



# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF NIPAWIN**

**AND**

**CANADIAN UNION  
OF PUBLIC EMPLOYEES  
LOCAL 777-01**

**January 1, 2024 to December 31, 2026**

## TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – TERM OF AGREEMENT .....	1
ARTICLE 2 – SCOPE.....	2
ARTICLE 3 – DEFINITIONS.....	2
ARTICLE 4 – RECOGNITION .....	4
ARTICLE 5 – MAINTENANCE OF MEMBERSHIP AND DUES CHECK-OFF.....	4
ARTICLE 7 – NO DISCRIMINATION .....	5
ARTICLE 8 – OCCUPATIONAL HEALTH & SAFETY .....	5
ARTICLE 9 – CORRESPONDENCE .....	6
ARTICLE 10 – MANAGEMENT RIGHTS.....	6
ARTICLE 11 – LABOUR-MANAGEMENT.....	6
ARTICLE 12 – VACANCIES AND NEW POSITIONS (Numbering of this section has changed).....	8
ARTICLE 13 – SENIORITY & PROBATION .....	10
ARTICLE 14 – DAYS AND HOURS OF WORK .....	12
ARTICLE 15 – OVERTIME .....	15
ARTICLE 16 – SICK LEAVE PROVISIONS .....	16
ARTICLE 17 – VACATIONS .....	17
ARTICLE 18 – STATUTORY AND SPECIAL HOLIDAYS.....	19
ARTICLE 19 – LAY-OFF AND RECALL PROCEDURE .....	20
ARTICLE 20 – LEAVE OF ABSENCE .....	20
ARTICLE 21 – SALARY AND WAGES.....	22
ARTICLE 23 – DISCIPLINE.....	25
ARTICLE 24 – GRIEVANCE PROCEDURE.....	27
ARTICLE 25 – GENERAL CONDITIONS.....	29
ARTICLE 26 – GROUP BENEFITS .....	31
ARTICLE 27 – BENEFITS ON RESIGNATION OR RETIREMENT OF EMPLOYMENT .....	32
SCHEDULE "A" – CLASSIFICATIONS, WAGE RATES & YEARLY PERCENTAGE INCREASES .....	33
APPENDIX "A" RELEASE OF UNION REPRESENTATION FORM .....	37
SIGNING PAGE.....	38

THIS AGREEMENT MADE THIS 12 DAY OF March, 2024

BETWEEN

THE CORPORATION OF THE TOWN OF NIPAWIN, THROUGH  
THE TOWN COUNCIL, hereinafter called the "**Town**"

Party of the First Part

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL UNION 777-01, (CLC., hereinafter called the "**Union**"

Party of the Second Part

### PREAMBLE

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

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

### ARTICLE 1 – TERM OF AGREEMENT

- 1.1 This Agreement shall become effective January 1, 2024, and shall continue in effect until December 31, 2026, and then from year to year, unless written notice to renegotiate a renewal or revision is given, by either party, not more than one-hundred and twenty (120) days and no less than sixty (60) days prior to the expiration date of this Agreement. During the period required to negotiate a renewal or revision of this Agreement, this Agreement shall remain in full force and effect without change.
- 1.2 The party giving notice shall present its proposals in writing to the other party within thirty (30) days following such notice and no other changes shall be later introduced unless mutually agreed to by the parties. This time limit may be changed by mutual agreement between the parties.

- 1.3 This Agreement may be amended during its term by mutual agreement in writing.
- 1.4 It is agreed by both parties, that during the term of this Agreement, there shall be no strikes, lockouts, stoppages of work, slowdowns or any concerted action that affects the operation of the Town, and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 24.
- 1.5 Copies of revised Agreements will be issued by the Union to all employees within thirty (30) days of signing.

## **ARTICLE 2 – SCOPE**

- 2.1 This Agreement shall cover all of the employees employed by the Town of Nipawin, in the Province of Saskatchewan, except the Chief Administrative Officer (CAO), , **General Manager of Corporate Services, General Manager of Operations & Engineering Services, General Manager of Leisure Services, General Manager of Community Services, General Manager of Protective Services,** Finance and Human Resources Officer, **Legislative Services Officer, Utilities Supervisor, Public Works Supervisor, Landfill & Airport Supervisor, Leisure Services Supervisor,** Land Planners, Marketing and Tourism Coordinator, Program Coordinator, Bylaw Enforcement Officer/Emergency Measures Officer and Temporary Student employees.

## **ARTICLE 3 – DEFINITIONS**

### **3.1 Parties to the Agreement**

- Employer means the Town of Nipawin
- Town means the Corporation of the Town of Nipawin
- Union means the Town of Nipawin Civic Employee's Union, CUPE Local 777-01

### **3.2 Employee Classifications**

**"Permanent Employee"** shall be defined as an employee holding a position which is recognized as a permanent position who has passed their probationary period as per Article 13.

**"Temporary Employee"** shall be defined as an employee holding a position of limited duration with no fixed end date.

A permanent employee appointed to a temporary position shall have all rights protected in their permanent home position and will continue to acquire and exercise seniority in that home position. They shall have the right to return to their former position once the temporary position has ended.

**"Casual Employee"** shall be defined as an employee who is hired by the Town for-casual work to augment the regular work force and who does not acquire any rights to be retained as an employee.

**"Term Employee"** shall be defined as an employee who is hired for work on a fixed term but is temporary in nature. Term employment can be extended by mutual agreement.

If a permanent employee is appointed to a term position, the employee shall have all rights protected in their permanent home position and will continue to acquire and exercise seniority in that home position. The employee shall have the right to return to their pre-term position once the term has ended.

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

### 3.3 General

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

**"Continuous service" or "continuous employment"** means consecutive days, weeks, months and/or years of employment with the Town where there has been no break in service.

- i. Any approved leave of absence with pay shall not affect continuous service.
- ii. Any approved leave of absence without pay or a temporary lay-off shall not be counted in the total continuous service.

Example: Ten (10) years' consecutive service with six (6) months' leave of absence without pay or six (6) months' seasonal lay-off = nine and one-half (9 ½) years' continuous service.

**"Employee"** means any person employed by the Town of Nipawin except those mentioned in Article 2.

**"Evergreen or Evergreen Centre"** means the Nipawin Evergreen Centre.

**General Manager** shall mean the head, or their designate, of any of the department affected by this Agreement.

**“Gross Misconduct” shall mean a serious breach of the employer's rules and can include theft, fraud, physical violence, bullying, damaging company property, health and safety breaches, incapacity in the workplace due to drugs or alcohol, and serious insubordination.**

**“Job description”** means a written summary of the duties and qualifications of a job.

**“Member”** means a member of the Canadian Union of Public Employees Local Union 777-01 who is an employee of the Town of Nipawin.

**“Overtime”** shall be defined as all time worked beyond the normal work day as stipulated in Article 14 – Days and Hours of Work.

**“Qualifications”** shall include education, training, experience and ability necessary to fulfil the job requirements.

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

#### **ARTICLE 4 – RECOGNITION**

- 4.1** Pursuant to the provisions of *The Saskatchewan Employment Act*, the Town recognizes the Canadian Union of Public Employees and its Local No. 777-01 as the sole bargaining agent for all employees covered by this Agreement, and hereby agrees to negotiate with the Union or any of its authorized committees, concerning any matters covered by this Agreement.

#### **ARTICLE 5 – MAINTENANCE OF MEMBERSHIP AND DUES CHECK-OFF**

- 5.1** Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of employment.
- 5.2** Every new employee shall, within thirty (30) days after the commencement of employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of employment.
- 5.3** Upon written authorization from the employees, the Town shall deduct any Union Dues as set out by the Union.

Deductions will be made from each payroll and forwarded to the Secretary-Treasurer of Local 777-01 no later than the fifteenth (15<sup>th</sup>) day of the month. A written statement of monthly remittances will also be forwarded to the Union.

## **ARTICLE 6 – TOWN WILL ACQUAINT NEW EMPLOYEES**

Before commencement of employment, the Town agrees to acquaint new employees with directions and obligations of the Employer with the fact that a Union Agreement is in effect and with the conditions of employment set out in this Agreement.

## **ARTICLE 7 – NO DISCRIMINATION**

- 7.1 The Employer and the Union agree that there shall be no discrimination, restriction or coercion exercised or practiced with respect to hiring or terms and conditions of employment because of any prescribed grounds prohibited under *The Saskatchewan Employment Act* or *Human Rights Legislation*; nor by reason of membership or activity in the Union.
- 7.2 The Parties recognize the principle of equal pay for work of equal value.

## **ARTICLE 8 – OCCUPATIONAL HEALTH & SAFETY**

- 8.1 The Employer and the Union agree to abide by the terms and conditions of *The Saskatchewan Employment Act*, *The Occupational Health and Safety Regulations* and the Town's Occupational Health and Safety Program.
- 8.2 An Occupational Health and Safety Committee will be established with equal representation employees from all work sites/locations/job classifications. The Committee will consist of equal numbers of Union elected and management representatives.
- 8.3 The Committee shall meet at least once quarterly or more frequently as requested by either party. Minutes shall be posted in all work sites and facilities.
- 8.4 Time spent by the employees in performance of their duties as members of the Occupational Health and Safety Committee shall be considered as time worked and payment made based on straight time earnings only.
- 8.5 The Committee shall not deal with matters which ordinarily are or become a subject for negotiations between the Town and the Union.
- 8.6 Occupational Health and Safety policies will, to the fullest possible extent, be the subject of prior dialogue with the Occupational Health and Safety Committee and/or the Union.

## **8.7 Safety**

- a. The Employer requires that any time an employee is required to enter a private residence or commercial property that two (2) employees must be present at all times while work is being performed.
- b. When, in the opinion of the **General Manager** or **Supervisor**, any employee is working in a hazardous or dangerous capacity, the employee shall be supplied with all necessary tools, safety equipment and special protective clothing and appropriate training.
- c. Upon being notified by their **General Manager** or **Supervisor** to wear/use protective clothing or safety equipment, the employee must comply. Failure to comply will result in the said employee being suspended without pay for the rest of the work day.
- d. All employees working under this Agreement, exclusive of office employees, shall be required to wear CSA approved steel-toe protective footwear on all jobs. Pool maintenance staff shall wear steel-toe boots where policy requires.

## **ARTICLE 9 – CORRESPONDENCE**

- 9.1** All correspondence between the parties shall be between the Chief Administrative Officer or other person designated by the Town and the designated President or Secretary of the Union.

## **ARTICLE 10 – MANAGEMENT RIGHTS**

- 10.1** The Union acknowledges that it is the right of the Employer to manage its operation and to direct the work force subject to the terms set out in the Collective Agreement.
- 10.2** In administering this Agreement, the Town shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

## **ARTICLE 11 – LABOUR-MANAGEMENT**

- 11.1** The Labour Management Committee shall consist of up to two (2) Union representatives and up to two (2) Employer representatives.

**11.2** The Labour Management Committee shall meet at least quarterly with the objectives of achieving an improved employee/Employer relationship and a more effective and efficient work environment.

**11.3** The Labour Management Committee shall not have jurisdiction over wages or any matter of collective bargaining. The Committee shall not supersede the activities of any committee of the Union or the Employer. The Committee shall have the power to make recommendations to the Union and the Employer.

**11.4** Union representatives on the Labour Management Committee shall maintain full pay and benefits for time spent in meetings of the Committee.

**11.5** Negotiations

a. Bargaining Committee

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

b. Representatives of Canadian Union of Public Employees

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

c. Meeting of Bargaining Committee

In the event of either Party wishing to call a meeting with the Bargaining Committee, the Chief Administrative Officer shall be notified. The said meeting shall be held at a time and place as shall be fixed by mutual agreement. However, such meetings must be held not later than thirty (30) days of such notice being given.

d. Function of Bargaining Committee

All matters pertaining to collective bargaining shall be referred to the Bargaining Committee.

e. Time Off for Meetings

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

**ARTICLE 12 – VACANCIES AND NEW POSITIONS**

**12.1 Town Will Notify Union**

When vacancies are to be filled, or new positions are created in any Department, such vacancies shall be posted for at least seven (7) days prior to a confirmed appointment being made. The bulletins shall be posted on bulletin boards at the Town Shop, Arena, Disposal Site, Evergreen Centre, Water Treatment Plant and Town Office in order that all members will know about the position and be able to make written application. Such notice shall contain the following information: nature of position, ability and skills required, knowledge and education and salary rate or salary range.

**Seasonal employees shall be notified of vacancies (including in the off season) once the employee has completed 2 seasons of employment (2080 hours).**

**The Union will be responsible for notifying seasonal workers of position postings.**

The Town shall post **position openings** internally and may post externally **at the same time** to fill the position **in a more expeditious manner**.

**12.2 Method of Making Appointments**

1. Internal Applicants

In making staff changes, provided **skills and** ability to perform the job being equal, seniority shall prevail.

2. New Hires

The successful applicant will be placed on probation for a period of six (6) months or until such time as they have performed all duties required of the position. In this regard the probation period may be extended up to an additional six (6) months.

### **12.3 Union Objections to Appointments**

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

### **12.4 Trial Period**

A trial period of six (6) months shall be served by the successful internal applicant to a permanent, term or temporary position. Conditional on satisfactory performance, the employee shall remain in the permanent, term or temporary position as applied to. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests to be returned to their former position, the employee shall be returned to their former position, wage or salary rate, without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority. A new employee hired as a result of a promotion or transfer as stated above, may have their employment with the Town ended.

### **12.5 Temporary Leave for Out-of-Scope Positions**

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

### **12.6 Out-of-Scope Positions**

An employee who is promoted to a temporary or term out-of-scope position shall be considered on trial in their new position for a period of three (3) months. During this trial period, the employee may be returned or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

### **12.7 New Positions and Reclassifications**

1. When 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 the Union shall disagree with said rate, then the same shall be negotiated between the Employer or its appointees and the Union.

2. When new positions are created or current positions reclassified, present employees who apply for such positions will be given equal consideration for on-the-job training they have acquired for that position.

#### **12.8 Disabled Employees Preference**

Any employee covered by this Agreement who has given good and faithful service to the Town and who, through advancing years, medical conditions or temporary disablement, is unable to perform any duties assigned as per their job classification in Schedule "A" shall be given any light work available which they are capable of performing satisfactorily at the salary payable at the time for the position to which they may be assigned.

#### **12.9 Job Training**

Every employee shall have the opportunity of receiving training and qualifying for promotion, in the event of a vacancy arising due to any reason. Accordingly, senior employees shall be allowed regular opportunities to learn the work of such positions. Employees so interested shall arrange to learn these additional skills by arranging with the **Supervisor** and the **General Manager**.

### **ARTICLE 13 – SENIORITY & PROBATION**

- 13.1 A new permanent employee shall be on probation for a continuous working period of six (6) months. Upon completion of probation, seniority shall be established retroactive to the date on which employee last entered the service of the Town. Probationary employees shall not have the right of access to the grievance and arbitration procedure in the event of discharge.

By mutual agreement of the Union and the Town, an extension to the probationary period may be granted. The circumstances warranting the extension, the improvements expected by the Town and the duration of the probationary extension must be communicated to the employee.

- 13.2 If a permanent employee is absent from work due to accident or illness, the employee shall continue to accumulate seniority for a maximum period of twenty-four (24) months. If an employee is absent from work because of authorized leave of absence approved by the Employer, the employee shall retain their seniority accumulated prior to the leave of absence but shall not accumulate any seniority for the period of the absence.

**13.3** Seniority shall be lost when:

- a. An employee is dismissed by the Town for just cause.
- b. An employee voluntarily leaves the service of the Town.
- c. An employee fails to report for work within seven (7) days on recall after lay-off.
- d. An employee has been continuously laid off due to lack of work for a period of ten (10) months.
- e. An employee is absent without cause in excess of three (3) working days.

**13.4** In the event of a lay-off, seasonal employees will not be allowed to bump permanent employees.

**13.5** Seasonal Employees Seniority Calculations

Seasonal employees of the Town shall be deemed to have all seniority rights under this Agreement after a total of 2080 regular hours (1950 regular hours for office employees) employment with the Town, subject to c. and d. above. Seniority shall be established from the date the employee first commenced employment with the Town. However, seniority shall not accumulate during any period of lay-off, and the employee's seniority will be equivalent to their accumulated regular hours of work without a break in seniority.

**13.6** Seniority List

The Town will maintain a seniority list showing the date upon which each employee's service commenced and the accumulated seniority of seasonal employees. On request, any officer of the Union will be supplied with a copy of a seniority list and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees.

**13.7** Casual, Term and Temporary employees shall not acquire seniority until hired into a permanent position. If there is no break in service between casual, term or temporary employment and being hired into a permanent position, seniority shall be established retroactive to the date on which the employee last entered the service of the Town.

**13.8** A casual, term or temporary employee may apply for a permanent position that remains vacant following the internal posting period outlined in Article 12.1, and if successful, shall serve a probationary period of six (6) months. Upon successful completion of such probationary period, the employee shall acquire seniority which will include their length of service as a casual, term or temporary employee.

**13.9** Part-time employees shall serve a probationary period equivalent to that of a full-time employee in terms of actual service. Upon completion of their probation, seniority shall be established retroactive to the date on which the employee last entered the service of the Town.

**ARTICLE 14 – DAYS AND HOURS OF WORK**

**14.1** Days of Work

The normal work week shall be considered to be Monday through Friday, but under extraordinary or emergency circumstances, the Town may alternate an employee's days of rest so that Saturdays and/or Sundays shall be considered to be normal working days during the time the situation exists.

**The normal work week for the Disposal site shall be considered to be Tuesday through Saturday, but under extraordinary or emergency circumstances, the Town may alternate an employee's days of rest so that Sundays and/or Mondays shall be considered to be normal working days during the time the situation exists.**

Normal work days shall be those assigned from time to time by the employee's supervisor. A day shall be the period from twelve (12) midnight to twelve (12) midnight.

**Lunch breaks are meant to be taken as a mid-shift break, and not at the end of a shift to shorten the workday.**

**14.2** Hours of Work

**1.** Office Employees

Hours of work for Office Staff shall be:  
8:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:30 p.m.

**1.1** Other Employees

Hours of work for all other employees shall be forty (40) hours per week.

Normal hours of work shall be from 7:00 a.m. to 12:00 Noon and 1:00 p.m. to 4:00 p.m. except at the **Pool @ Central Park and the Arena**. Employees may be expected to work varied hours and/or split shifts in extraordinary or emergency circumstances.

Shift differential application shall be amended accordingly to accommodate the hours of work. Shift differential shall be paid for the full shift when it begins at 4:00 a.m. or earlier.

**1.2 Disposal Site Employees**

Normal hours of work shall be from 8:30 a.m. to 5:30 p.m. with lunch breaks staggered mid-shift.

**2. Averaging of Hours**

- a. It is agreed and understood that workers in the Utility Department will be required to work Saturday and Sunday for a four (4) hour shift each day **on a rotational basis.**

Each employee working a Saturday and Sunday will receive the following Friday, Saturday and Sunday off.

**Example with two employees in rotation:**

Each worker will work one week (Saturday to Friday) of forty-four (44) hours and a second consecutive week of thirty-six (36) hours.

Week 1:        Sunday – 4 hours  
                  Monday-Thursday – 8 hours  
                  Friday/Saturday/Sunday – Off  
                  Total: 36 hours

Week 2:        Monday-Friday – 8 Hours  
                  Saturday – 4 Hours  
                  Total: 44 hours

**Example with three employees in rotation:**

Week 1:        Sunday – 4 hours  
                  Monday – Thursday – 8 hours  
                  Friday/Saturday/Sunday – Off  
                  Total: 36 hours

Week 2:        Monday – Friday – 8 hours  
                  Total: 40 hours

Week 3:        Monday – Friday – 8 hours  
                  Saturday – 4 hours  
                  Total: 44 hours

**Example with four employees in rotation:**

Week 1:        Sunday – 4 hours  
                  Monday – Thursday – 8 hours  
                  Friday/Saturday/Sunday – off  
                  Total: 36 hours

Week 2: Monday - Friday – 8 hours  
Total: 40 hours

Week 3: Monday – Friday – 8 hours  
Total: 40 hours

Week 4: Monday – Friday – 8 hours  
Saturday – 4 hours  
Total: 44 hours

The Modified Work Arrangement Agreement will be reviewed, updated and signed annually, or when staffing numbers change the rotation.

Employees affected by this arrangement shall receive an additional \$.45/hr. over and above their regular rate as stipulated in Schedule "A", Part B in lieu of losing one (1) day off per pay period.

It is understood that the additional \$.45/hr. is not considered to be shift differential and is to be applied to all hours worked by the employee throughout the year.

It is further understood and agreed that the employees shall not be eligible for shift differential as provided in **Article 21.1**.

All hours in excess of **the scheduled daily hours or eighty (80) hours in a two-week period, one hundred and twenty (120) hours in a three-week period, or one hundred and sixty (160) hours in a four-week period, depending on the rotation in effect at the time** shall be paid at the appropriate overtime rates.

- b. It is agreed and understood that workers in the Arena and curling rink may be required to work **ten (10) hour shifts**. A shift schedule will be developed.

All hours in excess of eighty (80) hours in a two-week period shall be paid at the appropriate overtime rates.

3. **Arena & Pool Workers**

Arena and Pool workers shall receive an additional .45/hr. while working in the **Leisure Services Department**. This will apply **throughout the calendar year**. Arena & Pool workers shall not be eligible for shift differential as provided in Article 21.1 of the Collective Bargaining Agreement.

4. Evergreen Janitorial and Maintenance Staff

Shall receive an additional .45/hr. while working for the Evergreen. Evergreen Janitorial and Maintenance Staff shall not be eligible for shift differential as provided in Article 21.1 of the Collective Bargaining Agreement.

**ARTICLE 15 – OVERTIME**

**15.1 Overtime Rates on Weekdays**

All time worked beyond the normal work day as stipulated in **Article 14** shall be deemed to be overtime. Where conditions necessitate overtime and where work is authorized, such overtime will be paid for at the rate of time and one-half (1 ½) the normal rate of pay for the first two (2) hours of overtime worked and two times (2x) the normal rate of pay for overtime worked thereafter.

Overtime shall be offered with equitable consideration of seniority, ability and skill to carry out the tasks, minimizing disruption of work, efficient work task handoffs and providing opportunity for junior staff to work overtime.

**15.2 Overtime, Days Off and Statutory Holidays**

Any employee who is required to work on a statutory holiday shall be paid at the rate of time and one-half (1 ½) their regular rate of pay for the first two (2) hours worked and two times (2x) their regular rate of pay thereafter, in addition to a day's pay at their regular rate. Any employee who is required to work on their regularly assigned days of rest shall be paid for such work at the rate of time and one-half (1 ½) for the first two (2) hours and two times (2x) their regular rate thereafter, except when a request is made by the Employer and agreed to by the employee, to make up time lost previously during the week.

**15.3 Minimum Callback Time**

Every employee who is called **back to work after** their normal working hours, shall be paid for a minimum of two (2) hours double time. Any employee subject to this Agreement who is requested by the **General Manager/Supervisor** to stand by on their regular days off or statutory or special holidays, shall be paid double **regular time** for a minimum of two (2) hours per day.

**15.4 Notification of Overtime Work**

The Employer agrees that, where possible, employees will be notified twenty-four (24) hours in advance (except in the case of emergency as decided by the Town) of any overtime that may be required to be worked.

## 15.5 Banked Time Option

A total of up to one (1) week of banked time, using the employee's regular weekly hours, in lieu of overtime worked [calculated at overtime rates in accordance with Article 15.1 and Article 15.2] shall be permitted within one calendar year. Use of this banked time must be authorized in advance by the employee's **General Manager**. All banked time worked must be submitted to the **Corporate Services** Department, who shall tabulate and track all banked time accumulation and usage.

**Unused banked time will be paid out at the end of the year.**

It remains the responsibility of the employee to utilize accumulated banked time in accordance with this policy.

## ARTICLE 16 – SICK LEAVE PROVISIONS

### a. Sick Leave Defined

Sick leave means the period an employee is permitted to be absent from work with full pay as provided for by clauses e. i., ii. and iii. by virtue of being sick or disabled or attending medical appointments.

### b. Proof of Illness

1. While the Town reserves the right to request medical documentation, absences of three (3) consecutive work days or more will automatically require medical documentation prior to the employee's return to work certifying that the employee was unable to carry out the duties of their position due to illness or injury. **Failure to communicate with the employee's immediate supervisor daily and/or to provide medical documentation may be subject to disciplinary action or be considered as the employee's resignation.**
2. Any employee who becomes incapacitated for work through illness or injury, shall promptly notify their immediate supervisor to this effect. While off work due to illness or injury, it is the responsibility of the employee to notify their immediate supervisor of any change in their medical condition. The supervisor must also be notified of the employee's intended return to work as early as possible to permit staffing arrangements.

### c. Amount of Sick Leave

Sick leave for all employees (except casual **employees**) shall be cumulative at the rate of one and one-quarter (1 ¼) working days for each month worked from the time of

commencement with a maximum of one-hundred and twenty (120) days. An employee's sick leave shall accumulate at the rate specified at any time when the total standing to their credit is less than one-hundred and twenty (120) days.

d. Illness in the Family

In case of illness of an immediate member of the family of an employee where no one, other than the employee, can provide for their needs, the employee shall be entitled, after notifying their supervisor, to use a maximum of five (5) accumulated sick days per year for this purpose.

e. Benefits

Sick leave shall be available to employees after three (3) months employment, but shall be cumulative from the time of commencement. During the period of benefit, the Town shall meet the deficiency between payments received from either Group Insurance in force, or Workers' Compensation Insurance and the employee's regular salary or wage, **to be paid out of the employee's accumulated sick time**, subject to the following conditions:

- i. Payment of deficiency from the first day of accident covered by Workers' Compensation.
- ii. Payment of deficiency from date of insurance benefit in case of other accident.
- iii. Payment of deficiency from date of insurance benefit in case of sickness.

f. Compulsory Quarantine

Salary for time lost due to compulsory quarantine shall be paid to employees when certified by a Medical Health Officer, and is chargeable to sick leave.

g. Mental Health Days

In recognition of the importance of mental health, each employee shall be entitled, after notifying their supervisor, to use a maximum of three (3) accumulated sick days per year for the maintenance of mental health.

## **ARTICLE 17 – VACATIONS**

### **17.1 Length of Vacations**

Permanent and term employees shall accrue vacations as follows:

- Four (4) weeks after four (4) years' service
- Five (5) weeks after ten (10) years' service
- Six (6) weeks after twenty (20) years' service

## 17.2 Statutory Holidays During Vacation

If a statutory holiday or provincially, federally or municipally declared holiday falls or is observed during an employee's vacation period, the employee will be granted additional vacation for each holiday in addition to their regular vacation time.

## 17.3 Preference in Vacations

All employees shall, whenever conveniently possible, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the Town and the employee. Preference in choice of vacation dates shall be in a rotation format with the first choice going to the most senior person in one year, and then the said senior person will receive last choice the following year.

Vacations shall be arranged between employees and the **General Manager** on or before April 1 of each year. Subject to the operational needs of the Department, vacations shall be arranged as far as possible to suit the convenience of the employee in accordance with seniority.

Employees and the **General Manager** should negotiate when annual vacation will be taken. If no agreement is reached, the Employer will schedule the employee's annual vacation by giving the employee a written notice of at least four (4) weeks before the employee's vacation must begin.

## 17.4 Vacation Accrual and Carryover

- i. All employees may utilize vacation time in advance of earning it with the understanding that, upon termination of employment, the value of any unearned vacation credits taken will be reimbursed to the Employer. Employees may utilize in advance of vacation entitlement only the amount of vacation which would be earned to December 31 of the current calendar year. Prior to using unearned vacation time, permission must first be obtained from the employee's supervisor and the **GM of the Department** or the Chief Administrative Officer.
- ii. Employees may carry over five (5) days of vacation time at the end of each year.
- iii. All new employees may use vacation time as it is earned and may carry over vacation days **accrued in their first year of employment.**

## **17.5 Vacation Pay**

- i. Casual, Temporary and Seasonal employees shall be paid their vacation time on each bi-weekly pay cheque.
- ii. Term employees shall have the option to accumulate vacation or to be paid out on each bi-weekly pay cheque.

Employees wishing to defer a portion of their vacation beyond the above noted carryover of **five (5) days** must apply in writing to the Chief Administrative Officer for approval prior to October 30 in each calendar year. Approval in this matter remains the sole discretion of the Chief Administrative Officer.

**All other unused vacation time will be paid out at the end of each calendar year.**

## **ARTICLE 18 – STATUTORY AND SPECIAL HOLIDAYS**

All employees shall have the following statutory and special holidays off with pay at their regular rate of pay:

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

One-half (½) day on December 24 when it falls on a regularly scheduled work day and any other day proclaimed by Federal, Provincial or Municipal Governments.

One (1) day floating holiday to be taken at a date mutually agreed upon by employee and Employer.

When a statutory or special holiday falls on any employee's day or days of rest, the employee shall be granted an additional day off.

## **ARTICLE 19 – LAY-OFF AND RECALL PROCEDURE**

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

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

### **19.2** Reporting Back After Lay-Off

Employees laid off due to reduction in staff and who fail to report for work within seven (7) days after being notified by Registered Mail to do so, shall be considered out of the service of the Town and forfeit all seniority rights, unless such employees fail to report through sickness, or any other just cause agreed upon by the Town and the Union.

### **19.3** No Loss in Seniority During Lay-Off

Where a former employee is re-employed within ten (10) months, they shall be credited with previous service in connection with vacations and other benefits based on length of service.

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

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.1** For Union Business

The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent. The Union shall provide reasonable notice whenever possible and permission shall not be unreasonably withheld.

### **20.2** Union Conventions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Chief Administrative Officer, to employees elected or appointed to represent the Union at Union conventions in so far as the operation of the Department will permit. Such leave will not be granted to more than two (2) employees at any one time.

### **20.3 Compassionate Leave**

1. An employee shall be granted up to five (5) regularly scheduled work days, without loss of pay or benefits, in the case of death or serious illness of the employee's mother, father, spouse, common-law spouse, former guardian, fiancé, brother, sister, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild.
2. An employee shall be granted up to three (3) regularly scheduled work days, without loss of pay or benefits, in the case of death or serious illness of the employee's grandparent, grandparent-in-law, great-grandparent, brother-in-law, sister-in-law, niece or nephew, aunt or uncle.
3. An employee attending a funeral as a mourner, or as an active pallbearer or delivering a eulogy, shall be granted up to one-half (½) day compassionate leave with pay.
4. In recognition of the fact that circumstances which call for compassionate leave are based on individual circumstances, the Town, on request, may grant additional compassionate leave.

### **20.4 Interpersonal Violence Leave**

*The Saskatchewan Employment Act (SEA) 2-56.1 (1) identifies who is eligible for Interpersonal Violence Leave and SEA 2-56.1 (3) identifies the purpose of the leave. As provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act*, upon request to the Employer, employees shall be entitled to a paid leave up to a maximum of five (5) days and unpaid leave up to a maximum of five (5) days per fiscal year.*

### **20.5 Jury Duty**

When an employee is subpoenaed for jury duty or as a court witness, they shall not suffer any loss of salary wages whilst so serving. Such employee shall reimburse the Town in an amount equal to any fee received for such court service excluding any fee received for out-of-pocket expenses.

### **20.6 Leave for Union Officers**

Any employee who is elected or selected for a full-time position with the Union or anyone with which the Union is affiliated, or who is elected to public office, may negotiate for leave of absence without pay but with no loss of seniority, by the Employer for a period of six (6) months. This period may be extended by the Employer at the end of the six (6) month period.

## **20.7 General Leave**

All employees who require to be absent from their duties for any purpose must have prior written approval. The Chief Administrative Officer may 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. The employee shall retain the right to appeal the Chief Administrative Officer's decision to Council. Notwithstanding the foregoing, an employee may receive verbal approval from their immediate supervisor for emergency leave. The supervisor shall report the leave granted to the Chief Administrative Officer.

## **20.8 Parental Leave**

Leaves of absence shall be in accordance with *The Saskatchewan Employment Act*.

## **20.9 Pressing Necessity**

An employee shall be granted up to three (3) days per year with pay for serious illness or accident of a member of the immediate family described in Article 20.3 above, or for a pressing necessity.

Pressing necessity shall be defined as any circumstance of a sudden or unusual occurrence that could not by the exercise of reasonable judgement have been foreseen by the employee and which is an emergent nature and requires the immediate attention of the employee.

Upon the death, serious accident or illness of a friend or a relative, other than an immediate family member, an employee may be granted up to three (3) days leave per year without pay.

It is intended that one (1) day pressing necessity be allowed for each occasion up to a maximum of three (3) occasions per year.

## **ARTICLE 21 – SALARY AND WAGES**

### **21.1 Shift Differential**

1. All permanent employees shall be paid a shift differential of \$1.00 per hour above their regular hourly rate for those portions of a shift which fall outside the normal hours of work (7:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m.), but the differential premium shall not be applied to the portion of such shift which falls within the normal hours of work. Shift premium shall not be included in calculation of overtime payable.

2. When a permanent employee is required to work a shift where three (3) or more of the hours precede 7:00 a.m., such employee shall be paid a shift differential of \$1.00 per hour above their regular hourly rate for that shift, to a maximum of eight hours. Shift premium shall not be included in calculation of overtime payable.
3. When a permanent employee is required to work a shift where a majority [four (4) hours or more] of the hours fall after 4:00 p.m., such employee shall be paid a shift differential of \$1.00 per hour above their regular hourly rate for that shift, to a maximum of eight (8) hours. Shift premium shall not be included in calculation of overtime payable.
4. All permanent employees except those employees who work on an "averaging of hours" arrangement required to work on Saturday or Sunday shall be paid shift differential of \$1.00 per hour above their regular hourly rate for such shifts, to a maximum of eight (8) hours. Shift premium shall not be included in calculation of overtime payable.
5. All hours worked outside the hours of 7:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., or on a Saturday or Sunday, at the employee's choice, are subject to the approval of the supervisor and said employee shall not qualify for shift differential for these hours.

**21.2 Long Service Increases**

After every five (5) years of employment, an employee will receive the following:

.03 x 5 years	=	.15/hour over & above wage
.03 x 10 years	=	.30/hour over & above wage
.03 x 15 years	=	.45/hour over & above wage
.03 x 20 years	=	.60/hour over & above wage
.03 x 25 years	=	.75/hour over & above wage

Continuing at .03/year for every five (5) years until the end of employment.

**ARTICLE 22 – PAYMENT OF WAGES**

a. Pay Days

The Town will pay salaries and wages on a bi-weekly basis.

b. Pay During Temporary Transfers

Any employee temporarily assigned to a more senior position shall be paid the minimum rate applicable to the more senior position after fifteen (15) working days unless the employee's current wage rate is higher than that of the more senior position, in which case the employee will receive the next highest rate in the more senior wage scale.

This shall not apply in cases of seasonal job changes, in which case the schedule shall apply.

In all Departments, when a **Supervisor** is away from work during normal working hours, a person shall be left in charge in a supervisory position at the TPHD rate of pay (for that time period). If the person left in charge who is receiving TPHD is also on standby, then they will still also receive the standby.

c. Permanent full-time employees being reclassified will move laterally on the scale shown in Schedule "A" Part B and will be paid at the same step in the new classification immediately with no further increase or rate changes when the six-month probation period has been completed. Annual step increases will be calculated from the date the employee was reclassified.

Seasonal, part-time, temporary, term and casual employees or any other person who has applied for and is successful in obtaining a full-time position, will be placed on a salary scale for the said position at a step relevant to their skills and ability to do the work. The rate of pay will not be less than the last rate of pay received from the Town, if applicable.

Seasonal employees who have attained ten (10) or more years of service with the Town and have successfully applied for and obtained a full-time position, shall be placed at Step five (5) on the scale upon recommendation of their **General Manager** for the applicable position.

d. Salary Increments

Full-time employees, including temporary or term, shall be eligible for increments annually from their date of employment, promotion or reclassification upon recommendation by their **General Manager**.

Employees who are not full-time (ie part-time, seasonal, temporary, or term) shall be eligible to receive a full increment upon recommendation of their General Manager and completion of six (6) months' service, that is:

- upon completion of 975 regular hours for Office Employees, or
- upon completion of 1,040 regular hours for Other Employees.

Additional increments as provided in the applicable pay range shall be provided consistent with the foregoing formula.

NOTE: After lay-off and prior to the next seasonal period, a seasonal employee may be called back for temporary work. The employee shall be remunerated at their last regular rate of pay, however, the hours worked during the temporary callback will not be included for service requirements.

## **ARTICLE 23 – DISCIPLINE**

### **23.1 Progressive Discipline**

Except in cases of gross misconduct, the Employer agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory. The Employer and the Union recognize that any disciplinary measure shall be imposed only for cause.

### **23.2 Notice**

In cases where the Employer considers an employee's conduct to warrant disciplinary action, no step shall be taken other than in the presence of a Union Representative, unless the member has waived their right to Union representation, in writing, using the Release of Union Representation Form created and approved by the Town of Nipawin and CUPE Local 777-01 (Appendix "A" of this Agreement). The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

The Employer shall give a minimum of four (4) hours' notice of any disciplinary meeting. Time limits may be changed by mutual agreement. This notice shall include:

- Reason for meeting
- Time, date and location of the meeting

## Meeting Content

At every disciplinary meeting, the employee will be informed of the following:

- A description of the incident(s), including evidence or the results of any investigation and the date of the incident(s);
- An explanation of why the behaviour is problematic;
- Any previous discipline for the same or related conduct;
- The expectations for performance and conduct;
- Any supports available to assist the Employee to correct the behaviour and/or conduct; and
- The consequences of failing to correct the undesired behaviour.

### **23.3 Non-Disciplinary Coaching**

The Employer encourages the concept of non-disciplinary coaching. Coaching will be given verbally and/or in writing to clarify expectations and provide guidance to assist the employee in addressing performance concerns.

### **23.4 Steps of Progressive Discipline (per same incident or same type of incident)**

- Verbal Warning (will be documented)
- Written Warning
- Suspension
- Dismissal

### **23.5 Suspension Pending Investigation**

Suspension without pay pending investigation is not considered discipline. The Employer shall make their decision regarding discipline no later than fifteen (15) business days from the date of the suspension, except as otherwise agreed between the Employer and the Union. For benefit purposes while suspended, the employee shall be treated as if on leave with pay.

### **23.6 Documents of Employee File**

A copy of any document or other information placed on an employee's file which might at any time be used as the basis for disciplinary action, shall be supplied concurrently to the employee and to the Union. Disciplinary action shall be limited to the grounds stated in the written documentation presented to the employee and the Union.

Prior to being placed in the employee's file, all documents shall be signed and dated by the employee and/or the Union representative in attendance at the meeting. Such signature shall not constitute agreement to said document.

Upon written request, the said document shall:

- be removed within one (1) year for verbal and written warnings provided there has been no further discipline of a similar nature.
- be removed within three (3) years for suspensions provided there has been no further discipline of a similar nature.

The disciplinary letter shall not be removed from the file in situations involving harassment, violence, theft or other gross misconduct.

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

#### **ARTICLE 24 – GRIEVANCE PROCEDURE**

**24.1** A grievance shall be defined as a dispute or difference between the Town and an employee or the Union regarding the interpretation, application, or administration of this Agreement.

- a. Termination grievances shall commence at Step 3.
- b. All other grievances shall commence at Step 1.

**24.2** Any grievance submitted shall specify the following:

- a. The circumstances out of which the grievance arose.
- b. The section or sections of the Collective Agreement allegedly violated.
- c. The remedy or correction required.

**24.3** A grievance must be presented within ten (10) working days after the event or circumstances giving rise to the grievance came to the attention of the employee/Union concerned.

**24.4** The Town acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of five (5) members who shall be employees of the Town. Such

committee shall be communicated to the Town. Any time spent meeting as a Grievance Committee shall not be on Employer time and shall not be paid time by the Employer.

- 24.5** Where a grievance does arise, an earnest effort shall be made to resolve differences through the following procedure:

STEP 1

The employee and their Shop Steward or Union Representative shall first seek to settle the grievance by discussion with the employee's **General Manager** within ten (10) working days of discovery of cause for complaint. The Shop Steward or Union Representative will notify the **General Manager** as soon as possible about the grievance. The employee's **General Manager** shall respond within five (5) working days of meeting with the grievor and/or representatives of the grievor's choice.

STEP 2

Failing satisfactory settlement within the time limits in Step 1, the Shop Steward or Union Representative, will submit a formal grievance in writing to the **General Manager** within five (5) working days upon receipt of the answer in Step 1. The **General Manager** shall notify the Union in writing of their decision within five (5) working days after receipt of such notice.

STEP 3

Failing agreement within the time limits in Step 2, the Shop Steward or Union Representative shall, within ten (10) days of receiving a written notice decision from Step 2, submit to the Chief Administrative Officer of the Town, a written statement of the particulars of the complaint and the redress sought. Within ten (10) business days, the Chief Administrative Officer shall arrange for a meeting with the Shop Steward or Union Representative. The employee may attend the meeting.

The Chief Administrative Officer shall notify the Union in writing of their decision within seven (7) working days after the meeting.

STEP 4

Failing agreement being reached within the time lines in Step 3, application shall be made to the Town Council within ten (10) working days of receiving a response to Step 3, stating the grievance concerned and a hearing shall be granted at the earliest available opportunity with Council following the application. Council shall notify the Union in writing of its decision within fifteen (15) working days of the hearing.

STEP 5 – ARBITRATION

1. Failing agreement being reached within the time lines at Step 4, either party shall, within ten (10) working days of receiving a response to Step 4, have the right to refer the dispute to a Board of Arbitration as per the procedure outlined in *The Saskatchewan Employment Act*.

2. Either party shall bear the expenses of its appointee to a Board of Arbitration, and the Town and the Union shall equally bear the fee and expenses of the Chairman.

### General

1. The Town shall have equal rights to grievance procedures with the Union or its members as outlined above.
2. Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to by-pass Steps 1 and 2 of this Article.
3. Replies to grievances shall be in writing at all stages.
4. Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
5. The Town will supply the necessary facilities for the grievance meetings.
6. The time limits fixed in the grievance procedure may be extended by mutual consent of the Parties to this Agreement.
7. At any stage of the Grievance Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have the access to any part of the Town's premises to view any working conditions which may be relevant to the settlement of the grievance.

### ARTICLE 25 – GENERAL CONDITIONS

#### a. Bulletin Boards

The Town will provide six (6) bulletin boards: one (1) in the Town Office, one (1) in the Arena, one (1) at the Disposal Site, one (1) in the Evergreen Centre, one (1) in the Water Treatment Plant and one (1) in the Shop, so that all employees will have access to them, and upon which the Union and the Town shall have the right to post notices of meetings and such other notices as may be of mutual concern and interest to the employees and the Town.

#### b. Uniforms and Special Clothing

The Town will provide, without charge, to all permanent employees, such uniforms as may be required by the Town, as well as paying for repairs and alternations of these uniforms. Cleaning or laundering of other uniform articles to be the responsibility of

employee. Any clothing and protective gear provided by the Town shall remain property of the Town, subject to Article 25 b. iv.

The following clothing will be supplied to:

- i. WATER WORKS PUMPHOUSES: Suitable types of outerwear such as overboots and long coats which will be left at plants for use when working with water works, to prevent contamination from street clothing.
- ii. SEWER: Four (4) sets of suitable outerwear will be available for use in sewer work.
- iii. TOWN SHOP: The Town will furnish three (3) pairs of coveralls for mechanics use while working in the Shop.
- iv. ARENA WORKERS: The Town will furnish identifying outerwear for arena workers once their probationary period ends. The said outerwear to be mutually agreed upon by the **General Manager** and the employees. When new outerwear is purchased, employees will be allowed to keep the outerwear provided by the Town. Three (3) sets of janitorial and maintenance uniforms will be provided for janitorial and maintenance staff.

c. In Lieu of Clothing and Safety Boot Allowance

All permanent employees will receive two-hundred and fifty dollars (\$250.00) per year to be paid out by February 28<sup>th</sup>.

**Office staff who are not required to wear appropriate safety footwear shall be paid the clothing allowance in the first pay period of the year as a taxable benefit.**

**All employees who are required to wear appropriate safety footwear shall be paid the clothing allowance on the first pay period of the year as a non-taxable benefit.**

d. No Contracting Out

The Town of Nipawin shall not contract out work regularly performed by the Bargaining Unit employees unless negotiated otherwise with the Union or unless Bargaining Unit employees are unavailable to perform the work due to scheduled operational needs, holidays, sickness, refusal to work and/or split shifts. In no case shall Bargaining Unit employees be laid off or lose any hours and/or pay as a result of contracting out.

e. Working Supervisors

It is agreed and understood that the Town needs to provide an efficient level of service to its ratepayers through the co-operation of all its employees. To achieve and maintain this level of service, it is the Town's policy that the out-of-scope **Supervisors** are deemed

to be "Working Supervisors". That is, they may be required from time to time, to exercise some duties which would normally be handled by a Union employee. These incidents will occur only when other employees are unavailable due to scheduled operational needs, holidays, sickness, refusal to work and/or split shifts during emergency or extraordinary circumstances. Every properly trained Union employee in the appropriate Department must be called in first, prior to the Supervisor doing the work required.

f. Mental & Physical Wellness

All full-time employees (including full-time seasonal, term, and temporary) will receive \$100.00/year to be used for any mental and/or physical activity, payable upon submission of eligible receipts.

All part-time employees will receive a pro-rated benefit at the following formula:

$$\text{Mental \& Physical Wellness Benefit} = (\text{Hours worked annually}) \text{ divided by } (2,080 \text{ hours or } 1,950 \text{ hours if Office employee}) \times \$100.00$$

g. Break Period

All employees will be permitted **one (1) fifteen (15) minute rest period** in the first half of a shift and **one fifteen (15) rest period** in the second half of a shift.

**ARTICLE 26 – GROUP BENEFITS**

It is understood that the Town is enrolled in the SUMA Group Benefit Program and that the premiums for all benefits under the program, excluding the Group Extended Health and Vision, is shared as nearly as possible on a 50/50 share basis between the Town and employee.

The distribution of the premiums shall be as follows:

Long Term Disability	100% paid by employee
Group Life Insurance	100% paid by employee
Accidental Death & Dismemberment	100% paid by Employer
Short Term Disability	100% paid by Employer
Dental Plan	Premium shared proportionately to ensure total premiums of the above benefits are shared as nearly as possible on a 50/50 basis between each employee and the Town.

The following benefit premiums are shared on a 50/50 basis between the Town and the employee:

Group Extended Health	The premium for the SUMA Group Extended Health will be shared on a 50/50 basis between the Town and the employee.
EFAP	Premiums shared on a 50/50 basis between the Town and the employee.

The following benefit premiums are paid 100% by the employee:

Vision	Premiums paid 100% by the employee
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a. Employee entitlements are as follows:

- Permanent employees are eligible for all Group Benefits.
- Permanent employees filling a term position are eligible for all Group Benefits.
- Newly hired term employees are not eligible for Group Benefits.
- Temporary and Casual employees are not eligible for Group Benefits.
- Seasonal employees are only eligible for Accidental Death and Dismemberment and Group Life benefits.

**ARTICLE 27 – BENEFITS ON RESIGNATION OR RETIREMENT OF EMPLOYMENT**

27.1 Upon leaving the service of the Town, each employee who has served fifteen (15) years or more shall be entitled to receive payment for the unused sick time allowance remaining to their credit on resignation or retirement of employment, or in the event of death before resignation or retirement of employment to be made to their beneficiary in the following manner:

After completion of **twenty (20) years** continuous service, the unused sick credits will be paid on the basis of **fifty percent (50%)** of total accumulative sick credits as of the date of the employee actually leaving the service of the Town to a maximum of **50% of sick credits**. The maximum of accumulative sick credits shall be **one-hundred twenty (120) days** and such payment shall be at the rate of the employee's average daily earnings over the last five (5) full calendar years of service as reported on the T-4 slips before resignation or retirement of employment.

27.2 **Succession Planning**

**To facilitate succession planning**, the Employer shall pay \$1,500.00 to all staff who provide a minimum of six (6) months' notification of retirement. **This payment will be**

subject to the employee qualifying for the **Municipal Employee Pension Plan** and will be payable upon retirement.

**SCHEDULE "A" – CLASSIFICATIONS, WAGE RATES & YEARLY PERCENTAGE INCREASES**

**A. CLASSIFICATIONS**

**I. Office Employees**

**Part-time, Temporary, Casual Help:** Job description determined by the Town at time of hire.

**Accounts Receivable Officer**

**Accounts Payable Officer**

**Utilities Officer**

**Administrative Assistant**

1. General clerk/accounting duties:
  - Cashier
  - balance daily receipts and cash
  - make deposits
  - maintain petty cash
  - general record keeping
  - deliver and pick-up mail
  - filing
  - answering telephone
  - data entry and maintenance of the various **municipal accounting** modules and other municipal databases
  - administration and upkeep of Social Media (Twitter, Instagram, Facebook)
  - other duties as assigned
  
2. Utility System duties:
  - maintain meter deposits
  - water and sewer billings
  - balancing and collections
  
3. Tax Roll System duties:
  - prepare tax certificates
  - update property owner information
  - administration of tax installment payment plan

4. Accounting duties:
  - basic reconciliation
  - prepare and process Accounts Payable
  - prepare invoices for Accounts Receivable
  - balance Accounts Payable & Accounts Receivable
  - prepare and maintain Payroll records (all aspects)
  - other duties as assigned

II. **Other Employees**

**Labourer and/or Seasonal:** Shall be those employees employed by the Town of Nipawin on seasonal employment, or employed year-round without any required skill(s).

**Semi-Skilled:** Shall be those permanent employees other than seasonal employees having at least two required skills such as: truck-driving – two ton or over, tractor driven mower, operating thaw equipment, operating traffic line painter, operating mobile pumps or operating the water and sewer utility systems or capable of doing general maintenance and supervision within the arena **and pool** and have the ability to operate all equipment necessary to maintain the arena ice surface **and pool water levels and chemicals.**

**Skilled:** Shall be those employees who have one or more of the following skills:

1. capable of operating with skill the water and sewer utility system and holding a valid operator's certificate for the Town's water and sewer facilities.
2. is able to operate with skill all Town equipment.
3. is able to operate all equipment required to install and maintain ice in the arenas, water filtration for the pool, and general park maintenance. The employee must be responsible for the day-to-day operation of the arenas, pool and parks facilities, including supervision and handling of minor problems. The employee must hold a valid recognized certificate as required by the Town for operation of the arena refrigeration system and water filtration/chemistry for the pool facilities.

Where the Union or the Town recommends the reclassification of an employee, it may be done upon mutual agreement (even though the employee in question may not possess all of the qualifications or skills mentioned in the definitions above).

**B. WAGE RATES**

	<b>1-Jan-24</b> 4.00%	<b>1-Jan-25</b> 3.00%	<b>1-Jan-26</b> 3.00%
<b>OFFICE EMPLOYEES</b>			
<b>Casual / Part-time / Temporary</b>	\$ 19.07	\$ 19.64	\$ 20.23
	\$ 20.31	\$ 20.92	\$ 21.55
	\$ 21.54	\$ 22.19	\$ 22.85
	\$ 22.74	\$ 23.42	\$ 24.12
	\$ 23.94	\$ 24.66	\$ 25.40
<b>Accounting Clerk</b>	\$ 24.64	\$ 25.38	\$ 26.14
	\$ 26.25	\$ 27.04	\$ 27.85
	\$ 27.88	\$ 28.72	\$ 29.58
	\$ 29.49	\$ 30.37	\$ 31.29
	\$ 31.10	\$ 32.03	\$ 32.99
<b>OTHER EMPLOYEES</b>			
<b>Labourer / Casual / Temporary</b>	\$ 17.47	\$ 17.99	\$ 18.53
	\$ 18.54	\$ 19.10	\$ 19.67
	\$ 19.68	\$ 20.27	\$ 20.88
	\$ 20.80	\$ 21.42	\$ 22.07
	\$ 21.90	\$ 22.56	\$ 23.23
<b>Seasonal</b>	\$ 22.59	\$ 23.27	\$ 23.97
	\$ 24.02	\$ 24.74	\$ 25.48
	\$ 25.50	\$ 26.27	\$ 27.05
	\$ 26.97	\$ 27.78	\$ 28.61
	\$ 28.41	\$ 29.26	\$ 30.14
<b>Semi-Skilled</b>	\$ 25.24	\$ 26.00	\$ 26.78
	\$ 26.89	\$ 27.70	\$ 28.53
	\$ 28.54	\$ 29.40	\$ 30.28
	\$ 30.18	\$ 31.09	\$ 32.02
	\$ 31.86	\$ 32.82	\$ 33.80
<b>Skilled</b>	\$ 26.55	\$ 27.35	\$ 28.17
	\$ 28.32	\$ 29.17	\$ 30.04
	\$ 30.06	\$ 30.96	\$ 31.89
	\$ 31.79	\$ 32.74	\$ 33.73
	\$ 33.55	\$ 34.56	\$ 35.59

<b>Mechanic</b>	\$ 28.31	\$ 29.16	\$ 30.03
	\$ 29.34	\$ 30.22	\$ 31.13
	\$ 31.18	\$ 32.12	\$ 33.08
	\$ 33.01	\$ 34.00	\$ 35.02
	\$ 34.81	\$ 35.85	\$ 36.93
<b>Heavy Duty Journeyperson</b>	\$ 38.30	\$ 39.45	\$ 40.63
	\$ 39.64	\$ 40.83	\$ 42.05
	\$ 41.97	\$ 43.23	\$ 44.53
	\$ 44.29	\$ 45.62	\$ 46.99
	\$ 46.59	\$ 47.99	\$ 49.43

*The increment step at which a new employee starts will be at the discretion of the Chief Administrative Officer depending on the employee's relevant experience.*

**C. YEARLY PERCENTAGE INCREASES**

- Effective January 1, 2024 – 4.0%
- Effective January 1, 2025 – 3.0%
- Effective January 1, 2026 – 3.0%

APPENDIX "A"

RELEASE OF UNION REPRESENTATION FORM

(REFER TO ARTICLE 23.2)

RELEASE

**"on a without prejudice and non-precedential basis"**

I, \_\_\_\_\_, of Local 777-01, in the Province of Saskatchewan, understand that, as a member of CUPE Local 777-01, I am entitled to Union representation when meeting with my employer.

I do hereby waive my right to Union representation when meeting with my employer on \_\_\_\_\_, 20 \_\_\_\_\_.

The Union has advised me of the potential consequences of waiving Union representation.

I hereby acknowledge that I am signing this release freely and voluntarily and that I have had the opportunity to seek such advice as I saw fit prior to executing same.

SIGNED BY:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness name (please print)

\_\_\_\_\_  
Date

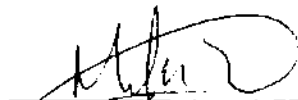
**SIGNING PAGE**

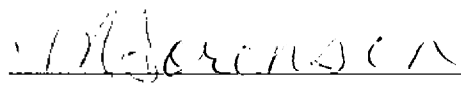
**IN WITNESS WHEREOF:**

The Council has caused these presents to be sealed with the Seal of the Town of Nipawin and signed by the Mayor and Chief Administrative Officer of the Town, and the Union has caused these presents to be executed on its behalf by the President and Negotiating Committee of the Canadian Union of Public Employees, Local 777-01.


DATED THIS 12 DAY OF MARCH, 2024.

**FOR THE TOWN:**


  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

**FOR THE UNION:**

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
NEGOTIATING COMMITTEE MEMBER

  
\_\_\_\_\_  
NEGOTIATING COMMITTEE MEMBER

