

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CITY OF ESTEVAN**



**AND**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 726**



**January 1st, 2023 to December 31st, 2025**

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THIS AGREEMENT MADE IN TRIPPLICATE THIS 3<sup>rd</sup> DAY OF FEBRUARY A.D., 2023.  
 BETWEEN:

THE CITY OF ESTEVAN  
(Hereinafter referred to as the "Employer")  
of the First Part

-AND-

ESTEVAN CIVIC EMPLOYEES' UNION LOCAL NO. 726  
of the Canadian Union of Public Employees, and  
affiliated with the Canadian Labour Congress.  
(Hereinafter referred to as the "Union")  
of the Second Part.

WHEREAS, it is the desire of both parties to maintain the existing harmonious relations between the Employer and members of the Union to promote co-operation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union.

NOW, THEREFORE, to effectuate the foregoing the parties hereto mutually covenant and agree as follows:

#### **ARTICLE 1 - INTERPRETATION**

In this Agreement the expression:

- (a) "Days" mean calendar days unless otherwise stipulated.
- (b) "Employee" shall mean any employee within the bargaining unit, male or female, singular or plural as the context requires.
- (c) "City" means the corporation of City of Estevan.
- (d) "Employer" includes the Council of the City of Estevan acting on behalf of the City of Estevan.
- (e) "Permanent Employee" - subject to probation provision, permanent employee shall be defined as an employee holding a position which has been bulletined as a permanent position.
- (f) "Part Time Employee" – shall be defined as an employee who works less than normal hours of work on a regularly scheduled basis.
- (g) "Seasonal Employee" - shall be defined as a employee who is appointed to a temporary seasonal position and who is subject to layoff because the nature of the work is cyclical and can apply for any vacancies subsequent to being laid off.
- (h) "Temporary Employee" shall be defined as an employee whose term of employment is limited without the acquisition of any continuing rights to be retained as an employee beyond such period.

- (i) "Casual Employee" - shall be defined as an employee hired to augment the regular work force on an as needed basis. Casual employees shall be scheduled based on operational needs and may be discharged due to lack of availability, shortage of work or general unsuitability
- (j) "Summer Student" — shall mean a temporary employee who is utilized to augment staffing needs, and is registered for post-secondary school or plan on returning to school on a full-time basis, or those who are attending on a part-time basis.
- (k) "Division" shall mean a functional area within the City, such as Finance or Engineering etc. that has its own Manager and chain of command.
- (l) "Service" means the period during which seniority remains unbroken.

## **ARTICLE 2 - SCOPE**

This Agreement shall cover and include all employees of the Employer except:

- (a) City Manager
- (b) City Clerk
- (c) City Treasurer
- (d) Executive Assistant
- (e) City Engineer
- (f) Water/Waste Water Treatment Services Manager
- (g) Leisure Services Manager
- (h) Fire Chief
- (i) City Assessor
- (j) IT Manager
- (k) Program Manager
- (l) Facility Manager
- (m) Safety Co-ordinator
- (n) Deputy Fire Chief
- (o) Employees of the Estevan Board of Police Commissioners
- (p) Marketing Manager
- (q) Human Resources Generalist/ Payroll Specialist
- (r) Economic Policy and Research Analyst
- (s) Project Engineer
- (t) Land Development Services Manager
- (u) Roads and Drainage Manager
- (v) Parks Manager
- (w) Human Resources Co-ordinator
- (x) Payroll Co-ordinator
- (y) Land Development Planner
- (z) Information Technologists
- (aa) Food and Beverage Manager
- (bb) Events Manager
- (cc) Economic Development Coordinator
- (dd) Human Resources Manager
- (ee) City Controller

- (ff) Labour Relations Specialist
- (gg) Water and Waste Water Superintendent
- (hh) Stock Controller

The parties agree to make a joint application to the Labour Relations Board for a certification order that reflects the forgoing agreement on scope.

### **ARTICLE 3 - UNION RECOGNITION AND NEGOTIATIONS**

#### **3.1 *Recognition***

The Employer recognizes the Union as the sole collective bargaining agency for the employees classified and covered by this Agreement.

#### **3.2 *Union Bargaining Committee***

The Employer agrees that during collective bargaining for any revision of this Agreement, up to a maximum of three (3) employee members of the Union bargaining committee may participate without suffering loss of pay or other benefits.

Based on the operational requirements of the City, no more than two (2) members shall be from the same Division.

#### **3.3 *Bargaining Collectively***

The Employer agrees to bargain collectively with the representatives named by the Union concerning any matter affecting the relationship between the parties, aiming toward a peaceful and amicable settlement of any differences that may arise between them.

#### **3.4 *No Other Agreement***

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement. This agreement shall supersede all other agreements heretofore entered between the parties hereto.

#### **3.5 *Work of the Bargaining Unit***

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit, except in emergencies or for short periods of time (not more than 2 weeks) when a member of the bargaining unit is not available to do the work and in cases mutually agreed upon in writing by the Parties.

#### **3.6 *Labour Management Liaison Committee***

A Committee shall be established consisting of up to five members representing CUPE Local 726, one of which shall be the President, and up to five members representing the Employer which shall include the Human Resources Manager and City Manager or designate.

The Committee shall enjoy the full support of both parties in the interest of improved service to the public and to promote a harmonious relationship.

#### *Role of the Committee*

The Committee shall concern itself with the following general matters:

1. Considering constructive criticisms of all activities so that better relations may exist between the Employees and the Employer;
2. Improving and extending services to the public;
3. Promoting safe working practices;
4. Reviewing suggestions from employees, questions of working conditions and service (however not grievances concerned with service);
5. Correcting conditions causing grievances and misunderstandings.

#### *Meetings of the Committee*

The Committee shall meet on a Monthly basis at a mutually agreeable time and place with further meetings as required. The Executive Assistant will pre-schedule the meetings at the start of each calendar year.

Members shall receive an Agenda of the meeting at least forty-eight (48) hours in advance of the meeting with each co-chair having the ability to place items on the agenda. Employees shall not suffer any loss of pay for time spent at Committee Meetings.

#### *Chairpersons*

An Employee and Employer representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### *Minutes*

Minutes of each Meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, CUPE representative, and the Employer shall each receive a copy of the minutes within fourteen (14) working days following the meeting.

#### *Authority*

The Committee shall have the authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions. No decision of the Committee is binding on either the Union or the Employer.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Union recognizes that the City in all respects has the sole duty and a responsibility to organize, direct and manage the affairs and activities of the workplace and to follow the statutory obligations delegated to it or laid upon it or directed by the laws of Saskatchewan regarding the workplace except as modified by the agreement.
- 4.2 In the administration of this Agreement, the City and Union shall act reasonably, fairly, in good faith and in a manner consistent with the agreement as a whole.

## **ARTICLE 5 - DISCRIMINATION**

The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, disability nor by reason of his membership or activity in the Union.

## **ARTICLE 6 - UNION SECURITY AND DUES CHECKOFF**

### ***6.1 Union Membership***

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

### ***6.2 Tender of Union Dues***

Notwithstanding Article 6.1 hereof, where membership in the Union is not available to an employee on the same terms and conditions generally applicable to other employees, or an employee is denied membership in the Union or his membership is terminated for reasons other than the failure of the employee to tender the periodic dues, assessments and initiation fees uniformly required to be paid by all other members of the Union as a condition of acquiring or maintaining membership, the employee, if the employee tenders payment of such dues, assessments and fees shall be deemed to maintain membership in the Union for the purpose of this Agreement.

### ***6.3 Activity against the Union***

Article 6.2 shall not apply to an employee who has engaged in an activity against the Union. Activity on behalf of other trade unions shall not alone constitute activity against the Union.

### ***6.4 Dues Checkoff***

Upon the request in writing of an employee, and upon request of the Union, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments and initiation fees of the employee, and the Employer shall furnish to the Union the names of the employees who have given such authority.

**6.5 *Notification of Dues Amount***

The Union shall advise the Employer, in writing, of the amounts to be deducted from the employee's wages.

**6.6 *Remittance of Dues***

Amounts deducted from an employee's wages on behalf of the Union shall be remitted to the Secretary-Treasurer of the Union within ten (10) days following the monthly payroll period. The remittance shall be accompanied by a list in duplicate showing the names of the employees from whom such amounts have been deducted and the amount so deducted from each such employee.

**6.7 *Statement of Staff Changes***

A monthly statement showing the names of employees appointed, promoted, demoted and separated and the effective dates thereof shall be sent to the Secretary-Treasurer of the Union by the payroll clerk of the Employer. In the case of each new employee, the list shall also show the employee's job classification.

**6.8 *Union Deductions - T4 Slips***

T4 slips issued by the Employer to employees shall include amounts deducted by the Employer for the Union.

**ARTICLE 7 - INDUCTION OF NEW EMPLOYEES**

**7.1 *Conditions of Employment***

The Employer shall acquaint each new employee with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

**7.2 *Union Contact Information***

On commencing employment, a new employee shall be provided with the contact information of the union executive committee by the Human Resources Department.

**7.3 *Orientation for newly hired employees***

- (a) An employee entering the bargaining unit shall be on probation for a period of six (6) calendar months; however, if the employee has not worked at least two hundred and eighty-eight (288) hours in the initial six (6) months the probationary period shall be extended for an additional three (3) months;
- (b) The Employer shall provide introductory orientation to job duties and expectations;
- (c) Adequate initial training and

- (d) One performance evaluation
- (e) The Employer shall schedule time for a new employee to meet with their union representative for fifteen minutes, with no loss of pay.

**7.4 Copies of Collective Agreement**

The Union shall provide each new employee with a copy of the Collective Agreement.

**ARTICLE 8 - ANNUAL VACATIONS**

**8.1 Definitions**

- (a) "Vacation" means the annual vacation with pay to which an employee is entitled in the year on commencement of his/her employment.
- (b) "Vacation earning year" means the twelve (12) month period commencing on the first day of January in each calendar year and concluding on last day of December in each calendar year. Vacation hours are accrued on bi-weekly basis based on below schedule.
- (c) "Carry Over" shall mean any unused vacation from the current year added to the following year's vacation entitlement.

**8.2 Vacation Time Credits**

Effective January 1<sup>st</sup>, 2019, vacation time credits shall be earned on the following basis for full-time permanent employees:

Less than one year of service	1 1/4 working day per month
After 1 year of service	15 working days
After 8 years of service	20 working days
After 15 years of service	25 working days
After 20 years of service	30 working days

All employees other than permanent full-time employees shall earn vacation time credits as per Saskatchewan Employment Act.

**8.3 Vacation Pay**

1. Vacation pay credits for all permanent full-time employees shall be earned on the basis of the following percentages of total earnings:
  - (a) 3/52 in the case of employees entitled to 3 weeks' vacation
  - (b) 4/52 in the case of employees entitled to 4 weeks' vacation
  - (c) 5/52 in the case of employees entitled to 5 weeks' vacation, and
  - (d) 6/52 in the case of employees entitled to 6 weeks' vacation.

2. Total earnings for the purposes of calculating annual vacation pay credits, shall include wages, premium pay, annual vacation pay and paid holiday pay.
3. All other than permanent employees shall be paid earned vacation pay every pay period.
4. Future vacations credits shall be not allowed beyond the current calendar year.
5. The Employer shall respond to vacation requests within fourteen (14) calendar days from the date of the submission of the request unless there are extenuating circumstances.

#### **8.4 *Vacation Carry Over***

All employees shall take their vacation entitlement annually. An employee may carry over a maximum of five (5) vacation days to the next year. If the employee does not schedule the annual vacation, the Division Manager may schedule an employee for the appropriate amount of vacation days by providing four (4) weeks' notice.

In extenuating circumstances, employee may request in writing to the City Manager to carry forward excess vacation to the next year and such request can be denied or approved by the City Manager based on business needs. Any carried over vacation days shall be used within the following calendar year.

#### **8.5 *Time for Vacation***

Vacations may be taken any time during the vacation year as may be arranged by mutual agreement among all concerned, by each Business Division. The Employer shall ensure as much as possible that all employees in all Divisions are able to access time off during prime vacation months such as summer and Christmas. In the event of dispute between employees, seniority shall govern except where an employee changes positions and moves to a different Division after the vacation schedule for the year has been posted. In that event, the employee that has moved will have to book vacation to accommodate the other employees in that Division that have already booked vacation.

#### **8.6 *Posting Vacation Credits***

Projected accumulation of vacation credits for employees shall be posted by January 31<sup>st</sup> of each calendar year, and will be subject to verification in accordance with vacation credit entitlements. Vacation credits will also show on each paystub as they are earned and used.

#### **8.7 *Posting Vacation Schedule and Corrections***

The Employee may present vacation requests no later than February 15<sup>th</sup> of each calendar year. The Employer shall post a vacation schedule for each division not later than March 1<sup>st</sup> of each year. Such schedule shall be left open for corrections for a period of two (2) weeks. After this period, holidays will be awarded on a first come, first serve basis.

**8.8 Continuity of Vacation**

Any employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

**8.9 Vacation Pay on Terminations**

An employee whose employment terminates during a vacation year shall be entitled to vacation pay in lieu of vacation based on the employee's total earnings during the portion of the vacation year that the employee remained in service. An employee whose employment terminates during a vacation year and employee has taken vacation not yet earned; it shall be deducted from their final pay.

**8.10 Vacation Displacement**

Where in respect of any period of vacation leave an employee is:

- (a) Granted bereavement leave, or
- (b) granted sick leave as a result of hospitalization in a provincially approved hospital (The Employer reserves the right to request proof of hospitalization), or
- (c) granted sick leave for an illness for which a medical certificate has been obtained from a Doctor.

The period of vacation so displaced by any of the above shall either be added to the vacation period requested by the employee and approved by the Employer or reinstated for use at a later date if the vacation schedule of another employee is not affected in such a way as to change their vacation period.

**ARTICLE 9 – STATUTORY HOLIDAYS**

**9.1 Paid Holidays**

The following days shall be observed as holidays without deduction of pay:

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

as well as any other National, Provincial and Civic proclaimed holidays.

**9.2 Statutory Holidays Falling on Day Off**

When a holiday occurs on a day which coincides with an employee's weekly day off or day of rest, the employee shall be paid for holiday at straight time for each such occurrence.

**9.3 Pay for Work on Statutory Holidays**

An employee required to be on duty on any of the aforementioned holidays shall receive, in addition to a day's pay at the employee's regular rate of pay, pay at a rate of one and one-half times the employee's regular rate of pay.

**9.4 Pay for Overtime Work on Statutory Holidays**

If an employee is required to work overtime on a Statutory Holiday the employee shall receive, in addition to the Statutory Holiday pay, pay at the rate of double time for all overtime worked beyond the employee's normal hours of work for that day.

**9.5 Statutory Holiday Pay for Seasonal, Part-Time, Temporary, Summer Students and Casual Employees**

All seasonal, part-time, temporary, summer students and casual employees shall be paid an additional 4% of the wages earned by the employee, exclusive of overtime and vacation pay on each pay cheque, in accordance with the Employment Standards construction public holiday provisions.

**ARTICLE 10 - SICK LEAVE**

**10.1 Definition of Sick Leave**

Sick leave means the period of time an employee is absent from work by virtue of being sick, disabled, or quarantined, or because of an accident for which compensation is not payable under The Worker's Compensation Act, and includes such paid time for absence from work due to check-ups as well as specialist referrals.

**10.2 Sick Leave Credit Accumulation**

All permanent employees shall accumulate sick leave credits on the basis of one and one-half (1 1/2) days per month worked to a maximum of 180 days. Absences on account of illness shall be charged against employee's total sick leave accumulation.

It is understood that sick leave credits are prorated for less than full-time employees. Casual, seasonal, students and temporary employees shall not be eligible for sick leave credits.

**10.3 Deduction of Sick Leave Credits**

Deduction shall be made from accumulated sick leave credits for all time recorded as sick leave.- Employees shall not be paid for sick day(s) when he/she does not have any hours in his/her sick bank.

**10.4 Sick Leave at Lay Off**

When employee is laid off, they shall not receive sick leave credits for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such layoff.

#### **10.5 Medical Certificate**

A Division Manager, at their discretion, may require an employee under their supervision to produce a medical certificate, signed by a duly qualified medical practitioner of the employee's choice after three (3) days of sick leave usage. The City reserves the right to require a second medical opinion at its expense.

#### **10.6 Notification of Division Manager**

Every employee who is absent from work shall notify the employee's direct Supervisor/Manager or the Division Manager's authorized representative at least thirty (30) minutes prior to the scheduled start of shift. Failure to do so, without good cause, shall deprive such employee from the benefits to which the employee would normally be entitled prior to the time due notice is received by the Department.

#### **10.7 Sick Leave Records**

The Employer agrees that sick leave credits will show on each pay statement as they are earned and used. Such statement shall be open to protest and correction for a period of thirty (30) days and on presentation by the employee or the Union of proof of error, correction shall be made by the Employer immediately.

#### **10.8 Sick Leave Misuse**

If an employee calls in sick and it is proven that it was in order to fill a shift with another employer; the employer shall terminate that employee.

#### **10.9 Payment of Unused Sick Leave on Termination**

All employees covered by this agreement having at least ten (10) years' continuous service as a permanent employee upon severance of employment with the City, except by dismissal, shall be paid at his/her regular rate of pay in the amount of 1% percent per year of service of all accumulated Sick Leave in pay at their current rate of pay.

However, in the event an employee must sever employment with the City on compassionate and/or extenuating grounds, for reasons such as death or personal ill health or physical infirmity, the ill health of his/her wife or children or any others who may be dependent upon such employee, or a transfer of obligation on the part of the employer, and who has at least five (5) years of continuous service as a permanent employee, shall be entitled to all the benefits provided in this Clause.

#### **10.10 Long Term Disability**

If a position vacated by a disabled employee has been posted as a term position and filled, and the disabled employee is medically able to return and perform the duties of that position within two (2) years from the date the employee entered the Long Term Disability program, the employee shall return to that position. Other individuals promoted or transferred as a consequence of the term position shall be returned to their former positions without prejudice.

If the disabled employee fails to return within two years from the date the employee enters into the long term disability program, the position shall be reposted on a permanent basis.

If the position has been eliminated or the position is reposted as permanent, the employee shall return to an equivalent position at the rate of pay applicable to their former position, subject to medical restrictions, the return to work policy and any other applicable policies or legislation.

## **ARTICLE 11 - LEAVE OF ABSENCE**

### **Paid Leaves**

#### ***11.1 Compassionate Leave***

The Division Managers may grant paid compassionate leave to an employee for death or serious illness in such employee's family to the extent of five (5) working days per year (this includes travelling time to and from destination). In special circumstances additional time may be granted upon approval from the City Manager. The employee will be required to complete the request for time off form in a reasonable time frame.

No employee will be disciplined in any way for taking compassionate leave without pay if there is any question whether the leave will be with pay or not. The matter of pay, if questioned, will be subject to the grievance and arbitration procedure upon the employee's return to work. It is not the intent of this clause to deny pay for compassionate leave until the matter is grieved.

Family means spouse, including common-law spouse, parent, grandparent, child, grandchild, parent-in-law, brother or sister, brother or sister-in-law, guardian or dependent, son-in-law, daughter-in-law, current step equivalency or any person for whom an employee is executor of a will.

#### ***11.2 Family Leave***

Permanent full-time employees shall be granted up to seven (7) days with pay per year for family leave for valid family reasons such as sickness of children or spouse, parental care, child care, children's school events and activities, or children's sports or athletic activities, or children's or spouse's doctor appointments. Such leave shall be deducted from the employees' sick leave accumulation pursuant to Article 10 - Sick Leave. In this article family shall mean spouse, child or parent.

Family leave shall be requested in writing and shall not be used as an extension to vacation. Employees may be granted additional days for family leave, subject to the approval of City Manager.

### **Unpaid Leave**

#### ***11.3 General Leave without Pay***

Prior to any leave of absence without pay being granted all vacation and bank time shall be

used. Any additional approved time would be a leave without pay. An employee desiring a leave of absence without pay shall be granted same insofar as the regular operation of the division will permit, subject to the approval of the City Manager.

A leave will not be granted for an employee to begin employment with a different organization.

#### **11.4 Union Leave**

Members of the Union, not exceeding two, provided not more than one is from the same division at any one time, who are appointed to attend to Union Business, shall, subject to operational needs and provided they have given reasonable notice, in writing, to the Division Manager, be granted leave without pay but with no loss of other benefits. The total of such leave in any year shall not exceed forty-two (42) working days. Such requests shall not be unreasonably denied.

#### **11.5 Legislative Leaves**

A number of legislative leaves as provided for in *The Saskatchewan Employment Act* may be utilized by eligible Union Members. These currently include:

- medical (critically ill child care, critically ill adult care, compassionate care and organ donation);
- interpersonal violence leave;
- family (crime-related child death or crime related child disappearance leaves);
- service (reserve force, nomination/election and candidate/public office, and citizenship ceremony leaves);
- public health emergency leave

An employee shall retain full employment status and rights under this collective agreement when authorized for such leave. It is agreed that with the exception of a portion of Interpersonal violence leave these leaves are considered unpaid leaves.

#### **11.6 Jury Duty**

Any employee selected for jury duty or court witness will turn over all payments received from the judicial process immediately to the City in order to maintain regular payroll.

### **ARTICLE 12 – INCLEMENT WEATHER LEAVE**

When adverse weather conditions disrupt normal scheduling of employees, the Employer will issue a statement relative to compensation

- a) Employees who are unable to report to work as scheduled will not be compensated however may access vacation, banked time or an unpaid leave of absence.
- b) Time to be made up may be taken from vacation or banked time.
- c) Employees not scheduled to work and who are called in will be compensated at two time (2x) their rate of pay for hours worked.

## **ARTICLE 13 - MATERNITY, PARENTAL AND ADOPTION LEAVE (MPAL)**

- 13.1** All employees shall be entitled to MPAL in accordance with the provisions of the **Saskatchewan Employment Act**.

The employer shall pay 100% of the employee's regular salary for the first week given that the employee:

- (a) has been employed as permanent full-time employee for at least one (1) year;
- (b) is eligible for Employment Insurance benefits pursuant to the Employment Insurance Act (Canada);
- (c) Signs the return to service agreement for at least six (6) months.

- 13.2** *Seniority Status during Maternity, Adoption or Parental Leave*

While on maternity, adoption or parental leave, an employee shall retain full employment status and rights under this Collective Agreement. It is agreed that maternity, adoption or parental leave are considered unpaid leave.

- 13.3** *Employee Benefits during Maternity, Adoption or Parental Leave*

During the period of maternity, adoption or parental leave, the employee shall be entitled to continue participating in any benefit plans provided under this Agreement. The city will cover 100% of the cost for benefits premiums for up to twelve (12) months.

- 13.4** *Procedure upon Return from Maternity, Parental or Adoption Leave*

When an employee decides to return to work after maternity, adoption or parental leave, the employee shall provide the Employer with at least four (4) weeks' notice. On return from any of these leaves, the employee shall be placed at least in their former position. If the former position no longer exists, the employee shall be placed in a position of equal rank and value at the same rate of pay.

## **ARTICLE 14 – LAYOFF AND RECALL**

- 14.1** *Notice of Lay-off*

Employees shall receive written notice of lay-off in accordance with the length of their service as per the Saskatchewan Employment Act:

Seasonal employees - at least one week's notice;

All other employees and seasonal employees with one year of service - at least two weeks' notice;

Every employee with more than three years of service - at least four weeks' notice;

Every employee with more than five years of service - at least six weeks' notice;

Every employee with more than ten years of service - at least eight weeks' notice.

The provisions of this clause shall not be applicable to employees who are dismissed for just cause.

#### **14.2 Permanent Staff Layoff & Hiring Procedure**

If and when in the opinion of the Division Manager concerned, it is necessary to reduce the number of employees provided that other employees have sufficient ability to handle the duties to be performed, the Division Manager shall lay off first the employee with the least seniority. Should any employee be laid off and later rehired by the Employer to fill his/her original position, the employee shall, provided that the employee returns to work as soon as he/she is called under the terms of the recall notice, be considered permanent in his/her former grading immediately after returning and shall have full benefit of this Agreement subject to the provisions of the recall notice. Notification of the re-employment shall be mailed to the person by registered mail or personal service, unless otherwise mutually agreed. The employee shall return to work within one hundred and twenty (120) hours, or five (5) working days from the date of such notification or the obligation of the Employer shall cease.

#### **14.3 Layoff Procedure**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their divisional seniority.

It is agreed by the Employer that no permanent employee shall be laid off or have their hours reduced as a result of contracting out.

#### **14.4 Re-calls**

Employees laid off shall be returned to work in positions for which they are qualified in order of seniority.

### **ARTICLE 15 - GRIEVANCE PROCEDURE**

#### **15.1 Definition of "Grievance"**

##### **Grievance Defined**

A grievance for purposes of this agreement is defined to be a dispute, difference or disagreement between the City on the one hand and the Union or an employee or employees on the other hand; which dispute, difference or disagreement pertains to the following:

- (a) Any matter relating to the terms and conditions of employment or rates of pay, hours of work of any employee or employees;
  - (b) Any matter involving the interpretation of any provision of this agreement.
  - (c) Any matter involving the alleged violation of any provisions of this agreement.
1. (a) **Informal Discussion**  
Whenever possible, the Employee/Union will discuss the complaints with the supervisor and/or manager prior to filing a formal grievance. If a matter cannot be

resolved through discussions, then the Union and employee may initiate the grievance procedure.

(b) Initiating a Grievance

When an employee has a grievance, they shall, within fifteen (15) calendar days following the act or omission giving rise to such grievance, state their grievance in writing addressed to the Union. The Union shall thereupon and thereafter 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.

(c) Selection Grievances

Where the grievance is based on selection, the successful applicant shall be advised of the grievance within fourteen (14) calendar days of the filing of the grievance.

2. Step 1 - The Union shall, within ten (10) calendar days after receipt of the grievance, hand deliver the written grievance to the Division Manager of the Department concerned and the Human Resources during business hours Monday to Friday. In making application for a hearing the Union, shall outline, in writing, the matter complained of and the settlement sought. The hearing shall be held within ten (10) calendar days, and the Union may have the employee or employees concerned present at the hearing. The Division Manager of the Department shall, within ten (10) calendar days following the hearing, give their decision and reasons in writing to the Union.

If the grievance is a result of dismissal, the grievance shall commence at Step 2.

3. Step 2 - The Union shall have the right to appeal the decision of the Division Manager of the Department to the City Manager, or their designate. In so doing, the Union shall file with the City Manager or their designate a written statement of the appeal along with the reasons for lodging the appeal. A copy of the decision and reasons of the Division Manager of the Department shall be submitted with the statement of the claim. The appeal shall be filed with the City Manager, or their designate, within ten (10) calendar days following receipt of the decision of the Division Manager of the Department. It is understood that the same individual will not hear both step 1 and step 2.
4. The City Manager, or their designate, shall hear the appeal within ten (10) calendar days after it has been filed with their and shall give their decision within ten (10) calendar days after the conclusion of the hearing.
5. Step 3 - Any grievance which is not settled by the procedures set forth may be referred to a Board of Arbitration (Board) by either party of this Agreement. Application for the establishment of a Board must be made by either party within forty-five (45) calendar days of the date of the decision of the City Manager, or their designate, is rendered. Alternatively, within the same time lines, by mutual agreement, the parties may agree to utilize the expedited arbitration process or non-binding grievance meditation.

Notwithstanding the provisions of Clauses two(2) through five(5) hereof, the City and the Union may, by mutual consent, waive the provision to refer the grievance to a Board and elect to take the grievance to a single Arbitrator whose decision shall be

final and binding and enforceable on all parties.

**15.2 Procedure When Time Limits Expire**

At any step, failure on the part of the Employer's representative to reply within the prescribed time limits shall give the Union the right to proceed to the next step.

The grievance shall be deemed resolved and/or abandoned if the union fails to proceed to the next step within the prescribed time limits.

**15.3 Extension of Time by Agreement**

The time limits set out above may be extended by the consent of both parties.

**15.4 Handling Grievances during Working Hours**

A steward, officer or grievance committee member of the Union has the right to secure permission from their immediate supervisor to leave assigned duties for an approved period of time in order to discuss any grievance with the appropriate representative(s) of the Employer and such steward, officer, or grievance committee member, not exceeding two (2) at any time, shall not suffer any loss in pay or other benefits for the time so spent. Except as authorized, for a shop steward or union executive member, and employees, approved by the Employer to attend a grievance meeting with the employer, no union business shall be permitted on paid time.

**ARTICLE 16 - ARBITRATION**

**16.1 Reference to Arbitration**

Where a grievance is referred to arbitration, the parties shall first attempt to agree to a single Arbitrator. In the event the parties are unable to agree to a single Arbitrator, a Board of Arbitration shall be established as follows:

Each party shall name one (1) member of the Arbitration Board. These two (2) members (nominees) shall endeavour to agree on a third member who shall be Chairperson of the Board.

In the event that they cannot agree on a Chairperson, they shall jointly request the Minister of Labour for the Province of Saskatchewan to name a Chairperson.

**16.2 Restrictions**

The restrictions contained in Section 6.46(7) of the Saskatchewan Employment Act, shall apply to the Arbitrator and the members of the Arbitration Board.

**16.3 Remuneration and Expenses**

In the case of a single Arbitrator the remuneration and expenses of said Arbitrator shall be borne equally by the two parties. In the case of an Arbitration Board each party shall pay the remuneration and expenses of its nominee, and the remuneration and expenses of the Chairperson shall be borne equally by the two parties.

**16.4 Decision**

The decision of the Arbitrator or the Arbitration Board as the case may be, shall be final and binding on the parties, and there shall be no lockout by the Employer and no stoppage of work by the Union because of the grievance being arbitrated.

**ARTICLE 17 - COMMITTEES TO BE HEARD**

Any committee of the Union shall, upon written request, be accorded a prompt hearing with the Division Manager, and/or City Manager.

**ARTICLE 18 - RETIREMENT, PENSION & GROUP BENEFITS PLAN**

All benefits will be listed in a separate document. Any changes to the benefits plan will be mutually agreed upon with the union.

<b>Benefit</b>	<b>Employee Cost-Share</b>	<b>Employer Cost Share</b>
Life	50%	50%
AD&D	50%	50%
LTD	50%	50%
EHC	0%	100%
Dental	40%	60%
EAP	0%	100%

**ARTICLE 19 - SAFETY MEASURES**

The Employer and employees shall follow all requirements of the Occupational Health & Safety Act and regulations to ensure the safety of employees.

The Employer shall observe all reasonable precautions and provide all safety devices which may be reasonably required for the protection of all employees in the performance of their duties.

**19.1 Safety & Health Committee**

The parties agree to act in full conformity with the Saskatchewan Employment Act, Part 3.

**19.2 Procedure**

An employee or a group of employees who have a health or safety concern should endeavour to resolve that concern by first referring it to the immediate supervisor or safety officer who will investigate immediately and shall initiate remedial action.

**19.3 Containing Contaminants**

The Employer shall provide and maintain a washer and dryer at the wastewater treatment plant in order to contain contaminants.

#### **19.4 Vaccinations and Immunizations**

The Employer agrees to pay the cost of any Employer recommended vaccinations or immunizations including, but not limited to, influenza, H1N1, Hepatitis and tetanus. In addition, employees will be eligible to access such vaccinations and immunizations during regular work hours.

### **ARTICLE 20 - TEMPORARY ASSIGNMENT**

#### **20.1 Temporary Assignment to a Higher Paid Position**

- (a) Any employee who is assigned to perform the duties of a job in a higher paid job classification will be paid at the salary step in the assigned range, next higher to their current salary.
- (b) Employees assigned to a higher paid job classification will earn increments at the higher pay.
- (c) Any permanent employee who receives training in a higher paid job classification for relief purposes will be paid at that job classification rate as per Schedule C.
- (d) Excluding summer students and Seasonal Employees. The exceptions do not include Water and Waste Water Treatment Plant student.

#### **20.2 Temporary Assignment to a Lower Position**

An employee required to assume, temporarily, duties of a lower paid position shall continue to receive the rate of pay applicable to the employee's classification immediately prior to such relief assignment.

### **ARTICLE 21 - SUPPLEMENTING WORKERS' COMPENSATION**

When an employee is injured or incapacitated by sickness through the performance of his/her duties, the City shall pay the difference between the Workers' Compensation Board payments and other benefits payable as a result of such sickness, and the employee's regular rate of pay to provide for one hundred (100%) percent of net take home pay. Such payments by the City shall continue for a maximum of one (1) year or until the Workers' Compensation Board has determined that the employee's disability is permanent, whichever shall first occur.

### **ARTICLE 22 - PROMOTIONS AND STAFF CHANGES**

#### **22.1 Job Postings**

When a new position is created, or when a vacancy of a temporary or permanent nature requires to be filled within the bargaining unit the Employer will immediately notify the Union, in writing, within ten (10) calendar days, and shall post notice of the position in the Employer's offices, shops, Bulletin Boards of each office, webpage and on internal communication systems in order that all members will know about this position and be able to make written application. All

positions shall be posted for seven (7) calendar days.

All job postings will be posted internally and externally at the same time.

In the event, the City cannot fill the vacancy within ten (10) calendar days, the City will give notice in writing to the Union outlining the reasons why.

#### **22.2 *Method of Making Appointments***

Promotion of the permanent employees within the bargaining unit shall be based upon skills, abilities and qualifications established by the City. Where there is two or more applicants who have necessary qualifications as determined by the City, the position shall be awarded to the employee with most seniority.

If there are no internal applicants who possess the required qualifications, the City may hire and fill the position from any source provided the applicant possess the qualifications, skills and abilities required for the job description.

Individuals who are awarded a position must indicate acceptance or refusal of the position in writing within twenty four (24) hours of being offered, subject to extenuating circumstances.

In filling any new positions or vacancies, the City will consider applications first from permanent employees and then from casual, temporary, students or seasonal employees before considering applications from persons outside the bargaining unit. The Employer shall provide a minimum orientation period of fourteen (14) calendar days prior to returning an employee to their former position.

#### **22.3 *Information on Postings***

Postings for positions shall contain the following information: nature of position, required knowledge and education, ability and skills, whether day, evening or night shift, and current hourly salary rate or salary ranges as well as the present work location of the vacancy.

In addition, the following sentence shall be included on all postings: The position shall be filled according to the terms of the Collective Agreement between the City and CUPE Local 726.

#### **22.4 *Applications for Positions and Vacancies***

Employees shall bid for such positions or vacancies by means of written application to Human Resources. No applications from employees received later than the closing date will be considered.

If an employee bids on more than one position at a time, employee shall prioritize their choices. Employees who accept a new position or revert or are reverted to their previous position, shall not be eligible to apply for any vacancies for six (6) months unless written authorization is received from the City Manager. Applicants that are interviewed will be informed of their denial prior to the start of the successful applicant in the position, whenever possible.

### **22.5 *Internal Appointments***

The successful applicant will be placed on trial for a period of three (3) calendar months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) calendar months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period the employee shall be returned to his/her former position without loss of seniority or salary, and any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and salary. In the event the successful applicant wishes to return to his/her former position, he/she shall do so within thirty (30) calendar days without loss of seniority or salary.

The City or the Employee, whoever initiates the reversion, will provide written rationale, which will be attached to the employee's personal file. Where the City initiates the reversion, the employee will have the opportunity to attach comments and the union will be notified. Where the employee initiates the reversion, the documentation will be attached to the personal file and the union will be notified.

### **22.6 *Union Objections to Appointments***

The Union shall be advised in writing of the name(s) of the successful applicant(s) a minimum of one week prior to the start date, except in extenuating circumstances. Any objections by the Union to staff changes shall be construed as a difference between the parties bound by this Agreement as provided for under the Grievance Procedure.

### **22.7 *New Positions and Reclassifications***

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

### **22.8 *Reclassifications - Effective Date***

Where a position is reclassified to a position carrying a different rate, that rate shall be applicable from the date of reclassification or of the employee's application for the reclassification, whichever is first.

### **22.9 *Disabled Employee's Preference***

Any employee covered by this Agreement, who through advancing years or temporary disability, is unable to perform his/her regular duties may be given the preference of any light work, if such light work is available, at the salary payable at the time for the position to which the employee is assigned.

### **22.10 *Pay for Temporary Positions***

When a job is posted to fill a temporary vacancy for a full time employee, the rate applicable to the job being filled shall be paid. This provision shall be applicable to all classifications listed in salary schedules in this Agreement. An employee who fills a temporary vacancy shall have the right to return to their former position once the temporary work has ended.

### **22.11 *Supernumerary Full Time Positions***

Any supernumerary full time position filled continuously on a full time basis by a permanent or non-permanent employee for a period of twelve (12) consecutive months shall be bulletined and filled as a permanent position.

## **ARTICLE 23 - SENIORITY**

### **23.1 *Definition***

Seniority shall be defined as the length of service in the bargaining unit from the date the employee last entered the service of the Employer. Employees employed at January 1, 2005 were ranked in order of seniority calculated on hours of seniority from the date the employee last entered the service of the Employer.

### **23.2 *Probation***

A Person newly hired to a position shall be on probation for a period of six (6) calendar months; however, if the employee has not worked at least two hundred and eighty-eight (288) hours in the initial six (6) months the probationary period shall be extended for an additional three (3) months from the date of hiring. These terms are subject to Article 23.3. If the newly hired employee fails to successfully pass the probation period their employment shall be terminated with cause. During probation period, if the employee missed work for a period of two weeks or more, the employer may extend the probationary period by the amount of time missed. The employee and the union shall be notified in writing.

Newly hired employees shall not be eligible to bid on another position within their probation period unless agreed to by the City Manager on case by case basis.

Days worked includes days lost due to holidays, vacations, paid leave, maternity, adoption and paternity leave and unpaid leave not exceeding thirty (30) calendar days on any one occasion.

### **23.3 *When Seniority Ceases***

The employee's seniority shall cease only if the employee:

- Voluntarily leaves the service of the Employer and does not withdraw his/her notice of resignation within 24 hours (excluding weekends and statutory holidays) or the Employer does not accept a later withdrawal of the notice.
- If discharged and such discharge is not revised through the procedures provided in Articles 15 and 16.
- Fails to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through, sickness, accident or other unavoidable absence. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address.
- In the event a unionized employee is the successful applicant for an out-of-scope

position, the unionized employee will have the right to maintain their union seniority for the duration of their out-of-scope trial period (maximum of six 6) months). In the event the employee requests a transfer back to their previous position or the Employer would like to revert them back to their previous in-scope position during the trial period, the employee will be returned to their previous unionized position and each affected individual will return to their previous positions.

- Has been on continuous layoff for a period of twelve (12) months.

#### **23.4 Seniority Lists**

Seniority lists shall be kept by the Employer and shall be furnished to the Union in November of each year.

### **ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE**

#### **24.1 Record of Discipline**

The Employer shall notify an employee in writing on the Record of Discussion Discipline Form (Verbal Warning) or the Written Warning Notice Form (Written Warning), whichever is applicable of any expression of dissatisfaction concerning his/her conduct, work, etc. A Steward shall be informed of the intent of the meeting prior to the meeting and present at the time the Record of Discussion Discipline Form or Written Warning Notice Form is issued to the employee.

This notice shall include the issue/reason which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of the employee's record for use against the employee at any time. An employee may at any time examine his/her record by making suitable arrangements with the Human Resource Manager.

Discipline will be issued within thirty (30) days of the incident occurring, except in extenuating circumstances.

#### **24.2 Reinstatement**

An employee who has been unjustly suspended or discharged shall be immediately reinstated in his/her former position with all rights and benefits enjoyed prior to such suspension or discharge.

#### **24.3 Limitation on Use of Record**

The record of an employee shall not be used against the employee at any time after twenty four (24) months following an expression of dissatisfaction or a suspension or disciplinary action resulting there from.

#### **24.4 Union Representation**

An employee shall have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor

intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

A Steward or local Union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 25 - HOURS OF WORK**

### ***25.1 Normal Hours of Work***

Full-time employees normal hours of work shall average forty (40) hours a week and eight (8) hour shifts. Full-time office employees shall average thirty-seven and one-half (37.5) hours a week and seven and one-half (7.5) hour days. Normal hours of work for fulltime employees shall commence at 8:00 am Monday to Friday. Schedules shall be posted 14 days in advance.

### ***25.2 Exceptions to Normal Hours of Work***

Notwithstanding Article 25.1, the normal hours of work will deviate in some divisions. Exceptions to the normal hours of work will be determined departmentally based on the needs of the work area.

### ***25.3 Rest Periods***

All employees shall be permitted one fifteen (15) minute rest period to be taken during each half of a daily shift. Fifteen (15) minutes means inclusive of travel time.

An employee working less than full-time hours shall be entitled to one (1) rest break for each continuous four (4) hour period worked in a day. Rest breaks are to be taken at a time and place considered convenient by the Division Manager or designate, but preferably at the job site.

### ***25.4 Posting Work Schedules***

Work schedules for shift employees shall be posted no later than fourteen (14) calendar days in advance.

Deviation from normal work schedules for all employees shall be only by mutual agreement with the employees affected. If there is not mutual agreement with the employee, the employee will work the scheduled day or days off and receive overtime pay at the rate of double (2) times the regular rate of pay for all hours worked.

### ***25.5 Reporting Pay Guarantee***

An employee reporting for work on a scheduled shift shall be paid no less than three (3) hours at the employee's regular rate. Permanent Part-Time and Casual employees who are scheduled to attend an in service or meeting, the employee will be given the option of being paid for time at the in service or meeting and going home or staying for the remainder of the three (3) hour shift performing duties as assigned.

## **ARTICLE 26 – OVERTIME**

### **26.1 Overtime Pay**

All hours worked in excess of eight (8) hours per day, shall be paid at the rate of two times the regular rate of pay. All hours worked in excess of forty (40) hours per week shall be paid at the rate of two times the regular rate of pay.

However, employees covered by Schedule "A" shall be paid the overtime rates as provided for in this Agreement for work in excess of seven and one-half (7 1/2) hours per day and thirty seven and half (37 1/2) hours per week.

Overtime shall be paid after eight (8) hours of work, and seven and one-half (7 1/2) hours as outlined above, unless there is mutual agreement to work modified hours or ten (10) hour shifts.

Employees may opt to accumulate overtime hours to be taken as time off in lieu of payment of overtime at a time mutually agreed upon by the employee and the Employer. Time off in lieu is commonly referred to by both parties as banked time. Employees requesting to be paid from accumulated time in lieu hours shall be paid same on the next pay day; the request must be made by the Friday prior to the next pay day.

Employees shall be allowed to accumulate a maximum of sixty-four (64) hours of banked time.

Time off agreed upon may be cancelled in the event of an unforeseen emergency and rescheduled at a mutually agreed upon later date.

Employees shall be awarded overtime on the basis of seniority in each job classification and then division. Overtime calculations shall be based on each completed period of fifteen (15) minutes.

### **26.2 Overtime for Hours Worked on Days off**

Employees required to work their scheduled day or days off shall receive double time the regular rate of pay for all hours worked on such day or days off.

### **26.3 Call Back**

An employee who is called back to work after having completed the regular work schedule and having left the Employer's premises shall be paid at the rate of pay of two times the regular rate of pay for all hours worked, however, each employee who is called back to work shall receive a minimum of two hours pay at the rate of pay of two times the regular rate of pay.

Notwithstanding the above, should an employee receive an additional call out during the original call out time period of two hours, that employee shall not receive an additional call out payment, however shall be paid overtime for any additional hours worked.

## **ARTICLE 27—PREMIUM PAY AND ALLOWANCES**

### ***27.1 Dirty Work Bonus***

Whenever employees are engaged in the repair and/or maintenance of pavement, crack filling, manhole cleaning, water main repair, any tasks where contact with raw sewage is probable, Hydrovac, interments, exhumations and when attending plugged sewers, repair and maintenance of landfill and wastewater equipment and when Water Treatment Plant employees working at the Waste Water Treatment Plant are doing dirty work, they shall receive a dirty work bonus of one dollar (\$1.00) per hour in addition to their regular rate of pay for the period of time required to perform such maintenance work.

### ***27.2 Shift Premium***

Wage rates shall be increased by one dollar seventy-five cents (\$1.75) per hour when Permanent Full-Time employees, who are, as a part of their work day, required to work between the hours of 4:00 p.m. and 8:00 a.m. This premium shall apply to Water Treatment Plant and Waste Water Treatment Plant employees, and all permanent full time employees in the Leisure Services Division. This section does not apply to those employees working an eight (8) hour shift commencing at 8:00 a.m.

Other than those positions identified, permanent full time employees shall only earn shift premium when the majority of their shift falls within 4:00 p.m. and 8:00 a.m. When management requires an employee to work between the hours of 4:00 p.m. and 8:00 a.m., shift premiums shall be paid on every hour that falls outside of their normal shift.

Shift premium shall not be paid on overtime or double time. Part time, summer students and casual staff shall not be eligible for shift premiums.

### ***27.3 On Call Pay***

When an employee is advised that he/she is "on call", that is, immediately available by telephone radio or paging device, he/she shall be paid in accordance with the following schedule:

Monday to Friday inclusive or regularly scheduled work days for shift workers: \$20 per day  
Saturday, Sunday or Holidays listed in Article 9 or regularly scheduled days off for shift workers: 4 hours pay per day

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with Article 26.1 Overtime Pay, of this Agreement.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On call duty shall be equally divided among the employees who are qualified to perform the work.

Employee "On Call" shall lose his/her on call pay if he/she fails to answer his/her phone. Employee shall not be entitled to "On Call" pay when he/she is using sick/vacation/bank time for his/her regular shift.

**27.4 Meal Allowance while Working Overtime**

Employees required by the Division Manager to work ten (10) or more consecutive hours on any day or during their regularly scheduled meal break shall receive \$20.00 dollars per occurrence. Any employee required to work on a scheduled day off will receive \$20.00 after six (6) hours of work. Each employee shall be responsible for obtaining his own meal during that time.

**27.5 Short Shifting**

Employees are entitled to a period of eight consecutive hours of rest in any 24 hours. All hours worked exceeding regular hours in a 24 hour period shall be paid at overtime rates as per Article 26.1. Short Shifting premium will not be paid if the employee requests a change to their shift.

**27.6 Charge Hand Rate**

Charge Hand rate shall apply across all departments when an employee is supervising three (3) or more employees. The Charge Hand rate shall be an additional 3% over the employee's current rate. The senior employee in an area shall receive the Charge Hand rate provided the employee has sufficient skill, ability and availability to directly supervise the work crew.

**27.7 Designated Guard**

The most senior qualified guard will be appointed designated guard and will receive 3% above the applicable hourly rate of the employee. For training purposes, junior staff may be appointed as Designated Guard.

**27.8 Allowances**

The following allowance shall be paid to Lifeguard Instructors: Bathing suit allowance of \$30.00/160 hours worked

The city shall pay for CSA approved work boots or safety glasses to permanent full-time and permanent part-time employees two hundred and fifty (\$250.00) every two (2) years with receipts. Notwithstanding the above the city shall pay the following allowances for CSA approved work boots or safety glasses for those employees working in Water/Sewer, Waste Water Treatment Plant, Roads and Drainage, Maintenance and Arena Techs two hundred and fifty (\$250.00) per year with receipts. Work Boot allowance for new permanent employees shall only be paid after successful completion of one (1) year of service.

The city shall pay a tool allowance of \$300.00 per year to all Journeyman and Maintenance mechanic who supply their own tools and coveralls/work clothing upon proof of receipt.

Employees required to work in water, mud, oil or asphalt shall be supplied with rubber boots and such other garments and protective devices as the City may consider necessary, and in addition, any employee required to enter sewer mains shall be supplied with gas masks.

The city shall supply all safety equipment required by the city and/or by the Saskatchewan Employment Act, Part 3.

## **ARTICLE 28 - WAGES AND CLASSIFICATIONS, QUALIFICATIONS AND DUTIES**

### ***28.1 Rates of Pay***

Rates of pay shall be those set out in Schedules "A" to "C" inclusive hereto.

### ***28.2 Pay Periods***

Every employee shall be paid every two weeks.

### ***28.3 Pay Statement***

The Employer shall provide on each pay day, to each employee, an itemized statement identifying clearly each pay factor and related amount including the pay period, normal hours worked, hours worked at each overtime or premium rate, public holidays, vacation, sick and leave pay and gross pay, total deduction and net pay, in a sealed envelope or private email. The Employer will notify the employee in writing within a reasonable time period if a document submitted by the employee for the purpose of receiving pay, such as a time slip, is amended or changed.

### ***28.4 Effective Date - Full time Employees***

Employees shall be entitled to their pay rate provided that where the date of employment or of promotion or transfer to a position where the work is not similar, the rate shall be effective from the date of promotion or transfer and anniversary dates thereof.

### ***28.5 Voluntary Demotions***

When, for any reason, a salaried employee voluntarily takes a demotion, his/her increment date shall not be changed. His/her rate of pay shall be adjusted as follows:

- (a) Whenever his/her rate prior to demotion is above the maximum established for the class into which the employee is taking demotion, it shall be reduced to the maximum for the new class.
- (b) Whenever his/her rate prior to demotion is within the range of pay established for the class into which the employee is taking demotion, it shall remain the same until his/her normal increment date and then be increased to the next higher step in the range.

### ***28.6 Involuntary Demotions- Rate of Pay***

Whenever an employee is given an involuntary demotion, his/her rate of pay shall be reduced to the rate of pay established for the class into which the employee is demoted.

### 28.7 *In Case of Leave*

When a salaried employee returns to the service after leave of absence without pay exceeding thirty (30) days, his/her increment shall, except as further provided below, be deferred by the length of such excess. Where the excess is greater than the length of time normally required to entitle the employee to his/her next increment, the deferral shall not exceed the length of time.

## **ARTICLE 29 – LONG SERVICE RETENTION BONUS**

The Employer shall pay a Long-Service Retention Bonus to all active permanent full-time employees on their first regular pay day after their anniversary date as follows:

- \$250.00 upon completion of five (5) years continuous service.
- \$500.00 upon completion of ten (10) years of continuous service.
- \$750.00 upon completion of fifteen (15) years of continuous service.
- \$1,000.00 upon completion of twenty (20) years of continuous service.
- \$1250 upon completion of twenty-five (25) years of continuous service.

Employees shall not receive bonus payments between the anniversary dates as outlined above.

In the event an employee is granted leave of absence without pay (excluding absences for maternity, parental and adoption leave or long-term disability) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Long Service Pay, such pay shall be prorated on the basis of one-twelfth (1/12) for each calendar month during that year.

## **ARTICLE 30- TRAINING, CERTIFICATES AND LICENCES**

### 30.1 *Employee Training*

1. When required by the Employer, a leave of absence with pay shall be granted to employees to attend special schools for operation and maintenance of machinery and plants the Employer may be operating at the time. Should the special school or course fall on an employee's day(s) off, the employee may be granted another day off with pay, such day off with pay to be mutually agreed upon by the employee and the appropriate Division Manager. Time off with pay shall be granted to an employee to write exams relevant to the employee's position with the City. Time off without pay shall be granted for an employee to write exams relevant to the employee's occupation but not to the employee's present position with the City. The Employer shall pay, when applicable, one time only the cost of all academic or technical courses which the Employer requires for an employee's existing position only, including course fees and books.
2. Reimbursement for Certificates and Licenses
  - a) The City shall reimburse permanent full-time and aquatics employees for all certificates and licenses that employees are required to have. This shall include reimbursement for re-certification and re-licensing. The Union and the City shall develop comprehensive list that identifies all required certificates and licenses.
  - b) The City shall reimburse employees who successfully complete a driving test that results in an upgrade to their driver's license for the purpose of operating City vehicles or equipment.

- c) All employees required to operate City vehicles or equipment shall be reimbursed by the City for any medical examination, including eye examinations, which may be required by Saskatchewan Government Insurance.
- d) In the event the City should introduce new methods or machinery which will require improved or special skills, than are possessed by employees under the present operation, the City shall provide period of three (3) months' time, under proper instruction, during which the employees concerned may acquire the skills necessitated by the new methods of operation. The Manager of the Division shall inform the Union when he/she feels that the special training, as a result of new methods and machinery, is advisable and practicable.
- e) When training opportunities are made available in a division, the employer will post said training opportunity in the workplace for 10 calendar days. Any employee who is interested in taking the training shall sign his/her name on the posting. The principle of divisional seniority shall be followed with respect to the training that is offered.

All training will be paid at straight time.

- f) Notwithstanding the above employees who have accepted such training will not have the opportunity to refuse future assignments to a higher paid position related to the training received when assigned by the employer.
- g) In cases of promotions requiring higher certification, the employer shall give consideration to employees who do not hold the required certificate. Such employees may be given an opportunity to qualify within ninety (90) calendar days and to revert to the employee's former position if the required certificate is not obtained within such time.

### **ARTICLE 31 - RESIGNATION**

All employees who wish to resign shall provide a minimum of two weeks written notice to their immediate Supervisor in advance, where possible, of their intention to do so.

### **ARTICLE 32 – CASUAL EMPLOYEES**

Casual employees shall not work more than twenty-four (24) hours per week.

Casual employees who are not available for three (3) shifts shall be moved to the bottom of Seniority list.

Casuals who are not available for five (5) shifts in a row shall have their employment terminated.

### **ARTICLE 33 - TERM OF AGREEMENT**

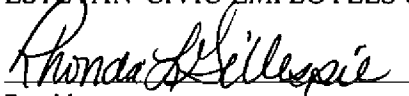
This Agreement shall come into effect on the first (1<sup>st</sup>) day of January, 2023, except as specified, and shall remain in force and effect until the thirty-first (31<sup>st</sup>) day of December, 2025 and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days not more than one hundred twenty (120) days prior to the thirty-first (31<sup>st</sup>) day of December, 2025.

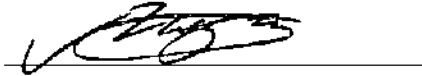
Where notice has been given pursuant to above paragraph all provisions of this Agreement except its term shall continue in force until altered in the process of collective bargaining.

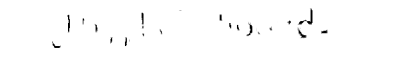
Schedules "A to "C" inclusive and Letters of Understanding #1, #2 and #3 as hereunto annexed, shall form a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 3<sup>rd</sup> day of FEBRUARY A.D., 2023.

CUPE LOCAL 726  
ESTEVAN CIVIC EMPLOYEES UNION

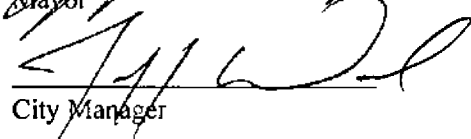
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Canadian Union of Public Employees Representative

CITY OF ESTEVAN

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Manager

## **SCHEDULES**

**Classifications, Incentive Pay, Wages and Letters of Understanding:**

**Schedule "A" - Office - 37 1/2 hours per week Classifications**

**Schedule "B" - Class 1A License Incentive Pay**

**Schedule "C" - Wages (Group I, Group II, & Group III)**

**Letters of Understanding 1, 2, 3**

**SCHEDULE "A"**

**OFFICE 37 1/2 HOUR WEEK CLASSIFICATIONS**

**Administrative Assistant/Cemetery Coordinator**

**Information Desk Clerk**

**Estevan Fire Rescue Clerk**

**Account Clerk**

**Engineering Technologists**

**Building Official**

SCHEDULE "B"

CLASS 1A LICENSE BONUS PAY BY CLASSIFICATION

Permanent employees under the following classifications shall be paid an additional **\$0.50** per hour for **Class 1A License**:

- Heavy Truck Driver
- Heavy Equipment Operator
- Water & Wastewater Maintenance Person
- Water & Wastewater Treatment Maintenance Person
- Roads & Drainage Foreperson
- Water & Wastewater Foreperson
- Wastewater Treatment Operators
- Hybrid Wastewater Treatment Operators

**SCHEDULE "C"**

**WAGES**

Employees, who are currently paid at a rate above the grid, will be red circled until their wage catches up to the grid.

<b>BAND</b>	<b>JOB CLASSES</b>	<b>2023 2%</b>	<b>2024 2%</b>	<b>2025 2.25%</b>
<b>Group I</b>				
<b>1</b>	Casual Labourer	21.61	22.05	22.54
<b>1</b>	Meter Reader	21.61	22.05	22.54
<b>2</b>		23.74	24.21	24.75
<b>3</b>	Custodial Technician	25.93	26.45	27.04
<b>3</b>	Parks Labourer	25.93	26.45	27.04
<b>3</b>	Roads & Drainage Labourer	25.93	26.45	27.04
<b>3</b>	Water & Sewer Labourer	25.93	26.45	27.04
<b>3</b>	Summer Student (WTP & Engineering)	25.93	26.45	27.04
<b>4</b>	Arena Technician Level 1	29.96	30.56	31.24
	Arena Technician Level 2	30.50	31.11	31.81
<b>4</b>	Heavy Truck Driver	29.96	30.56	31.24
<b>5</b>	Heavy Equipment Operator	31.88	32.51	33.24
<b>5</b>	Maintenance Mechanic	31.88	32.51	33.24
<b>5</b>	Maintenance Technician Inc Level 1	31.88	32.51	33.24
	Maintenance Technician Level 2	32.93	33.58	34.34
<b>5</b>	Marketing & Tourism Assistant	31.88	32.51	33.24
<b>6</b>	Account Clerk	32.69	33.34	34.10
<b>6</b>	Administrative Assistant/Cemetery Coordinator	32.69	33.34	34.10
<b>6</b>	Fire & Rescue Clerk	32.69	33.34	34.10
<b>6</b>	Information Desk Clerk	32.69	33.34	34.10
<b>7</b>	Water & Wastewater Maintenance Inc Level 1	33.73	34.41	35.18
	Water & Wastewater Maintenance Level 2	34.78	35.48	36.28
<b>7</b>	W/WW Treatment Plant Maintenance Person Level 1	33.73	34.41	35.18
	W/WW Treatment Plant Maintenance Person Level 2	35.85	36.57	37.39
<b>8</b>	Journeyman Carpenter	35.36	36.07	36.88
<b>8</b>	Parks Foreperson	35.36	36.07	36.88
<b>9</b>	Roads & Drainage Foreperson	37.98	38.74	39.62
<b>10</b>	Building Official Level 1	40.52	41.34	42.27
	Building Official Level 2	41.60	42.43	43.38
	Building Official Level 3	42.66	43.51	44.49
<b>10</b>	Engineering Technologist	40.52	41.34	42.27
<b>10</b>	Journeyman Mechanic	40.52	41.34	42.27
<b>10</b>	Maintenance Foreperson	40.52	41.34	42.27
<b>11</b>	Water & Wastewater Foreperson	41.17	41.99	42.94
<b>12</b>	Electrician	45.92	46.84	47.89
<b>13</b>	Journeyman Mechanic Fleet Foreperson	46.92	47.86	48.94

<b>BAND</b>	<b>JOB CLASSES</b>	<b>2023 2%</b>	<b>2024 2%</b>	<b>2025 2.25%</b>
<b>GROUP II</b>				
<b>1</b>	Summer Student (NEW) Parks/PW	17.15	17.49	17.88
<b>2</b>	Parks Summer Student -2nd yr	18.51	18.88	19.31
<b>2</b>	Playpark Leader	18.51	18.88	19.31
<b>2</b>	Roads & Drainage Summer Student -2nd yr	18.51	18.88	19.31
<b>2</b>	Water/Wastewater Student -2nd yr	18.51	18.88	19.31
<b>3</b>	Information Centre Cashier	19.37	19.76	20.20
<b>3</b>	Visitor Information Centre Cashier	19.37	19.76	20.20
<b>4</b>	Summer Program Coordinator	21.61	22.05	22.54
<b>BAND</b>	<b>JOB CLASSES</b>	<b>2023 2%</b>	<b>2024 2%</b>	<b>2025 2.25%</b>
<b>GROUP III</b>				
<b>WW0</b>	Wastewater Treatment Plant Operator - 0	32.46	33.11	33.85
<b>WW1</b>	Wastewater Treatment Plant Operator - 1	34.53	35.22	36.01
<b>WW2</b>	Wastewater Treatment Plant Operator - 2	36.44	37.17	38.01
<b>WW3</b>	Wastewater Treatment Plant Operator - 3	38.37	39.14	40.02
<b>WW4</b>	*Wastewater Treatment Plant Operator - 4	40.29	41.10	42.02
<b>W0</b>	Water Treatment Plant Operator - 0	33.24	33.91	34.67
<b>W1</b>	Water Treatment Plant Operator - 1	35.20	35.90	36.71
<b>W2</b>	Water Treatment Plant Operator - 2	37.16	37.90	38.75
<b>W3</b>	Water Treatment Plant Operator - 3	39.11	39.89	40.79
<b>W4</b>	Water Treatment Plant Operator - 4	41.07	41.89	42.83
<b>HYBRID UF</b>	HYBRID W4 + WW2	42.73	43.58	44.56
<b>HYBRID OP 1</b>	HYBRID W4 + WW3	44.97	45.87	46.90
<b>HYBRID OP 2</b>	*HYBRID WW4 + WW4	47.22	48.16	49.24
<b>FOOD/BEVERAGE</b>	<b>JOB CLASSES</b>	<b>2023 2%</b>	<b>2024 2%</b>	<b>2025 2.25%</b>
<b>1</b>	Food & Beverage Server (CASUAL)	15.39	15.70	16.05
<b>2</b>	Food & Beverage Server (PERMANENT)	15.92	16.24	16.61
<b>AQUATICS</b>	<b>JOB CLASSES</b>	<b>2023 2%</b>	<b>2024 2%</b>	<b>2025 2.25%</b>
<b>1</b>	Lifesaver	15.66	15.97	16.33
<b>2</b>	Lifeguard (CASUAL)	17.15	17.49	17.88
<b>3</b>	Lifeguard Instructor (CASUAL)	18.59	18.97	19.39
<b>4</b>	Lifeguard Instructor (PERMANENT PART TIME)	23.84	24.31	24.86
<b>5</b>	Lifeguard (Full Time)	27.09	27.63	28.25
<b>6</b>	Lifeguard Instructor (Full Time)	28.36	28.92	29.57

Notes: WW4 \*Wastewater Treatment Plant Operator - 4 & Hybrid Operator 2 (PENDING UPGRADE)

**LETTER OF UNDERSTANDING No. 1**

**Between**

**THE CITY OF ESTEVAN**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 726**

**Re: Article 33 – Casual Employees**

The following language shall replace the current provisions of Article 33 of the collective agreement until renegotiated by the parties.

The parties agree to implement the following on a trial basis effective January 1, 2023:

Casual employees shall be responsible for providing their availability on a bi-monthly or quarterly basis based on operational needs and notifying their manager of any availability increases or emergent changes as to their availability at least 7 days prior to the schedule being posted. Availability for each period must include some availability for evenings, weekends and major events.

Casual employees shall not be scheduled for more than twenty-four (24) hours per week before moving down to the next casual employee on the seniority list. In the case that no other casual employee, with less than twenty-four (24) scheduled hours, is interested in the available shift, then the casual employees who have bid on available shifts may be awarded up to forty (40) hours per week.

Casual employees work schedules shall be posted fourteen (14) days in advance. Additional hours that become available during the posted fourteen (14) day period will be offered to employees based on seniority and their availability.

If no one bids on a shift or identifies they are available, or if a shift becomes available on short notice of less than forty-eight (48) hours the manager or designate shall contact employees by seniority to fill these shifts.

Unless written authorization is obtained in advance of the posted schedule, Casual employees who are not available to be scheduled and do not work at least twenty four (24) hours in any 4 week period or for five (5) shifts in a row on five (5) different days shall have their employment

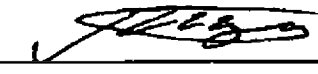
terminated.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties, and shall expire at the end of the term, unless either party provides sixty (60) calendar days notice to renegotiate, extend or incorporate the above in place of Article 33.

Dated at Estevan, Saskatchewan this 15 day of December, 2022.

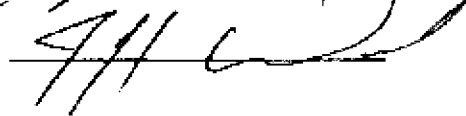
CUPE LOCAL 726

Per: 

Per: 

CITY OF ESTEVAN

Per: 

Per: 

**LETTER OF UNDERSTANDING No. 2**

**Between**

**THE CITY OF ESTEVAN**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 726**

**Re: Custodian Technician, Arena Technician and Casual Labourers**

Effective January 1, 2023 the parties agree that the Custodian Technicians, Arena Technicians and Casual Labourers at the arena will be scheduled with a one-half (1/2) hour paid meal break.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties, and shall expire at the end of the term, unless either party provides sixty (60) calendar days notice to renegotiate, extend this letter of understanding.

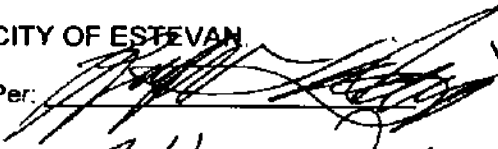
Dated at Estevan, Saskatchewan this 12 day of January, 2023.

CUPE LOCAL 726

Per: 

Per: 

CITY OF ESTEVAN

Per: 

Per: 

**LETTER OF UNDERSTANDING #3**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 726**  
**AND**  
**CITY OF ESTEVAN**

**RE: Program Facilitator Position**

The parties agree that the Temporary Program Facilitator position will be extended for a three (3) month period ending March 31, 2023, to provide the opportunity for the employer to further assess the viability of this position. Furthermore, it is agreed that the Program Facilitator position will be temporarily assigned to Group III Aquatics Band 7 of the wage schedule. The wage will be \$30.02 per hour.

Nothing in the letter of understanding shall be construed as altering the existing rights and/or obligations of either party under the provisions of the collective bargaining agreement except as specified.

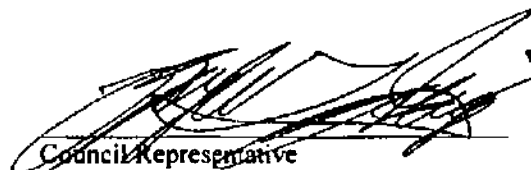
This letter understanding becomes effective from December 30, 2022 as agreed by the parties during bargaining. This letter of understanding shall expire on March 31, 2023.

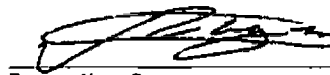
Signed this 16<sup>th</sup> day of January, 2023.

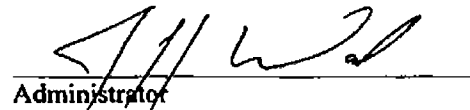
On behalf of Canadian Union of  
Public Employees, Local 726

On behalf of City of Estevan

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Council Representative

  
\_\_\_\_\_  
Recording Secretary  
Vice President

  
\_\_\_\_\_  
Administrator