by both parties that this Special Allowance shall not be subject to negotiations from here on in.

Northern Travel Allowance – the Northern Travel Allowance shall be two dollars (\$2.00) per hour worked.

SIGNING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this 14 day of
December, 2022.

**THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON**





MAYOR



TOWN ADMINISTRATOR

**CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228**







LETTER OF UNDERSTANDING #1

RE: WORK SCHEDULES

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228

AND

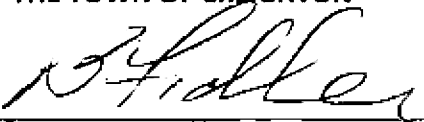
THE TOWN OF CREIGHTON

1. The Town Foreman and Utility Operators of the Town of Creighton will rotate working weekends, four (4) working hours per shift. Work schedules to include usual utility checks and regular work, as required (i.e. maintenance of equipment and sanding).
2. The Utility Operator scheduled to work a given weekend shall cover utility checks and sanding if necessary for statutory holidays following the weekend work. In the event, the Utility Operator would be paid according to the Collective Agreement.
3. It is further understood, if and when any of the above noted employees wish to take holidays which include a weekend and/or statutory holiday they are scheduled to work, that the Utility Operator must make arrangements with one of the other Utility Operators to cover those days.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 14 day of December, 2022.


THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON



MAYOR


CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228





TOWN ADMINISTRATOR





LETTER OF UNDERSTANDING #2

RE: CASUAL/PART-TIME OFFICE POSITION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228

AND

THE TOWN OF CREIGHTON

The Town of Creighton would like to include a casual/part-time office clerk classification to assist with holiday relief, sick leave, maternity leave and any other vacancies as they arise. The length of employment would be determined by Council and considered a term position only.

CASUAL/PART-TIME OFFICE POSITION			
	July 1, 2022 (0%)	July 1, 2023 (3%)	July 1, 2024 (3%)
First 1040 hours	23.61	24.63	25.68
1041 – 2080 hours	24.21	25.23	26.28
2081 – 3120 hours	24.81	25.83	26.88
3121 – 4160 hours	25.41	26.43	27.48
Next 2080 hours & thereafter	26.01	27.03	28.08

This Letter of Understanding shall be attached to and form part of the Collective Agreement.


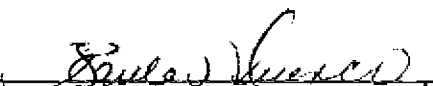
Signed this 14 day of December, 2022.

THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228



MAYOR



TOWN ADMINISTRATOR



LETTER OF UNDERSTANDING #3

RE: ACCUMULATION OF SICK DAYS AND VACATION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228

AND

THE TOWN OF CREIGHTON

It is understood that once an employee has exhausted all sick leave credits while on sick leave or been away from their position for more than six (6) months due to illness/injury (whichever comes first), they will no longer accumulate sick time or vacation leave until such time they return to work.

It is noted that:

1. Sick Time – if an employee has the maximum eight hundred (800) hours of accumulated sick time it calculates out to be approximately five and one half (5 1/2) months.

2. Short or Long Term Disability – if an employee is off on either of these benefits, they do not accumulate sick days or vacation leave.

3. Workers' Compensation – Article 14 – Sick Leave/Bereavement Leave – #14.06 reads:

Should an employee be injured and draw benefits from the Workers' Compensation Board, the benefits from the Board shall be paid to the Town. The employee shall be paid their regular rate of pay at the commencement of injury, less all required deductions. This provision to apply for a maximum of ninety (90) days in any one (1) year.

4. Granted leave of absence – any employee granted a leave of absence does not accumulate sick time or vacation time.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 14 day of December, 2022.

THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON



MAYOR




TOWN ADMINISTRATOR

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228







LETTER OF UNDERSTANDING #4

RE: PARKS MAINTENANCE POSITION

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228

AND

THE TOWN OF CREIGHTON

It is understood by mutual agreement between the Town of Creighton and the Employees' Union that the following be allowed as an out-of-scope position for Summer Employment.

1. The Parks Maintenance employee shall work the term position from May to September for a wage of eighteen dollars (\$18.00) per hour effective June 24, 2020. This position will not be entitled to any future negotiated increases unless agreed to by both parties.
2. This position will only be filled dependent upon approval of summer student grants (the Town will subsidize the remaining amount per hour after minimum wage as allowed by the grant).
3. A job description will be provided to the employee for this position as determined by the Recreation Director.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 14 day of December, 2022.

THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON



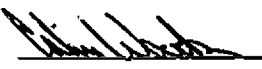
MAYOR

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228





TOWN ADMINISTRATOR





LETTER OF UNDERSTANDING #5

RE: RECREATION ASSISTANT

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228

AND

THE TOWN OF CREIGHTON

It is understood by mutual agreement between the Town of Creighton and the Employee's Union that the following be allowed as a position to assist the Recreation Director perform such duties regarding tourism, museum operation, small business loans, and Recreation and Culture.

1. The Recreation Assistant will have a flexible schedule of thirty (30) hours per week. The schedule to be determined by the Recreation Director.
2. A job description will be provided to the employee for this position as determined by the Recreation Director.
3. The length of employment will be determined by Council and considered a term position only. If the position exceeds one year, the town of Creighton and the Union will meet and discuss the status of the position.

4. **APPENDIX "A" – WAGES**

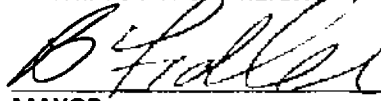
RECREATION ASSISTANT	RATES PER HOUR		
	July 1, 2022	July 1, 2023	July 1, 2024
First 1040 hours	23.60	24.62	25.67
1041 – 2080 hours	24.00	25.02	26.07
2081 – 3120 hours	24.40	25.42	26.47
3121 – 4160 hours	24.80	25.82	26.87
Next 2080 hours & thereafter	25.20	26.22	27.27

5. This position will also receive any pay increases and benefits as per this contract.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 14 day of December, 2022.

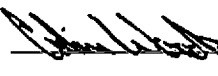
THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON



MAYOR


TOWN ADMINISTRATOR

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228







LETTER OF UNDERSTANDING #6
RE: ASSISTANT ADMINISTRATOR

BETWEEN

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228**

AND

THE TOWN OF CREIGHTON

It is understood by mutual agreement between the Town of Creighton and the Employee's Union that for the above-noted position only, an incentive to obtain educational qualifications be compensated as follows:

1. Education

Upon completion and a recognized certification from the Local Government Authority Program from the University of Regina for the Local Government Administration Certification, the Assistant Administrator will receive an additional fifty cents (\$0.50) per hour.

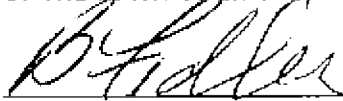
2. Experience

Upon completion of the additional mentored 1800 hours (by a qualified administrator) of experience in a municipality and has demonstrated proficiency in a prescribed list of duties certified by an office inspection. Provide proof as outlined in *The Urban Municipal Administrators Act, Section 14*, regarding qualifications and membership, the Assistant Administrator will receive an additional fifty cents (\$0.50) per hour.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 14 day of December, 2022.

THE MUNICIPAL CORPORATION
OF THE TOWN OF CREIGHTON



MAYOR



TOWN ADMINISTRATOR

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 228



