

AGREEMENT

Between

THE TOWN OF MAPLE CREEK



And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2714**

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, 2024 – DECEMBER 31, 2026

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THIS AGREEMENT MADE THIS 12 DAY OF APRIL A.D. 2024.

BETWEEN: THE TOWN OF MAPLE CREEK,
In the Province of Saskatchewan, hereinafter referred to as "The Town"

OF THE FIRST PART;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2714, CLC
hereinafter referred to as "The Union"

OF THE SECOND PART.

ARTICLE 1 – PREAMBLE

1.01 Purpose

It is the purpose of both parties to this agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service, etc.
- c) To encourage efficiency in operations.
- d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Bargaining

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – SCOPE, RECOGNITION AND NEGOTIATION

2.01 Scope

Both parties mutually agree that this agreement shall cover all employees employed by the Town of Maple Creek except the following classifications:

Chief Administrative Officer
Director of Operations
Economic Development Officer

Recreation Director
Public Works Foreman
Finance Officer
Deputy Chief Administrative Officer
Communications and Marketing Officer
Manager of Environmental Services

2.02 Flexibility of Job Classifications

The Union and the Employer agree to flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure the efficient operation of the Employer.

2.03 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2714 as the sole and exclusive collective bargaining agent for all of its employees. The Employer hereby agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between parties. The parties shall utilize the provision of this agreement towards a peaceful and amicable settlement of any differences that may arise between them.

2.04 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

2.05 Management Rights

The Union acknowledges and agrees that it is the exclusive right of the Employer to manage and direct the services and enterprises in which it is from time to time engaged except as may be limited by a specific provision of this agreement.

2.06 Payment of Wages

The Employer agrees to pay all employees covered by this agreement not less than the schedule of wages set out in Schedule "A" attached to and made part of this agreement.

ARTICLE 3 – DEFINITIONS

3.01 "Employee(s)" shall mean any employee who is employed by the Town of Maple Creek within the scope of this agreement.

- 3.02** “Permanent employee” shall mean an employee appointed to a position designated as a permanent position by the Employer. All such employees are subject to the probationary period provided for in Article 13.03 of this agreement.
- 3.03** “Full-time employee” means an employee who is regularly scheduled to work regular hours more than 1820 – 2080 hours a year.
- 3.04** “Part-time employee” means an employee who is regularly scheduled to work less than full-time hours.
- 3.05** “Temporary employee” means an employee who may work full-time or part-time for a period of time of more than **forty-five (45)** working days, but not to exceed eighteen (18) months. The time limit may be extended by agreement between the Union and the Employer.
- 3.06** “Casual employee” means an employee who is not regularly scheduled on an ongoing basis and may be called in for work on short notice on an as needed basis.
- 3.07** “Seasonal employee” means any employee employed by the employer in a position which is seasonal in nature. **Seasonal employees are laid-off at the end of each season for which they are hired and are normally recalled for seasonal employment from year to year. These employees are also subject to layoff due to shortage of work and recall.**
- a) **Benefits for permanent part-time and seasonal employees shall be covered by all provisions of the collective agreement that apply to a permanent full-time employee, except that:**
- i) **The level of statutory holiday, vacation and sick leave benefits shall be prorated on the basis of hours actually worked.**
- 3.08** “Seasonal students” means any employee employed by the Employer in a position which is seasonal in nature, may be based on funding and/or projects and is subject to layoff due to shortage of work and recalled at the employer’s sole discretion.
- 3.09** “Extenuating circumstance” means temporary or short-term difficulties/problems affecting an individual. For example: medical issues (including mental health/wellbeing) death of a close friend or relative or other mitigating factors beyond an individual’s control.

ARTICLE 4 – NO DISCRIMINATION

4.01 Both Parties Shall Not Discriminate

Both parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, gender identity, sex, marital or family status, family relationship, place of residence, physical handicap, disability (subject to *bona fide* occupational requirements), physical size or weight, nor by reason of their membership or activity in the Union or any other reason.

4.02 Duty to Accommodate

The parties recognize the duty to accommodate in accordance with the Human Rights Code and Regulations and agree to accommodate workers in accordance with the Code.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

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 in scope employee whose employment commences hereafter shall, within thirty (30) days after the commencement of their employment, apply for and maintain membership in the Union and shall 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 and initiation fees, assessments and levies required to be paid by all members of the Union.

ARTICLE 6 – CHECK OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members upon written authorization from the employee.

6.02 Deductions

Deductions shall be made from the payroll semi-monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of the month following accompanied by a list of the names of employees, from whose wages the deductions have been made.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall record the amount of union dues paid by each Union member in the previous year.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 New Employees

The Employer agrees to advise new employees with the fact that a union agreement is in effect and shall have the new employee sign the dues check-off authorization and union membership form which shall be provided by the Union.

7.02 Copies of the Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their union steward or representative. The steward or representative will provide the new employee with a copy of the collective agreement.

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to the President of the Union and to the Chief Administrative Officer. A copy of any correspondence between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or their designate.

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with any employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. The Union will supply the Employer with the names of its officers.

9.02 Union Bargaining Committee

A union bargaining committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union members of the committee.

9.03 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Upon notifying the Employer in advance, the Employer shall permit such representative(s) advisor(s) to have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, subject to the efficient operation of the Town.

9.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.05 Time Off for Meeting

Any representative of the Union, who is in the employ of the Employer and who is requested to attend a meeting with Town officials during working hours, shall suffer no loss of straight time earnings as a result of such attendance.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the union

grievance committee and the union stewards. The steward shall assist any employee which the steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of the stewards, before the Employer shall be required to recognize them.

10.03 Grievance Committee

The stewards selected shall constitute the grievance committee.

10.04 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.

10.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The Union will submit the grievance to the manager within ten (10) working days after the event or circumstances giving rise to the grievance coming to the attention of the Union. At the request of either party, a meeting may be convened to discuss the grievance. The manager shall render a decision within ten (10) working days of receipt of the grievance.

Step 2

Failing agreement being reached at Step 1, the Union may submit the grievance to the Chief Administrative Officer within ten (10) working days of receipt of the manager's decision. At the request of either party, a meeting may be convened to discuss the grievance. The Chief Administrative Officer shall render a decision within ten (10) working days after such hearing.

Step 3

Failing a satisfactory settlement being reached in Step 2, the Union may refer the matter to arbitration within twenty (20) working days of receipt of the Chief Administrative Officer's decision.

10.06 Union May Initiate Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure.

10.07 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meeting.

10.08 Mutually Agreed Changes

Any mutually agreed changes to this collective agreement established through letters of understanding shall form part of this collective agreement and are subject to the grievance and arbitration procedure.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

- a) The parties to this agreement may, by mutual consent agree to enter grievance mediation with the assistance of the Ministry of Labour Relations and Workplace Safety or use an alternate dispute resolution process that is agreeable to both parties.
- b) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the names of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson.
- c) Notwithstanding the above, the parties to this agreement may, by mutual consent agree to the appointment of a single arbitrator who shall act in the place of the arbitration board.

11.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of their appointment, then no later than ten (10) days thereafter an application for appointment of a chairperson may be made to the Ministry of Labour Relations and Workplace Safety upon the request of either party.

11.03 Board Procedure

The board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt at justice, the board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

11.04 Decision of the Board of Arbitration

The decision of the board of arbitration shall be final, binding and enforceable on all parties, and may not be changed. The board of arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions or hear any matter not covered in this agreement.

11.05 Disagreement on Decision

Should the parties disagree as to the meaning of the board's decision, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision, which it shall do within five (5) days.

11.06 Expenses of the Board

- a) Each party shall pay:
 - i) The fees and expenses of the arbitrator it appoints;
 - ii) One half (1/2) of the fees and expenses of the chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties. In the absence of a response from the Union within the time limits identified, the matter is deemed to be abandoned. If the Employer does not respond to the Union within the time limits identified the Union may proceed to the next step.

11.08 Witnesses

- a) At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- b) All reasonable arrangements will be made to permit the conferring parties or arbitrator(s) to have access to the Employer's premises to

view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discipline Procedures

Except for cases warranting immediate dismissal, and cases involving probationary employees as defined in **Article 13.03**, the parties agree to the principle of progressive discipline. The discipline imposed may be as follows:

- a) verbal warning (with follow-up letter),
- b) letter of warning,
- c) suspension,
- d) discharge.

The Union shall be advised in writing when disciplinary action has been imposed on a member of the bargaining unit.

Employees shall be permitted to provide in writing within one (1) working day, a reply to any complaint, accusation or expression of dissatisfaction of any kind of discipline. Any such reply shall be placed in the employees' personnel file.

12.02 Right to Have Steward Present

The Employer shall inform the employee in advance that they have the right to Union representation prior to the imposition of any discipline which will become a matter of written record.

12.03 Access to Personnel File

Employees shall, upon making suitable arrangements with the Employer, have access to any disciplinary record or appraisals contained in their personnel file.

Following two (2) years, providing no further discipline has occurred, the record of an employee, shall, upon written request, be removed from their personnel file.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) Seniority for all employees is defined as the length of continuous service in the bargaining unit since their last date of hire.

- b) Employees shall not acquire any seniority rights until after successful completion of the probation provided in **Article 13.03** below and subject to **Article 13.05**. Seniority shall then be established from the date an employee last entered the service of the Town.
- c) Employees shall not accumulate but will maintain seniority for any unpaid leaves in excess of thirty (30) working days.

13.02 Application of Seniority

- a) **Seniority will be based on bargaining unit seniority from the date of hire.**

Employees employed at January 1, 2024 will be ranked in order of seniority calculated on days credited for CUPE 2714 from the date the employee last entered the service of the employer.

- b) **For the purposes of determining seniority of two (2) or more employees who have the same bargaining unit seniority, their social insurance numbers will be used. The employee with the lowest last six (6) social insurance numbers will be considered the senior.**
- c) **The initial seniority list will be mutually agreed between the parties. An employee may challenge their placement on the initial seniority list for up to ninety (90) days from the effective date of the list.**
- d) **The employee shall submit their appeal in writing to the town Chief Administrative Officer with a copy to the Union. The appeal shall include all evidence the employee has supporting the claim. The parties will consider the information supplied and issue a written decision on the appeal to the employee. Any amendments to an employee's seniority as a result of an appeal shall be effective the date the amendment is agreed to by the parties. Appeals submitted after the ninety (90) day period will not be considered.**

13.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year. All errors reported and verified within thirty (30) days of posting will be corrected and an updated seniority list posted.

13.04 Probation for Newly Hired Employees

- a) A newly hired full-time employee shall be on probation for the first six (6) months of their employment. **A written performance review shall be made approximately mid-point of the probationary period.** This probation shall be extended by an amount of time equivalent to any period of time that employee is authorized to be absent from work during the probationary period.
- b) Probation for employees working in seasonal or part-time positions shall be based on actual hours worked. The probation period is to be one thousand and forty (1040) hours. During the probationary period for new hires, employment may be terminated at the sole discretion of the Employer and such termination of employment shall be deemed to be for just cause.
- c) **Seasonal employees, who are returning to work for the employer from one season to the next season and who have not yet completed the probationary period, shall have their hours actually worked during the previous season credited towards the completion of their probationary period.**

13.05 Seniority for Non-Permanent Employees

- a) Seniority for employees working less than the prescribed hours of work, for all employees who work less than the normal hours of work as defined in Article 16.01, or employees who work less than twelve (12) months in any one year, shall have their seniority calculated on the basis of hours worked.
- b) **Seniority for new seasonal employees will not commence until the second season of employment but will include the previous year's entitlement. Seasonal employees who have completed their probationary period will be called back the following year in order of seniority based on their qualifications and sufficient ability to perform the work available as determined by the employer.**

13.06 Loss of Seniority

An employee shall lose seniority rights and all rights and benefits shall cease in the event of:

- a) Discharge for just cause unless reinstated;
- b) Resignation or voluntarily leaving the service of the Town;

- c) Failure to return to work on recall after lay-off unless through sickness or other just cause;
- d) A continuous lay-off in excess of twelve (12) months;
- e) Retirement from the employ of the Town.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

When the Town intends to fill a new in scope permanent position, a temporary position of sixty (60) days or more in duration, or a permanent position that is vacant, the Town shall immediately notify the Union in writing and post notice of the position internally on all bulletin boards for a minimum of five (5) working days.

14.02 Information in Postings

Job postings shall include the following information:

- **Classification/occupation**
- **Status**
- **Qualifications**
- **Salary Rate or range**
- **Hours of work designation (e.g. regular day or shift)**
- **Location**
- **Opening and closing date of posting**
- **Start and end date (term positions)**
- **Job title**

14.03 Outside Advertising

Advertising for any in scope vacancy may take place internally and externally simultaneously; however, the applications of present union members will be considered prior to external applicants.

14.04 Role of Seniority in Promotions and Transfers

Both parties recognize:

- a) The principle of promotion within the service of the Employer;
- b) That job opportunity should increase in proportion to length of service, subject to the employee possessing the qualifications and ability necessary to perform the duties of the position as determined

by the Employer, and subject to Article 14.07.

14.05 Rate of Pay for Promotion or Transfer

Any employee assigned, promoted or reclassified in accordance with the collective agreement to a higher paying position carrying a salary range shall be placed in the salary range which is next higher than the employee's previous rate or next higher to the rate an employee would be eligible for upon recall.

14.06 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period of ninety (90) days. Conditional on satisfactory service, the employee shall be declared permanent after the period of ninety (90) days. During the trial period, in the event the successful applicant proves unsatisfactory, is unable to perform the duties of the new job classification, or if the employee elects to return to their former position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.07 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who possesses the required qualifications and ability or is preparing for qualification prior to filling the vacancy. Such employee may be given a trial period of up to ninety (90) days to qualify for the new position as determined by the Employer. This time period will also allow for the employee to revert to their former position if the employee does not possess the ability or achieve the required qualifications within such time.

14.08 On-The-Job Training

- a) The Employer shall inaugurate and maintain a system of "on-the-job training" based on operational needs so that employees who express a desire and interest shall have the opportunity to receive on-the-job training and qualify for promotion or transfer in the event of a vacancy arising to the position next senior to their own. Accordingly, employees shall be allowed opportunities to learn the work of higher or equal positions during working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned.
- b) The Employer agrees that whenever necessary, on-the-job training will be given as outlined above, to ensure that employees will have the

proper instruction and knowledge to operate town-owned equipment necessary for the performance of their duties as determined by the Employer.

14.09 Training Courses

- a) Whenever possible, the Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:
 - i) Type of course (subjects and material covered)
 - ii) Time, duration, and location of the course
 - iii) Minimum qualifications required for applicants
- b) Where possible, this bulletin shall be posted for a period of one (1) week on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.
- c) For purposes of wages and benefits, time spent in such training shall be considered to be time worked if the training is requested by the Employer and scheduled during working hours. No overtime shall be paid for training courses.
- d) Where the Employer requests an employee to take a course as part of the job requirement, it is understood that the training costs (i.e. tuition, books,) associated with the request shall be the responsibility of the Employer.

ARTICLE 15 – LAY-OFFS AND RECALLS

15.01 Definition of Lay-Off

A lay-off shall be defined as any employer-initiated reduction in the work force or a reduction in the regular hours of work.

15.02 Role of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their departmental seniority subject to them possessing the necessary qualifications and ability, as determined by the Employer, to perform the work that is available. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right possesses the necessary qualifications and ability, as determined by the Employer, to perform the work that is available.

15.03 Contracting Out and Work of the Bargaining Unit

- a) The Employer agrees that no permanent full-time, **part-time, or seasonal** employee on staff shall lose their employment as a result of contracting out.
- b) The Employer agrees to consult with the Union a minimum of fourteen (14) calendar days prior to any contracting out. When emergent circumstances arise, the Employer will advise the Union as soon as possible before and/or after the event.

15.04 Recall Procedure

- a) Employees shall be recalled in the order of their seniority, provided that they have the required qualifications and **sufficient** ability to perform the available work as determined by the Employer.
- b) **Seasonal employees who have completed their probationary period will be called back the following year in order of seniority based on their qualifications and sufficient ability to perform the available work as determined by the employer.**

15.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

15.06 Advance Notice of Lay-Off

In the event of a lay-off, the Employer shall give written notice to employees who are to be laid off. The notice varies by length of employment:

- a) one (1) week written notice, if the period of employment is less than one (1) year;
- b) two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years;
- c) four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years;
- d) six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years;
- e) eight (8) weeks' written notice, if the period of employment is ten (10) years or more.

Where notice is not provided, payment in lieu of notice shall be provided.

15.07 Seasonal and Student Employees

Shall be told at the time of being hired approximately the duration of their employment. **The seasonal employee(s) shall agree to accept the position only if they commit to remain actively at work for the entire duration of their employment. Early departure will remove the seasonal employee from recall rights under Article 15.04. Extenuating circumstances may be considered as defined in Article 3.09.**

15.08 No Loss of Seniority During Layoff

In the event of lay-off the Employer agrees that it will offer employment to employees affected by lay-off prior to engaging any new employees for similar work. Where a former employee is re-employed within twelve (12) months, they shall be credited with previous service for the purpose of determining seniority, length of service, vacations and other benefits based on length of service.

ARTICLE 16 – HOURS OF WORK

16.01 Hours of Work

- a) Regular hours of work shall be up to ten (10) hours per day (forty [40] hours per week) Monday to Friday, with two (2) consecutive days off; however, to create operational efficiencies or in the interests of the public the Employer may alter the Monday to Friday work schedule upon mutual agreement with the Union.
- b) The normal hours of work shall be 8:00 a.m. to 5:00 p.m. with a one (1) hour break for the luncheon period, however, the Town reserves the right to schedule other start and quit times in the interest of operational efficiency.
- c) For office employees, regular hours of work shall be seven (7) hours per day (thirty-five [35] hours per week), Monday to Friday, with two (2) consecutive days off.
- d) Pool staff shall work flexible hours of work which may exceed eight (8) hours per day or forty (40) hours per calendar week but shall not exceed the total number of working hours in any given month based on eight (8) hours per day without receiving overtime.
- e) Parks, Recreation and Facilities Operator(s) may work average hours

of work, from October 31, to March 31 of each year, which may exceed forty (40) hours per calendar week but shall not exceed the total number of working hours in any given month based on eight (8) hours per day without receiving overtime. In the event that hours exceed eight (8) hours per day their overtime rate will be paid.

16.02 Paid Rest Period

An employee having worked in excess of five (5) hours shall be permitted a rest period of fifteen (15) consecutive minutes in each half of a daily shift giving consideration to the efficient operation of the Town.

16.03 Reporting Pay Guarantees

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

16.04 Split Shifts – For Pool Employees Only

No employee shall be required to be at the disposal of the Employer for more than twelve (12) hours per day and no employee shall work more than three (3) shifts in that twelve (12) hour period.

16.05 Stand-by

- a) It shall be the exclusive right of the Employer to determine, from time to time, the number of employees, if any, that are designated on stand-by and the work to be performed.
- b) Those employees designated on stand-by shall respond to all call outs as soon as possible, but no later than twenty (20) minutes of receiving such call and shall be in a suitable condition to perform the work.
- c) Employees shall be paid thirty dollars (\$30.00) per day, Monday to Friday inclusive, when designated on stand-by plus two (2) hours pay per call. However, in the event that a call lasts more than the two (2) hours, that employee shall be paid at their overtime rate for time worked past the two (2) hours.
- d) In the event a second employee is required, the second employee shall be paid two (2) hours at their overtime rate or overtime rate for hours worked, whichever is greater.
- e) Employees shall be paid fifty dollars (\$50.00) per day or one hundred and fifty dollars (\$150.00) for a three (3) day weekend plus two (2) hours pay per call when designated on stand-by on weekends and holidays.

- f) On weekends and holidays employees designated on stand-by shall do daily checks of water and wastewater treatment plant, lift stations and animal pound and shall be paid a sum of forty-five dollars (\$45.00) per day.
- g) It is understood that employees shall be eligible for the above benefit upon the conclusion of their regularly scheduled work day until the time they are required to resume their duties the following day or week.

ARTICLE 17 – OVERTIME

17.01 Authorized Hours

- a) All authorized hours worked in excess of the number of daily or weekly hours provided in **Article 16.01** above shall be considered overtime. Overtime shall be paid at the rate of one and one-half times (1.5 X) the employees' regular rate of pay to the nearest half (1/2) hour.
- b) With the mutual agreement of the Employer, employees may elect to take time off in lieu according to overtime rates. The maximum accumulation of time off in lieu can only be twenty-four (24) hours. Time off must be scheduled at a time mutually agreed to by the Employer and the employee. All time in lieu not used by year end shall be paid out.

17.02 Overtime Offered on a Rotating Basis

Insofar as it is operationally efficient to do so, overtime shall be offered on a rotating basis to employees who are qualified to perform the required work in an efficient manner.

17.03 Phone Calls After Hours

An employee, not on standby, who, after they have left their place of work, receives a phone call directed from the employer which does not involve a return to their place of work shall be paid for each hour or portion thereof worked or for a minimum of one-half (1/2) hour at appropriate overtime rates, whichever is greater.

ARTICLE 18 – SHIFT DIFFERENTIAL

18.01 Shift Differential

Any major portion of a regular scheduled shift for permanent employees which falls between the hours of 5:00 p.m. and 8:00 a.m. shall be paid one dollar (\$1.00) per hour as shift differential effective September 1, 2018. Shift differential shall not be paid on overtime, standby or call out hours.

ARTICLE 19 – VACATIONS

19.01 Vacations

- a) Except as provided herein, every employee shall be entitled to receive payment for and take annual vacation as set forth in *The Saskatchewan Employment Act*, and amendments thereto.
 - i) Full-time permanent, **part-time permanent and seasonal employees who work five (5) months or more in a calendar year and** on completion of one (1) year of cumulative service shall be entitled to three (3) weeks' vacation.
 - ii) Full-time permanent **and part-time permanent and seasonal employees who work five (5) months or more in a calendar year and** on completion of eight (8) years of cumulative service shall be entitled to four (4) weeks' vacation.
 - iii) Full-time permanent **and part-time permanent and seasonal employees who work five (5) months or more in a calendar year and** on the completion of nineteen (19) years of cumulative service shall be entitled to five (5) weeks' vacation.
 - iv) Non-permanent employees shall be paid vacation pay on each regular monthly pay period.
 - v) **Seasonal employees who work less than five (5) months in a calendar year shall receive vacation pay on each pay cheque.**

19.02 Vacation for Employees with Less Than a Year's Service

Full-time permanent employees working forty (40) hours per week or full-time permanent office employees working thirty-five (35) hours per week, and not having a year of service prior to the vacation period shall be allowed vacation at the rate of one and one-quarter (1 1/4) working days for each completed month of service.

Full-time permanent employees with less than a full year of service may apply for leave of absence without pay to extend their time off during the vacation period to a full three (3) weeks.

19.03 Unused Vacation Entitlement

Employees who resign shall be paid for unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.

19.04 Illness or Injury during Annual Vacation

In the event that an employee is hospitalised or confined under medical care due to illness or injury during their annual vacation period, their vacation time may be credited for such time subject to the employee providing notification as soon as reasonably possible and submitting supporting medical documentation to their immediate supervisor for the time spent in hospital or confinement to a maximum of ten (10) working days. Upon submission of medical documentation, such time shall be deemed to be sick leave and shall be charged against the employee's sick leave credit. The additional days required to complete the vacation entitlement shall be provided at a mutually agreed time during the year of entitlement.

19.05 Vacation Time

In order to ensure operational efficiency, the Employer reserves the right to limit the number of employees permitted to be on vacation at one time in a manner which ensures that sufficient qualified employees are at work at all times. Insofar as operational requirements will permit, preference of vacation dates shall be scheduled giving consideration to the wishes of the employees in the department; however, when requests are received at the same time for the same vacation period, seniority shall prevail.

19.06 Carry Over of Vacation

The vacation entitlement contained herein shall be taken prior to March 31st of the succeeding year, however, employees if they choose, shall be allowed to carry over a maximum of 5 (five) days from one (1) year to the next. Employees who wish to carry over more than the five (5) days as outlined herein may make application to the Employer for the additional carry over. Such application shall not be unreasonably withheld.

ARTICLE 20 – HOLIDAYS

20.01 Paid Holidays

- a) The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth & Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
First Monday in August	

- b) And any other day declared or proclaimed as a holiday by the federal, provincial or municipal government.
- c) After completing one (1) year of service full time employees shall be entitled to one (1) paid floating holiday which shall be taken at a time mutually agreed to by the Employer. The float day will not be carried over to the following year. To ensure the efficiency of the Employer, only one employee per department at a time shall be approved by the Employer as having the float holiday of their choosing.

20.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday, or some mutually agreed alternative day shall be deemed to be the holiday.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or quarantined by a medical health officer or because of an accident for which compensation is not payable under *The Saskatchewan Employment Act*.

21.02 Credited Sick Leave

All full-time permanent employees shall be credited with one and one-half (1½) days per month from the date of hiring, with the unused portion of this sickness allowance to accumulate up to a maximum of one hundred and ninety-six (196) working days. Employees on a part-time basis will have such monthly credit

pro-rated with a maximum accumulation of one hundred and ninety-six (196) days.

21.03 Sick Leave Record

The Employer will keep a sick leave record, and a statement of accumulated sick leave credits will be issued to each employee at the end of each calendar year.

21.04 Proof of Illness

At the discretion of the appropriate administrative head or designate an employee may be required to produce a medical statement, signed by a duly qualified medical practitioner, before allowing sick pay after three (3) days. **The Employer reserves the right to require a medical statement, signed by a duly qualified medical practitioner, before permitting an employee who has been off work under an authorized medical statement to return to work.** The medical statement shall be at the Employer's expense.

21.05 Extension of Sick Leave

Absence on account of personal illness shall be charged against the employee's sick leave accumulation.

21.06 Sick Leave Credits beyond Six (6) Months

Notwithstanding the foregoing provisions, an employee on workers' compensation or sick leave shall not continue to accumulate sick leave credits beyond a period of absence of six (6) months.

21.07 Notification in Case of Illness

Every employee who may absent themselves on account of illness shall notify their Supervisor without delay and in any event prior to the time they are to report to work. Failure to do so will deprive such employee from such benefits and may result in further disciplinary action unless the employee can demonstrate they were unable to provide such notification.

21.08 Sick Leave Bank

A jointly administered sick leave bank is established, with each employee contributing one (1) sick day credit annually to the "bank", such day to be matched by the Employer. The terms of reference and criteria for administration of the "bank" to be determined by the joint committee. It is further agreed that the employee's one day contribution to the "bank" shall constitute a first charge against the employee's annual sick leave entitlement.

21.09 Family Illness Benefit

Full-time permanent employees are entitled to three (3) days (scheduled hours of work) paid leave to attend to family medical responsibilities. These days are available on an annual basis.

Part-time permanent employees requiring this benefit will have their annual allocation under this article pro-rated on the basis of hours worked.

Days used under this article are not to be accumulated, carried over into subsequent years, or to be paid out if not used. Any employee wishing to access this benefit is required to follow the provisions of Article 21.07 (Notification of Illness) above.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Leave of Absence for Full-Time Union Position

- a) An employee who is elected or selected for a full-time position with the Union, or any **other** body with whom the Union is affiliated, shall be granted leave of absence for a period of one (1) year. The Union must provide at least two (2) weeks' **written** notice for such leave. Such employee shall receive pay and benefits as provided in this agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- b) Upon the **written** request of CUPE Local 2714 or the employee, such leave shall be extended by the Employer for one (1) additional year and further extension thereafter may be granted by mutual consent of **the parties**.
- c) Except by mutual agreement, no more than one (1) employee per department shall be entitled to such leave at any one time.

22.02 Convention Leave

Where possible and upon **written** request to the Employer fourteen (14) calendar days in advance, up to two employees elected, or appointed to represent the Union at conventions or educational workshops shall be allowed a leave of absence without loss of pay or benefits. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

22.03 Negotiation Leave

- a) An employee certified as a representative of the Union, Local 2714 shall suffer no loss in salary for time absent from duties for the purpose of:
 - i) Participation in negotiations with the Employer or its representatives. The number of employee representatives shall not exceed **three (3)**;
 - ii) Participation in grievance meetings, conciliation or arbitration proceedings on matters arising from this agreement.

22.04 Bereavement Leave

- a) A special leave of absence with pay shall be granted in case of an immediate family **death** for periods not exceeding three (3) days (**scheduled hours of work**) if such occurs within two hundred (200) kilometres of Maple Creek and four (4) days if over two hundred (200) kilometres away from Maple Creek.
- b) For the purposes of this **article**, immediate family members shall mean spouse, parent, child, sister, brother, mother-in-law, father-in-law, grandparents, common-law spouse, grandchild, brother-in-law, sister-in-law, and equivalent step relationships.

22.05 Jury or Court Witness Duty

Jury or court witness duty is granted without loss of salary. The Employer shall pay an employee the difference between the normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee is required to present a proof of service and the amount of pay received.

ARTICLE 23 – WORKERS' COMPENSATION SUPPLEMENT

23.01 WCB Benefits

An employee who is receiving benefits from the Workers' Compensation Board as a result of an accident arising out of the performance of regular duties with the Employer shall be paid by the Employer an amount per month which is equal to the difference between their regular salary and the amount they receive from the Workers' Compensation Board for a period not to exceed one (1) year.

ARTICLE 24 – MATERNITY, ADOPTION, PARENTAL AND LEGISLATIVE LEAVES

24.01 Maternity, parental, adoption, interpersonal violence and any other legislative leaves shall be granted in accordance with *The Saskatchewan Employment Act*.

24.02 Seniority on Legislative Leaves

Employees granted leaves in accordance with the above shall continue to accrue seniority.

ARTICLE 25 – MILEAGE ALLOWANCE

25.01 Mileage Allowance

Employees required by the Employer to travel in the performance of their duties and who are authorized by the Chief Administrative Officer or their designate to claim a mileage allowance shall be paid an allowance. Mileage allowance shall be as per council rates. The employee will be reimbursed upon the detailed expense claim form being submitted **within thirty (30) days of the date of the travel and upon being approved by the Employer.**

ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES

26.01 Pay Days

- a) The Employer shall pay salaries on a semi-monthly basis in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- b) The Employer may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this agreement.
- c) If the Town offices are closed on any pay day, employees shall be paid on the open day next prior thereto.

26.02 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex.

26.03 Pay on Temporary Transfer, Higher Rated Job

When an employee is temporarily assigned by their supervisor to perform the duties of a job with a higher rate of pay, the re-assigned employee shall be entitled to receive a fifteen (15%) percent increase over their regular rate of pay for the time they are performing the re-assigned duties. However, this shall only apply in cases where the re-assignment is for a minimum of one (1) hour.

26.04 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced subject to the transfer not being related to disciplinary action, accommodation or other transfer arrangement mutually agreeable to both parties.

ARTICLE 27 – JOB CLASSIFICATION

27.01 Job Descriptions

The Town agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent or other available information that may be required for collective bargaining purposes. These descriptions and any changes thereto shall be presented to the Union within thirty (30) days of the Union's request.

27.02 New Classifications

The Employer shall prepare a new job description whenever a job is created and provide to the Union within thirty (30) days prior to posting. When a new job is created or established, and if in scope, the rate of pay shall be subject to negotiations between the Employer and the Union. The Employer reserves the right to establish an interim rate of pay and to fill the position pending the conclusion of such negotiations.

ARTICLE 28 – HEALTH AND SAFETY

28.01 Cooperation on Safety

The Union and the Employer shall co-operate in establishing rules and practices which promote an occupational environment which will enhance the physiological and psychological conditions of employees and which will provide protection from factors adverse to employee health and safety.

28.02 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two Employer members; up to a maximum of three (3) Union and three (3) Employer members. The Occupational Health and Safety Committee shall hold meetings as required by provincial legislation or as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.

28.03 Health and Safety, Clothing, Tools, and Equipment

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and protective clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

28.04 Violence in the Workplace

Town of Maple Creek and the Canadian Union of Public Employees, Local 2714, agree that violence against employees in the workplace is not desirable and that parties agree to work together to reduce the incidence and causal factors of violence.

To that end, the parties to this agreement agree to the following:

a) Definition of Violence

Violence shall be defined as any incident in which an employee is physically, or verbally abused, or assaulted by anyone during the course of their employment.

b) Violence Policies and Procedures

The employer and the union agree to discuss policies and procedures to deal with violence. The policy will address the prevention of violence, the management of violent situations and support to employees who have faced violence. The policies and procedures shall be part of the employer's health and safety policy and written copies shall be posted in a place accessible to all employees.

ARTICLE 29 – CLOTHING

29.01 Provision of Clothing

For the purposes of this article, clothing as outlined herein shall be supplied on an “upon requirement basis”. Employees will be responsible to return the used clothing to justify the need for new items. In the event of the loss of any clothing normally provided, new items shall be provided at the supervisor’s discretion.

29.02 Utilities Department

Employees working in the **Utilities Department** shall receive one (1) pair of hip waders and rubberized gloves per person.

29.03 Sanitation Department – Gloves

Gloves or mitts shall be provided to employees in the Sanitation Department.

29.04 Public Works and Sanitation Department Clothing

Coveralls and rain suits shall be provided to permanent employees of the Public Works Department and Sanitation Department.

29.05 Boot Allowance

Full-time employees who are required by the Employer to wear C.S.A. approved footwear in the performance of their job, shall be provided an allowance of up to three hundred dollars (\$300.00) in each calendar year, or an allowance of up to six hundred dollars (\$600.00) every two (2) years subject to providing receipt of purchase for such footwear.

Temporary/seasonal employees working less than six (6) months and who are required by the Employer to wear boots in the performance of their job and upon receipt of purchase of C.S.A. approved footwear, shall be reimbursed for said purchase up to a maximum of one hundred and fifty dollars (\$150.00) per year.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have

the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 31 – TECHNOLOGICAL AND OTHER CHANGES

31.01 Technological Change – Arbitration

In accordance with Division 10, 6-54 of *The Saskatchewan Employment Act*, and the provisions below, the Town agrees to notify the Union in advance of any technological change which may result in changes in the employment status of employees. The Employer will, through transfer or re-training, ensure that no full-time permanent employee suffers reduction in hours, loss of salary or lay off due to technological change.

31.02 Grievance and Arbitration Procedures

If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the grievance and arbitration procedure for the purpose of determining such matters. The technological change shall not be introduced by the Employer until such determination is made, unless it is deemed an emergency.

31.03 Technological Change – Training Benefits

Where new or greater skills are required than are already possessed by affected full-time permanent employees under the present methods of operation, such employee shall, at the expense of the Employer, be given a period of time not to exceed one (1) year, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such full-time permanent employee and no reduction in pay upon being reclassified in the new position.

31.04 Technological Change – Training Period

The training provided for in this article shall be given during the hours of work whenever possible or as provided for in Article 14.09.

31.05 Technological Change – No New Employee

No additional employees shall be hired by the Employer until full-time permanent employees affected by the change, or full-time permanent employees on lay-off, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

ARTICLE 32 – COPIES OF AGREEMENT

32.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Employer shall print, at their own cost, sufficient copies of the agreement in booklet form in a union shop within thirty (30) days of signing.

ARTICLE 33 – GENERAL

33.01 Plural Terms May Apply

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, or any gender has been used.

ARTICLE 34 – TERM OF AGREEMENT

34.01 Duration

This agreement shall be binding and shall remain in effect from January 1, 2024, to December 31, 2026, and shall continue in force thereafter on the same terms and conditions unless written notice is given by either party to the other in the manner hereinafter provided.

34.02 Notice of Changes

Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the termination date, give notice in writing to the other party to negotiate revisions.

34.03 Changes Retroactive

If negotiations extend beyond the termination date of the agreement, any revisions agreed upon shall apply retroactively to that date.

ARTICLE 35 – SEVERANCE PAY

35.01 Sick Pay Benefits upon Retirement

An employee upon retirement, after seven (7) or more years of service, shall be entitled to the amount equal to one (1) day's pay for every four (4)

full days of sick pay benefits standing to their credit as of the date of retirement.

ARTICLE 36 – HARASSMENT IN THE WORKPLACE

36.01 Responsibility

- a) The Employer acknowledges a responsibility to:
 - i) Prevent harassment;
 - ii) Promote a safe, abuse free working environment;
 - iii) Uphold a zero tolerance of harassment.
- b) The Employer shall ensure a policy is developed in consultation with the Union to address the issue of workplace harassment.
- c) The policy shall ensure:
 - i) Individuals are aware of the seriousness with which the Employer and the Union view harassment;
 - ii) Incidences are investigated promptly, objectively and in a sensitive and confidential manner;
 - iii) The necessary corrective action is taken;
 - iv) All employees (Union/non-union) are provided with the education necessary for them to prevent harassment when it occurs and know how to properly report complaints;
 - v) The Union and management will co-operate in identifying situations, reporting promptly and disclosing all information in order to facilitate the investigation;
 - vi) The Employer and the Union shall form a committee to mutually develop the policy and application.

ARTICLE 37 – PERFORMANCE APPRAISALS

37.01 Annual Performance Appraisals

Performance appraisals shall be done annually. The appraisal shall be recognized as a tool to enhance employee performance. The appraisal shall be conducted in an environment that is conducive to an open and fair discussion. The appraisal shall not be utilized with regards to any disciplinary matters.

ARTICLE 38 – BENEFITS

38.01 SUMA Benefits

- a) The Town shall implement the SUMA Benefits Plan as follows:
 - i) Extended Health Care Plan "B"
 - ii) Dental Care Plan "C"
 - iii) Long Term Disability
 - iv) Accidental Death & Dismemberment
 - v) Life Insurance
 - vi) Short Term Disability
 - vii) Employee Assistance Program
 - viii) Vision**
- b) Premiums will be cost-shared 60/40 Town/employee.
- c) Any changes to a) and b) shall only be changed by mutual agreement with the Employer and the employee.
- d) An Employee Assistance Program shall be provided by the Town at no cost to the employee.

38.02 Allowance

The Employer shall provide all full-time **permanent** employees with a three hundred dollars (\$300.00) per year, pro-rated for **full-time** permanent employees working less than one (1) year, allowance payable the first week in December of each year.

The Employer shall provide all part-time permanent employees with a three hundred dollars (\$300.00) per year, pro-rated on the basis of hours worked, allowance payable the first week in December of each year.

SCHEDULE "A" 2024 – 2026

Economic Adjustment	Current 2023	Adjusted 2024	3.5% 2025	3.5% 2026
Public Works				
Public Works Operator I	\$19.48	\$23.05	\$23.86	\$24.70
Public Works Operator II	\$21.47	\$24.52	\$25.38	\$26.27
PW Operator II with 3A Driver's License & Air Brake Endorsement (\$0.25 above PW II) & Air Brake Endorsement.	\$21.73	\$24.77	\$25.63	\$26.52
Public Works Operator III	\$22.42	\$26.05	\$26.96	\$27.91
Public Works Certified Operator IV	\$23.77	\$27.00	\$27.95	\$28.93
Public Works Certified Operator V	\$24.95	\$28.07	\$29.05	\$30.07
Public Works Field Assistant	\$25.87	\$29.57	\$30.60	\$31.68
Water Works Operator II	\$24.95	\$28.07	\$29.05	\$30.07
Sanitary Landfill Operator	\$22.62	\$24.52	\$25.38	\$26.27
Parks, Recreation & Facility Operator	\$20.47	\$21.19	\$21.93	\$22.70
Caretakers				
Town Hall Caretaker	\$19.95	\$20.65	\$21.37	\$22.12
Armoury Caretaker	\$19.95	\$20.65	\$21.37	\$22.12
Town Hall				
Accounting Clerk I	\$18.73	\$22.19	\$22.97	\$23.77
Accounting Clerk II	\$20.27	\$22.88	\$23.68	\$24.51
Accounting Clerk III	\$23.58	\$24.77	\$25.64	\$26.54
Financial Assistant	\$25.10	\$28.07	\$29.05	\$30.07

SCHEDULE "A" Continued - 2024 - 2026

Economic Adjustment	Current 2023	Adjusted 2024	3.5 % 2025	3.5% 2026
Seasonal Employees				
Parks	\$17.25	\$20.65	\$21.37	\$22.12
Parks Field Assistant	\$21.28	\$24.52	\$25.38	\$26.27
Cemetery Caretaker	\$17.96	\$20.65	\$21.37	\$22.12
Arena Operator	\$19.01	\$21.19	\$21.93	\$22.70
Bylaw Enforcement Officer	\$22.64	\$24.52	\$25.38	\$26.27
Visitor Centre Attendant	\$17.26	\$19.00	\$19.67	\$20.36
Visitor Reception Centre Assistant	\$20.09	\$23.05	\$23.86	\$24.70
Swimming Pool				
Pool Lifeguard	\$17.45	\$18.06	\$18.69	\$19.34
Pool Instructor	\$18.63	\$19.28	\$19.95	\$20.65
Pool Assistant Supervisor	\$20.09	\$20.79	\$21.52	\$22.27
Pool Supervisor	\$21.28	\$22.02	\$22.79	\$23.59


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

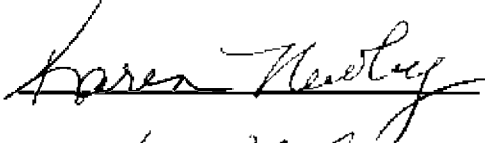
DATE: 12 DAY OF APRIL, 2024

On behalf of the Canadian Union of
Public Employees, Local 2714

On behalf of the Town of
Maple Creek



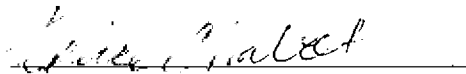












LETTER OF UNDERSTANDING #2015-01

BETWEEN

TOWN OF MAPLE CREEK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2714

RE: SUPERVISORY EMPLOYEES

ARTICLE 2 – SCOPE

The parties agree that this letter of understanding shall only apply to the following classifications that are deemed to be in-scope supervisory employees:

- Pool Supervisor
- Pool Assistant Supervisor

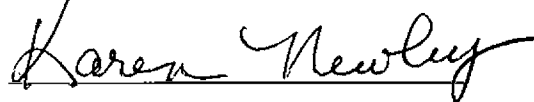
The parties agree that the above classifications do not fit the definition of a “supervisor employee” within the meaning of PART VI of *The Saskatchewan Employment Act* and that they shall remain members of CUPE Local 2714.

Signed this 12 day of APRIL, 2024

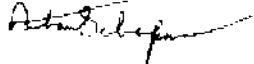
On behalf of the Canadian Union of
Public Employees, Local 2714

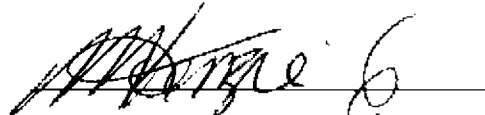
On behalf of the Town of
Maple Creek



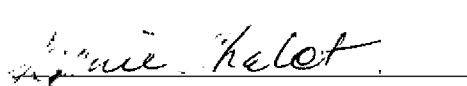












LETTER OF UNDERSTANDING #2015-02

BETWEEN

TOWN OF MAPLE CREEK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2714

RE: Sanitary Landfill Operator(s) and Manager of Environmental Services Mutual Trades

The parties agree that the incumbent in the position of Sanitary Landfill Operator will be permitted to trade days off with the manager of Environmental Services provided there are no overtime costs by the mutual trade of days off.

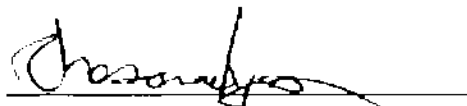
The parties agree that when employees trade a day off between themselves, which results in a deviation from the posted schedule, the trade shall not be subject to the overtime provisions unless overtime would have been paid irrespective of the trade. Such trades shall be subject to the approval of the Employer.

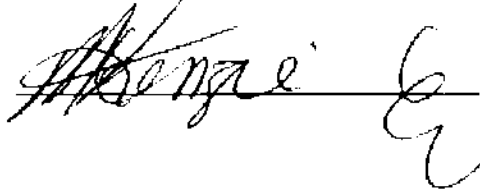
In the event that the hours of work exceed eight (8) hours per day the provision of Article 18 of the collective agreement shall apply.

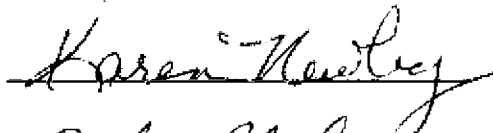
Signed on this 12 day of APRIL, 2024

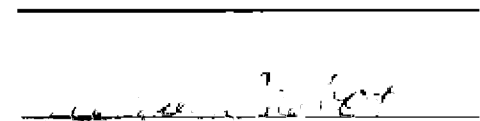
On behalf of the Canadian Union of
Public Employees, Local 2714

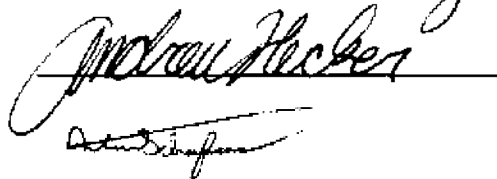
On behalf of the Town of
Maple Creek











LETTER OF UNDERSTANDING #2019-01

BETWEEN

TOWN OF MAPLE CREEK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2714

RE: On-the-Job-Training

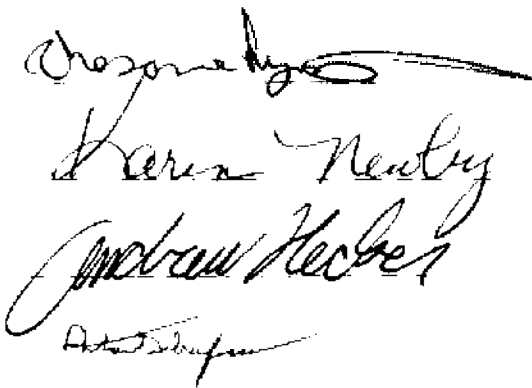
The parties agree that they shall meet and develop a process/policy as to the administration, assignment and process for employees to receive on-the-job training to ensure positions are backfilled in an equitable, efficient and effective manner.

It is further agreed that such policy/procedure shall not result in any additional monetary implications to the Employer.

This letter of understanding shall be effective for the term of the collective bargaining agreement between the parties and shall expire at the end of the term unless otherwise negotiated or extended.

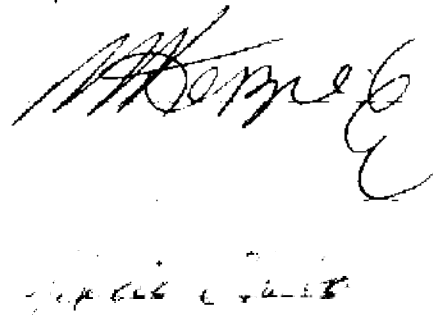
Signed this 12 day of APRIL, 2024.

On behalf of Canadian Union of
Public Employees, Local 2714



Karen Nealey
Andrew Hecker
[Signature]

On behalf of the Town of
Maple Creek



[Signature]
[Signature]

LETTER OF UNDERSTANDING #2020-06

BETWEEN

TOWN OF MAPLE CREEK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2714

RE: TOWN HALL CARETAKER

The Union and the Employer recognize the need for flexibility in allowing the Town Hall Caretaker employee to work a more flexible shift arrangement that does not follow the four (4) hour minimum requirement as outlined in Article 16.03 of the collective agreement.



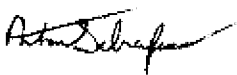
It is agreed upon by both parties that:

1. The four (4) hour minimum hours pay threshold shall be reduced to three (3) hours guarantee hours pay. This will allow for more flexibility for scheduling of hours of work for the Town. All other provisions of the collective agreement shall apply.
2. The hours of work shall not be less than fifty (50) hours of work averaged per month nor more eight (8) hours per day. Should the employee work more than eight (8) hours per day the provisions of Article 17 – Overtime shall apply.
3. In the event that the hours of work exceed eight (8) hours per day, and any and all additional hours must receive prior written approval of the supervisor, prior to work being performed. Any hours authorized and worked in excess of eight (8) hours per day shall be subject to the provisions of Article 18 of the collective agreement.
4. The Town Hall Caretaker shall be paid at the rate per hour as listed in Schedule “A” and shall be negotiated into the agreement at the next round of negotiations with any negotiated economic adjustments in Schedule “A”.
5. The Town Hall Caretaker position shall accumulate sick leave at the rate of one (1) day per month.
6. The Town Hall Caretaker position shall receive vacation pay on each pay cheque.

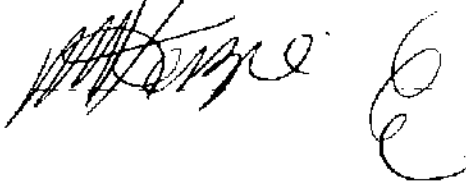
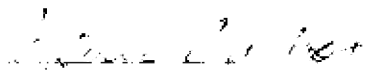
This letter of understanding **became** effective on September 14, 2020, and will remain in force and effect until such time as a negotiation change occurs.

Signed this 12 day of APRIL, 2024.

On behalf of Canadian Union of
Public Employees, Local 2714


Karen Newby

John Hecker

Adam Schreier

On behalf of the Town of
Maple Creek

LETTER OF UNDERSTANDING #2023-01

BETWEEN

TOWN OF MAPLE CREEK

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2714

RE: BYLAW ENFORCEMENT OFFICER


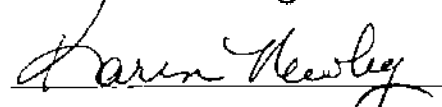


It is agreed upon by both parties that:

1. The position of Bylaw Enforcement Officer is hereby created.
2. This position shall become a CUPE Local # 2714 member as per Article 2.01 and have all rights and benefits as outlined in the collective agreement unless otherwise stated.
3. The position shall be paid at the rate as identified within the collective agreement.
4. The hours of work shall be as outlined in Article 16 - Hours of Work based on a twenty-four (24) hour work week. The position may be required to alternate work shifts as follows:
 - Day shift – 7:00 am to 4:00 pm
 - Evening shift – 1:00 pm to 9:00 pm
5. The Town of Maple Creek will provide a vehicle for use by the position.
6. The Town of Maple Creek reserves the right to enter into a Shared Services Agreement with other municipality(ies) for the provision of regional bylaw enforcement services. In the event such an agreement is established, the position shall have the weekly hours of employment increased to an amount not to exceed forty (40) hours per week on average, with the increased allocation of hours beyond twenty-four (24) hours per week to be served in and on behalf of the partner municipality(ies). At all times, the position shall remain an employee of the Town of Maple Creek and all hours, including travel time, will be considered time worked.
7. During those hours identified in No. 6 above where the position is serving the partner municipality(ies), the position shall be required to perform the same tasks as expected of the position as those that apply while serving the Town of Maple Creek. The position is expected to become familiar with the respective partner municipality(ies) bylaws.

8. This letter of understanding shall be effective for the term of the collective agreement and shall expire at the end of the term unless otherwise negotiated or extended.

Signed this 12 day of APRIL, 2024.

On behalf of Canadian Union of
Public Employees, Local 2714

DS/cf:cope491

On behalf of the Town of
Maple Creek

