



Collective Agreement

between

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

and

**THE MUNICIPAL CORPORATION OF THE
VILLAGE OF DENARE BEACH**

APRIL 1, 2023 – MARCH 31, 2026

Table of Contents

ARTICLE 1 – PREAMBLE.....	1
ARTICLE 2 – INTERPRETATION	1
ARTICLE 3 – SCOPE	3
ARTICLE 4 – RECOGNITION	3
ARTICLE 5 -- NO DISCRIMINATION OR HARASSMEN "	4
ARTICLE 6 -- UNION SECURITY & CHECK-OFF OF UNION DUES	4
ARTICLE 7 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES.....	5
ARTICLE 8 – CORRESPONDENCE	5
ARTICLE 9 -- WORKING CONDITIONS	5
ARTICLE 10 – HOURS OF WORK & OVERTIME	6
ARTICLE 11 – RATES OF PAY.....	8
ARTICLE 12 – DISCHARGE AND DISCIPLINE	10
ARTICLE 13 – SENIORITY	13
ARTICLE 14 – LABOUR MANAGEMENT COMMITTEE.....	14
ARTICLE 15 – REDUCTION & RESTORATION OF FORCES	14
ARTICLE 16 – VACATION WITH PAY (APPLICABLE TO PART 1 ONLY).....	15
ARTICLE 17 -- SAFETY CLOTHING AND FOOTWEAR ALLOWANCE.....	16
ARTICLE 18 – BENEFIT PLANS (APPLICABLE ONLY TO FULL-TIME EMPLOYEES).....	16
ARTICLE 19 – SICK LEAVE/BEREAVEMENT LEAVE.....	17
ARTICLE 20 – LEAVES OF ABSENCE	18
ARTICLE 21 – STRIKES AND LOCKOUTS.....	20
ARTICLE 22 – MISCELLANEOUS PROVISIONS.....	20
ARTICLE 23 – GRIEVANCE PROCEDURE	21
ARTICLE 24 – ARBITRATION	22
ARTICLE 25 – MANAGEMENT RIGHTS	23
ARTICLE 26 – ROTATE WORKING ON WEEKENDS	24
ARTICLE 27 – DURATION OF AGREEMENT.....	24
ARTICLE 28 – WAGE RE-OPENER	25
SCHEDULE 'A' – WAGES	25
SIGNING PAGE.....	26

THIS AGREEMENT ENTERED INTO THIS 5th DAY OF October, 2023.

BETWEEN: THE MUNICIPAL CORPORATION OF THE
VILLAGE OF DENARE BEACH

In the Province of Saskatchewan

Hereinafter referred to as the "Village"

OF THE FIRST PART,

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 228

Hereinafter referred to as the "Union"

OF THE SECOND PART.

ARTICLE 1 – PREAMBLE

In becoming parties to this Collective Agreement, the signatories recognize their mutual interest in the operation of the Village 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 Village 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.

ARTICLE 2 – INTERPRETATION

- 2.01 Administrator – means the duly appointed Executive Director of the Village of Denare Beach.
- 2.02 Bargaining Unit – means the members of CUPE Local 228 Village of Denare Beach.
- 2.03 Basic Rate of Pay – shall mean the employee's hourly rate of pay based on their current pay step within their Classification.

- 2.04 Call-out – shall be defined as **being called back to work after their normal** scheduled hours of work.
- 2.05 Casual Employee – shall mean an **employee who works occasionally, usually on a call-in basis.**
- 2.06 Employee – shall mean a person **assigned to a position** falling within the scope of this Collective Agreement.
- 2.07 Employer – shall mean the "Village of Denare Beach".
- 2.08 Interpretations in this Collective Agreement unless otherwise required by the context, **all words in the singular shall include the plural and all words in the plural shall include the singular.**
- 2.09 In interpreting this Collective Agreement or any provisions thereof, it is agreed that **the fundamental consideration shall be the harmonious relationship which must prevail between the Village and its employees rather than strict legal interpretations or definitions, always keeping in mind that the Village Council is operating a non-profit organization with public funds.**
- 2.10 Members – means members of CUPE Local 228 Village of Denare Beach.
- 2.11 Mutual Agreement – means agreed to by both the Village of Denare Beach and CUPE Local 228.
- 2.12 Overtime – means work performed by an employee in excess of their regularly scheduled hours of work, with **the prior approval of the Employer.**
- 2.13 Parties – means the Village of Denare Beach and CUPE Local 228 Village of Denare Beach.
- 2.14 Permanent Employee – shall mean a **full-time employee who is filling a permanent position and who has successfully completed the required probationary period.**
- 2.15 Probationary Employee – A probationary employee is a **newly hired full-time employee who has not completed the probationary requirements.**
- 2.16 Union – shall mean the Canadian Union of Public Employees Local 228, Village of Denare Beach.
- 2.17 Union Officer – shall mean a Union Steward or the Unit Chairperson.

ARTICLE 3 – SCOPE

This Collective Agreement shall cover all of the employees employed by the Village of Denare Beach in the Province of Saskatchewan except the Village Administrator, Village Foreman, Student positions, Seasonal/Casual positions except for classifications listed in the Bargaining Unit.

The following classifications in the Bargaining Unit that are covered by this Collective Agreement shall include full-time and casual positions listed below:

Recreation Director
Administrative Assistant I
Administrative Assistant II
Utility Supervisor
Public Works
Clerk
Assistant Administrator

ARTICLE 4 – RECOGNITION

4.01 In accordance with the "Certification" granted the Union, under the date of April 10, 1995, the Village 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 Bargaining Unit employees of the Village. The duly appointed Bargaining Committee of the Union is recognized by the Village as the bargaining agent on behalf of the Union.

4.02 Bargaining Committee

The Union Bargaining Committee shall be comprised of not more than two (2) members who shall be Village of Denare Beach employees. The Village Bargaining Committee shall be comprised of not more than two (2) members.

4.03 Representatives

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 5 – NO DISCRIMINATION OR HARASSMENT

The Employer and the Union agree that there will be no discrimination or harassment with respect to any employee by reason of age, race, or perceived race creed, colour, ancestry, or place of origin, nationality, religion, political affiliation or activity, sexual orientation, gender, sex, marital or family status, place of residence, receipt of public assistance, disability (subject to bona fide occupational requirements), physical size or weight, nor by reason of their membership or activity in the Union.

The Employer and the Union recognize the right of employees to work in an environment free of harassment in accordance with *The Saskatchewan Employment Act (SEA)*, *The Occupational Health and Safety Act, 1993* and free from discrimination in accordance with *The Human Rights Code* and Regulations.

ARTICLE 6 – UNION SECURITY & CHECK-OFF OF UNION DUES

6.01 Union Membership

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

6.02 Union Deductions

- a) The Employer shall deduct from all employees who are members of the Union, upon written request of the employee and the Union, any monthly dues, initiation fees, or assessments levied in accordance with the Union Constitution and Bylaws. Such monies shall be made payable to and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of each month, accompanied by a list of all names of all employees from and on behalf of whom such deductions have been made.
- b) The Union shall give the Employer thirty (30) days' notice of any change in monthly dues, initiation fees, or assessments levied in accordance with the Constitution and Bylaws.

- c) The Rand Formula method shall apply for the deduction of dues however, any employee hired by the Village of Denare Beach will not have dues deducted for the first part of the first month of employment.

ARTICLE 7 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

The Village agrees to inform new employees with the fact that a Union Agreement is in effect and after hiring, a new employee shall be provided with a copy of the Collective Agreement and provide the name and contact information for the Local president.

ARTICLE 8 – CORRESPONDENCE

All correspondence between the parties hereto arising out of this Collective Agreement or incidental thereto shall pass to and from the Village Administrator and the designate Secretary of the Local Union.

ARTICLE 9 – WORKING CONDITIONS

- 9.01 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 Village and the Union.
- 9.02 A meeting of the parties to review the job description will be convened within a two (2) month period following the signing of the Collective Agreement.
- 9.03 Contracting Out

The Village agrees no employee shall be laid off, have their hours reduced or be reclassified in the manner in which their earnings are decreased as the result of the Village contracting out. The Village agrees to consult with the Union prior to making any final decision to contract out work presently being performed by Village employees within the scope of this Agreement, except in the case of emergency, or restricted timelines.

- 9.04 Labour Management Committee

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, Village Administrator, and two (2) councillors from the Village of Denare Beach at least twice a year to discuss matters of mutual concern.

9.05 Contact Information

The Employer will provide to the Local Union a list of all the employees in the Bargaining Unit. The list will include each person's name, job title/classification, home mailing address and home telephone number.

The list will also indicate the employee's work site and employment status (such as full-time, part time and casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

9.06 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

9.07 Work Site Access

Upon written notification, the representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks, whether paid or unpaid.

9.08 Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- a) a completed Union dues remittance form, supplied by the Union, and
- b) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, casual), classification/job title, regular earnings, hours worked and dues deducted.

ARTICLE 10 – HOURS OF WORK & OVERTIME

10.01 Regularly Scheduled Hours

The supervisor will schedule each employee's hours such that the regular hours of work for all classifications will be Monday to Friday between the hours of 7:00 a.m. and 3:30 p.m. or 8:00 a.m. and 4:30 p.m. excluding the Recreation Director.

The employee shall be paid on an hourly basis, dependent upon actual hours of work per day. However, in the event an employee works more than eight (8) hours per day or forty (40) hours per week, any such time over eight (8) hours per day or forty (40) hours per week shall be considered overtime hours.

All authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime hours and shall be paid for at the rate of one and one-half (1½) times the regular rate of pay.

Employees shall work such hours that are in Article 10.01; however, the Employer and employees may mutually agree to vary start and finish times.

- 10.02 a) Overtime rates of double time and one-half (2½) shall be paid for all hours worked on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, second Monday in June, Canada Day, first Monday in August, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and such other days as may be proclaimed by the Federal, Provincial or Municipal Governments.
- b) An employee will be paid at the rate of one and one-half (1½) their regular rate of pay in addition to their regular rate of pay for all hours worked on the days mentioned in Article 10.02 a).
- c) It is understood that double time and one-half (2½) referred to in a) and b) above includes the eight (8) hours' straight time referred to in Article 10.03.

10.03 Eight (8) hours' straight time will be paid to all employees who do not work on New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, second Monday in June, Canada Day, first Monday in August, Labour Day, **National Day for Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, **Boxing Day**, and such other days as may be proclaimed by the Federal, Provincial or Municipal Governments.

In addition, one (1) floating holiday shall be allotted per year per employee. Such floater would not interfere with operations.

- 10.04 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.

10.05 If an employee has left their place of work and is called in for overtime work, they shall receive pay at overtime rates for the full time so worked and they shall receive pay for a minimum of four (4) hours. The employee shall be given twenty-four (24) hours' notice

unless an emergency arises. 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. Pre-arranged overtime to be paid out at straight overtime.

- 10.06 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.
- 10.07 Should any Statutory Holiday fall on an employee's regular scheduled day off, they shall be paid eight (8) hours' straight time for that day, and in addition they may choose to take an additional day off without pay. The employee shall notify the Village Administrator in writing not less than five (5) working days prior to such holiday and they shall designate the day they chooses to take off, which shall be not more than thirty (30) days subsequent to the relative holiday unless extended by mutual agreement.
- 10.08 Employees shall be allowed to bank overtime to a maximum of eighty (80) hours and/or have the option of paying out. The employee shall have the option of taking appropriate time off in lieu of overtime payment. **This payment will be based on the wage rate in which the employee earned it.** The scheduling of such time off is subject to mutual agreement.

ARTICLE 11 – RATES OF PAY

- 11.01 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 6:00 p.m. and 6:00 a.m.
- 11.02 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.
- 11.03 A regular shift for street sanding, commencing at 6:00 a.m., shall be paid a graveyard shift differential for the first two (2) hours worked.
- 11.04 The wage rates for the period of this Agreement shall be as set out in Schedule "A" – Wages of this Agreement which Schedule becomes part of this Agreement.

- 11.05 a) The senior qualified employee shall be paid an additional five dollars (\$5.00) per hour for each hour worked when requested by the Employer to relieve in a supervisory capacity for short-term absences of less than six (6) weeks, or when a return to work date is known. (i.e. vacation coverage, casual illness, bereavement leave, etc.)
- b) During long-term absences of more than six (6) weeks, the employee shall receive the actual rate for the higher paid position.
- 11.06 Persons on call shall receive a standby allowance of **twenty-five dollars (\$25.00)** per day from Monday to Friday. Persons on call shall receive a standby allowance of **fifty dollars (\$50.00)** on Saturday and Sunday.
- 11.07 Each employee working on the sewer and water system holding a full, complete and certified Level I Water Treatment, Water Distribution, Wastewater Treatment and Wastewater Collection Certificate shall be paid fifty cents (\$0.50) per hour in addition to the hourly rate stated in Schedule "A" – Wages for the Utility Supervisor for all hours excluding vacation. It is understood that this rate will commence on the date of the Certificate issued by the Operator Certification Board.

The employee working on the sewer and water system holding a full and complete and certified Level I and Level II and Level III Water Treatment, Water Distribution, Wastewater Treatment and Wastewater Collection Certificate shall be paid at the agreed to rates below per hour for each of the four (4) components held, to the level required by the Operating License of the plants only, in addition to the rate stated above.

	Water Treatment	Distribution	Wastewater Treatment	Collection
Level I	\$0.20	\$0.20	\$0.20	\$0.20
Level II	\$0.40	\$0.40	\$0.40	\$0.40
Level III	\$0.40	\$0.40	\$0.40	\$0.40

11.08 Employees shall receive long service pay as follows:

- forty cents (\$0.40) per hour after six (6) years of calendar service
- sixty-five cents (\$0.65) per hour after ten (10) years of calendar service
- **seventy-five cents (\$0.75) per hour after fifteen (15) 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.

11.09 Any employee working in excess of ten (10) consecutive hours in any one (1) day shall be paid **thirty dollars (\$30.00)** per day in lieu of a hot meal.

11.10 Wellness Program

The Employer will provide free gym memberships to all Bargaining Unit members at the Recreation Complex.

11.11 Northern Allowance

The Basic Northern Allowance for all employees shall be based on the amount stipulated by the Canada Revenue Agency.

11.12 Cell Phones

The Employer shall provide an option to permanent full-time employees and the Recreation Director who choose to carry their own phones for the amount of \$50.00 a month.

If public works employees opt not to use their personal cell phone, one will be provided for them by the Employer.

With approval from the Employer, Public works will have the Village cell phone replaced if damaged or lost.

Public works will have their personal cell phone replaced if damaged or lost to the amount of \$200.00, receipts shall be provided.

One (1) protective phone case will be reimbursed upon receipt per carrier contract to the Public Works and Recreation Director employees.

ARTICLE 12 – DISCHARGE AND DISCIPLINE

12.01 Disciplinary Process

a) Non-Disciplinary Verbal Warnings

The Employer recognizes that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. 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, the Village agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory. The Village and the Union recognize that any disciplinary measure shall be imposed only for valid reasons.

The Village and Union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning(s)
- Written warning(s)
- Progressive Suspension
- Termination

c) Presence of a Union Representative

In cases where the Village considers an employee's conduct to warrant disciplinary action (dismissal, suspension, verbal or written reprimand), no step shall be taken other than in the presence of a Union representative, unless the member has waived their right to Union representation. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

d) 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 Village.

When an employee is non-verbally reprimanded, suspended or dismissed, the Village 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.

Provided there has been no further discipline, documentation of disciplinary action shall be removed from the employee's file.

After one (1) year, written reprimands shall be reviewed and may be removed at that time.

- within two (2) years of the initial discipline for written reprimands
- within three (3) years of the initial discipline for suspensions

e) Workplace Conflict

The Village and the Union acknowledge a shared responsibility to:

- prevent harassment and/or violence
- promote a safe, abuse-free working environment
- uphold the philosophy of zero tolerance of harassment and/or violence

f) Attempt to Resolve

If an employee believes that a workplace conflict could escalate to harassment or violence, the employee should approach the opposing party in an attempt to resolve.

If there has been no resolution, or if the employee does not feel able to approach the other party directly, that employee or the Union should approach the Employer and attempt to resolve the matter between the parties.

If the matter has no satisfactory resolution, the Union should file a formal complaint documenting the event(s), complete with time, date, location, names of witnesses and details for each event.

Upon receipt of any verbal or written formal harassment complaint, the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Village must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation.

- 12.02 a) 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. Their reply to any such document shall also be placed in 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 their own expense.

- b) 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 care and further, the Administrator must be present when an employee is reviewing their file.

ARTICLE 13 – SENIORITY

- 13.01 Seniority shall be established on the basis of continuous full-time service with the Village subject to the following:

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 of less than six (6) months.

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 within 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 within three (3) working days to be considered job abandonment unless justification can be demonstrated
- 13.02 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, length of continuous service shall govern.
- b) A seniority list of all employees covered by the Collective Agreement will be posted on the bulletin boards and such seniority list shall be kept up to date.

- 13.03 Not less than seven (7) days prior to filling any staff vacancy covered by the terms of this Agreement, the Village 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 therefore. 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 Village 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 their ability and qualifications are sufficient to perform the duties required for the position to be filled. The successful applicant will be placed on probation for a period up to ninety (90) days if necessary. Conditional on satisfactory service, such trial promotion shall become permanent after said probationary 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 Village service rather than Departmental service.

New employees will serve a probationary period of ninety (90) days. **The probationary period may be extended upon mutual agreement between the Employer and the Union.**

ARTICLE 14 – LABOUR MANAGEMENT COMMITTEE

- 14.01 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 Village of Denare Beach employees), whose duties it shall be to meet with the General Foreman and Village Administrator at least once a month to discuss matters of mutual concern.
- 14.02 A Benefit Committee shall be established consisting of three (3) members appointed by the Village and three (3) members from the Union who shall be The Northern Village of Denare Beach employees. It shall be the duty of the Benefit 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 Village 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 15 – REDUCTION & RESTORATION OF FORCES

- 15.01 Whenever a reduction of force or a reduction of hours is necessary, the Village will give a minimum of thirty (30) days' notice to full-time employees or a minimum of thirty (30)

days' pay in lieu of such notice, and to temporary and/or part-time employees a minimum of (10) days' notice or a minimum of 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. The Employer agrees that where the above is less than the provisions in *The Saskatchewan Employment Act*, *The Saskatchewan Employment Act* shall apply.

- 15.02 In cases of curtailment of operations, lay-off procedure will be determined in consultation with the Union.
- 15.03 Employees laid off shall keep the Village 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 Village 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 16 – VACATION WITH PAY (APPLICABLE TO PART 1 ONLY)

16.01 The following table shows the vacation periods that may be earned on a service basis:

Years of Service	Amount of Vacation
1 to 3 years	3 weeks
4 to 14 years	4 weeks
15 to 19 years	5 weeks
20 years and over	6 weeks

Permanent employees will be given three (3) weeks' special vacation to be taken once every three (3) years and paid at the employee's regular rate or employees have the option to be paid out. Part-time employees special vacation shall be pro-rated based on their hours.

Preference in choice of vacation dates shall be determined by seniority with the Village. The Village retains the right to determine the maximum number of employees to be absent at any 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.

16.02 Vacation with pay granted to all employees each year will be taken each year, unless other arrangements are authorized.

16.03 For an annual holiday, the employee shall be paid at the wage rate they are on when their vacation commences.

16.04 Vacations will be pro-rated to January 1.

ARTICLE 17 – SAFETY CLOTHING AND FOOTWEAR ALLOWANCE

17.01 All public services employees **upon completion of the probationary period** shall receive a clothing and footwear allowance of two (2) pairs of coveralls and one (1) pair of approved work boots per annum to a maximum of **three hundred and fifty dollars (\$350.00)**, no receipt required. In addition, the Village agrees to provide any specialty clothing PPE or footwear required by the employee(s) to carry out their duties, i.e. rubber boots, hip waders, etc.

17.02 The parties agree that should an employee be required by the Employer to take courses for the nature of their job, the Employer will pay all costs of such course with no such loss of pay and benefits after satisfactory completion of the said course and any other relevant new courses employees may need to perform their job requirements. (Confined Spaces) (OH&S) (WWTP) (WD, WWC).

ARTICLE 18 – BENEFIT PLANS (APPLICABLE ONLY TO FULL-TIME EMPLOYEES)

18.01 The Village will provide the following Benefit Plans to employees with one-half (½) cost of same paid by the Village and one-half (½) paid by the employee, except as where otherwise noted, namely Municipal Employees Superannuation Plan will be integrated with the Canada Pension Plan as per legislation.

18.02 The parties agree to an implementation of a Benefits Plan through ENCON. The full premium (100%) shall be paid by the Employer.

The Employer agrees to pay employees up to two hundred and fifty dollars (\$250.00) for eyeglasses or laser eye surgery every two (2) years, when receipts are provided.

The Employer agrees to pay employees up to **two hundred and seventy-five dollars (\$275.00)** for eyeglasses or laser eye surgery every two (2) years when receipts are provided.

A Group Benefits Plan will operate as follows:

Benefit	Premium
a) Life Insurance	100% Employer
b) Accidental Death & Dismemberment	100% Employer
c) Dependent Life	100% Employer
d) Extended Health Care	100% Employer
e) Dental Care	100% Employer
f) Short-Term Disability	100% Employee

ARTICLE 19 – SICK LEAVE/BEREAVEMENT LEAVE

19.01 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*.

19.02 Amount of Sick Leave

Sick leave shall accumulate at the rate of one-and-quarter (1¼) days per month for all employees.

19.03 Deduction from Sick Leave

In any one year when an employee has not had sick leave or only a portion thereof, they shall be entitled to an accrual of all the unused portion of sick leave for their future benefits, as defined in Article 19.01 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 they have accumulated income protection credits (sick days), with the provision that:
 - (i) If the employee chooses a doctor, dentist or chiropractor outside of their community, the employee will be granted necessary time off without pay.
- 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 two (2) 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.

- c) Employees shall be allowed to use up to five (5) days 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.

19.04 Proof of Illness

The Employer may request a Doctor's certificate after two (2) sick days. The employee shall produce a duly signed medical certificate to the effect that they were unable to perform their duties due to illness or injury. For any abuse or provisions for sick leave, any employee may be suspended or disciplined subject to the grievance procedure.

- 19.05 The Employer and Union agree to establish a light duty/modified work program which is designed to assist employees return to meaningful work with minimal risk to their rehabilitation. The parties agree to use a medical professional for consultation purposes as required. The employee first must qualify for sick leave or Workers' Compensation before being eligible for the program. The employee will be involved in placement discussions and all reasonable efforts will be made to meet the employee's needs, both medically and personally. This provision will apply to a maximum of ninety (90) calendar days in any twelve (12) consecutive months.

19.06 Immunizations

Any immunizations that employees are required for work as well as immunizations for influenzas and COVID-19 shall be covered at no time loss or expenses to the employee.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 Bereavement Leave

- a) A bereavement leave of **absence** of five (5) consecutive working days including the day of the funeral **or celebration of life or memorial** will be granted to an employee upon a death in their or their spouse's immediate family in order to arrange for and attend the funeral. An employee may request additional time off without pay.

However, if the funeral **or celebration of life or memorial** is more than three hundred (300) kilometers (180 miles) from Denare Beach, 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, they shall be paid their regular 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), common law spouse (as defined by Canada Revenue Agency), 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 with pay 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.

20.02 Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request with two (2) weeks' notice to the village Administrator to employees elected or appointed to represent the Union at union conventions, insofar as such leave of absence does not interfere with the regular operation of any department. Such leave will not be granted to more than one (1) employee at any one time.

20.03 Maternity, Paternity and/or Adoption Leave

The above-mentioned leaves shall be as per the provincial legislation regarding such, however, the employee on the above leave shall continue to accrue seniority for the full leave and shall be entitled to return to their former position upon return. The leave may be extended upon request if circumstances warrant.

20.04 General Leave

- a) The Village of Denare Beach shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Village Administrator.
- b) Application for leave of absence shall be made in writing to the Village Administrator stating full particulars, including length of intended leave of absence and reason, except in the case of leave of absence of less than two (2) days, in which case oral application may be made and approval received from the Administrator. In the event of a dispute, the employee can appeal to the

Village Administrator, failing satisfaction then to the Administration Committee. Failing this, the grievance procedure shall apply.

- c) 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.

ARTICLE 21 – STRIKES AND LOCKOUTS

- 21.01 The Village will not institute a lockout for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 21.02 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 strike or any other kind of interference or any stoppage, total or partial, of any of the Village's operations for any cause whatsoever during the term of this Agreement or while a new Agreement is being negotiated.
- 21.03 The Union agrees to cooperate fully with the Village in the enforcement of this Article.

ARTICLE 22 – MISCELLANEOUS PROVISIONS

- 22.01 The Village 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.
- 22.02 All employees eligible to receive Workers' Compensation and Employment Insurance will be so covered.
- 22.03 There will be no Union activity on Village 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 operation of the services.
- 22.04 Village time spent by Union Stewards 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.

- 22.05 When an employee is called to give blood for a transfusion after commencing their shift, they will not suffer any loss of pay for that shift.
- 22.06 It is agreed that Village bulletin boards may be used for Union notices, but it is understood that no political or non-union contentious matters will be posted.
- 22.07 Copies of new Agreement shall be issued within thirty (30) days of signing.
- 22.08 Members who have been promoted out of the Bargaining Unit may keep up their Union dues if they so wish.
- 22.09 Two (2) fifteen-minute rest periods will be allowed each employee per shift at the discretion of the supervisor.
- 22.10 Bargaining Unit employees will suffer no loss of pay while on jury duty or if they have been subpoenaed. Proof of attendance is to be provided by the Sheriff.
- 22.11 Employees will be paid fifty cents (\$0.50) per kilometer if asked to use their own vehicle to run errands for Village purposes.

ARTICLE 23 – GRIEVANCE PROCEDURE

- 23.01 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 a 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 Village 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 Village 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.

- 23.02 **By mutual consent, the parties may agree to use the services of a mediator prior to the grievance being referred to arbitration. The parties agree to share the costs of the mediator.**
- 23.03 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.
- 23.04 If it should be found inexpedient to carry out promptly the clauses of this Article due to the absence of a Village Official from the vicinity, a substitute may be appointed by the Village with full power to effect settlement of grievances, or the step of grievance procedure in which said official is concerned may be eliminated from the procedure.
- 23.05 Time limits pertaining to Article 23 may be waived by mutual written agreement of the parties hereto.

ARTICLE 24 – ARBITRATION

- 24.01 In the event that the Village and the Union are 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 Village, 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.

- 24.02 The Arbitration Board shall proceed with all dispatch to hear and determine the difference, dispute or grievance.
- 24.03 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 dispose of any discharge or discipline grievance by any arrangement which, in its opinion, it deems just and equitable.
- 24.04 The arbiters, in giving their decision shall state whether it is to have retroactive effect and from what date it shall take effect.
- 24.05 The Union party to this Agreement and the Village hereby accept responsibility for their share of the cost of arbitration proceedings each on an equal basis.

ARTICLE 25 – MANAGEMENT RIGHTS

- 25.01 The Union agrees that it is the exclusive function of the Village:
- 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 26 – ROTATE WORKING ON WEEKENDS

- 26.01 The public works and utility employees of the Northern Village of Denare Beach will rotate working weekends, four (4) hours per shift. Work schedules to indicate usual utility checks and regular work as required, i.e. maintenance of equipment, water connections/disconnections and sanding.
- 26.02 The Utility Operator scheduled to work a given weekend shall cover utility checks and sanding if necessary for statutory holidays following the weekend worked. In this event, the Utility Operator would be paid according to the Union Collective Agreement.
- 26.03 It is further agreed and understood, if and when any of the above-noted employees wish to take holidays which includes 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.
- 26.04 It is also agreed and understood that no overtime shall be incurred due to the rotate working weekends. A typical two (2) week working schedule will be:

- Monday to Friday 8:00 a.m. to 4:30 p.m.

OR

- Monday to Thursday 8:00 a.m. to 4:30 p.m.
Saturday 8:00 a.m. to 12:00 noon
Sunday 8:00 a.m. to 12:00 noon

(for a total of eighty (80) hours in a two (2) week period)

If the Utility Operator chooses to bank the time rather than take the day off, the time will be banked at regular time.

ARTICLE 27 – DURATION OF AGREEMENT

This Agreement shall be effective as of April 1, **2023**, and shall continue in force and effect until March 31, **2026**, and the parties hereto will meet for the purpose of discussing the renewal of, amendment of, or the negotiation of a new Collective Agreement.

- a) For all employees covered by this Collective Agreement it shall be deemed to have come into effect on April 1, **2023**, and shall continue in force and effect until March 31, **2026**, and shall continue in force thereafter for another one-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 twenty (120) days prior to the expiration date.

- 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 within fourteen (14) days of the delivery of such notice. 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 Village 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 28 – WAGE RE-OPENER

Notwithstanding the provisions of Article 28 above, this Agreement may be opened for the negotiation of the Schedule of Wages as contained in Schedule "A" in the event of an increase in funding for operations to the Employer, either party intending to enter such negotiations of wages shall be required to serve the other party with not less than fourteen (14) days' written notice of intent to negotiate.

It is understood and agreed that in such event all other provisions of this Agreement shall remain in full force and effect. Any negotiated wage increase pursuant to Schedule "A" shall not exceed the amount of funding increase received.

The parties agree to a general salary increase for all positions and classifications in the Bargaining Unit, retroactive to April 1, 2023, based on the highest salary of the Bargaining Unit a monetary equivalent of the following:

SCHEDULE 'A' – WAGES

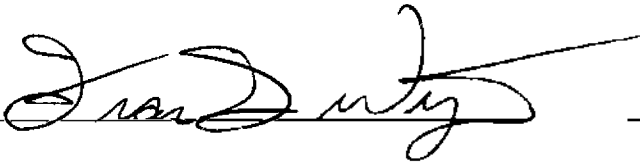
Classification	April 1, 2023	April 1, 2024	April 1,2025
	0.85	0.80	0.80
Utility Supervisor	\$36.11	\$36.91	\$37.71
Public Works	\$32.25	\$33.05	\$33.85
Clerk	\$27.29	\$28.09	\$28.89
Recreation Director	\$28.29	\$29.09	\$29.89
Administrative Assistant I	\$28.29	\$29.09	\$29.89
Assistant Administrator	\$32.25	\$33.05	\$33.85

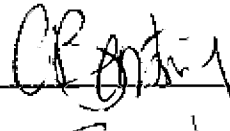
SIGNING PAGE

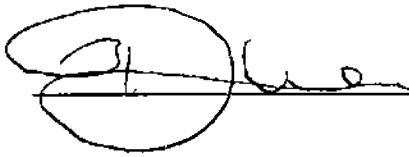
Dated this 5th day of October, 2023.

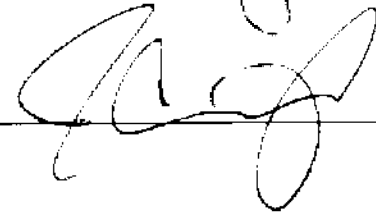
**ON BEHALF OF THE
VILLAGE OF DENARE BEACH**

**ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 228-03**











[https://cupe.sharepoint.com/sites/saskatchewanstaff/shared documents/locals/228-03 village of denare beach/collective agreements/2023-2026/collective agreement l228-03 2023-04_01 to 2026-03-31.docx](https://cupe.sharepoint.com/sites/saskatchewanstaff/shared%20documents/locals/228-03%20village%20of%20denare%20beach/collective%20agreements/2023-2026/collective%20agreement%20228-03%202023-04_01%20to%202026-03-31.docx)
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