

COLLECTIVE AGREEMENT

BETWEEN

THE TOWN OF KAMSACK

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1881**

CUPE / *Canadian Union
of Public Employees*

January 1, 2024 – December 31, 2026

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THIS AGREEMENT made this 21 day of June 2024.

BETWEEN

THE TOWN OF KAMSACK
In the Province of Saskatchewan

Hereinafter referred to as the “**employer**”

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1881,
Chartered by The Canadian Union of Public Employees
Affiliated with the Canadian Labour Congress

Hereinafter referred to as the “**union**”

WHEREAS both parties wish to establish and maintain harmonious relations and to settle conditions of employment between the **employer** and the **union**, the **employer** and the **union** each agree that the purpose and the intent of this agreement is to promote cooperation and harmony, to recognize mutual interest, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the **union** and the **employer**, to promote efficiency and services, and set forth herein a basic agreement respecting rates of pay, hours of work, dispute procedure, and conditions of employment;

AND WHEREAS both parties recognize that mutual benefit will accrue by encouraging efficiency in the operation of the **employer’s** facilities and in promoting the morale, well-being, and security of all the **employer’s** employees included in the bargaining unit as represented by the **union**.

Both parties to this agreement agree to the following:

- a) This agreement signed by the authorized officers of both parties hereto has been mutually agreed upon, and the terms as herein spelled out shall be carried out in letter and spirit by both parties.
- b) That all of the terms and conditions of the agreement shall become effective and shall be applied as of the **first** pay period of each year unless otherwise specified.

ARTICLE 1 – INTERPRETATION

In this agreement, unless the context otherwise requires, the expression:

- a) “The employer” means the Town of Kamsack and any agents authorized to act on its behalf.
- b) “Council” means the Council of the Town of Kamsack.
- c) “Town administrator” means the appointed town administrator.
- d) “Head of department” shall mean the head, manager, or supervisor in charge of any of the several departments, or in their absence, any person delegated by them and approved by the town administrator.
- e) “The union” means the Canadian Union of Public Employees, Local 1881 and any agents authorized to act on its behalf.
- f) “Management” means the town administrator and department heads.
- g) “Permanent employee” shall mean an employee appointed to a position designated as a permanent position by the employer. All permanent employees are subject to the probationary period provided for in this agreement.
- h) “Probationary employee” means an employee who has been employed by the employer for a period less than one hundred twenty (120) days worked or part thereof. Notwithstanding anything contained in this collective bargaining agreement, a probationary employee may be terminated without just cause.
- i) “Temporary employee” means a person employed to replace a permanent employee for a period longer than twenty (20) working days. A temporary employee shall not be entitled to the benefits of Article 10 and Article 18 of this contract.
- j) “Shift” means the daily work period of an employee who works in relay with other employees on a fixed or rotational basis.
- k) “Union committee” means any committee established by the union pursuant to or as may be required by this agreement.
- l) “Hours of work” shall be governed by the laws of the Province of Saskatchewan and regulations.
- m) “Scheduled days off” means the days employees are free from work following the completion of their regular scheduled shifts.

- n) “Service,” except as otherwise provided herein, means the time spent by employees in the actual performance of their duties together with their absence from work due to annual vacation, holidays, personal sickness (to the extent they have established sick leave credits), occupational injury (covered by Workers’ Compensation), and authorized legislated leaves of absence.
- o) “Full-time employee” means any permanent employee who normally works the full daily and weekly hours for the department in which they are employed and has completed the probationary period.
- p) “Part-time employee” means any permanent employee who works less than the full weekly hours of work for the department in which they are employed on a regular and recurring basis and has completed the probationary period.
- q) “Seasonal employee” means an employee who is hired into a position which is seasonal in nature and is subject to layoff and recall.
- r) “Student” shall mean an employee who is utilized to augment staffing needs and who has indicated that they plan on returning to school on a full-time basis or those who are attending on a part-time basis.

ARTICLE 2 – SCOPE

- 2.01** This agreement shall apply to all employees of the Town of Kamsack, in the Province of Saskatchewan, except the town administrator (CAO), assistant administrator, public works manager, utilities manager, manager of recreation and community development, pool manager, fire chief, bylaw enforcement officer, and community safety officer.

ARTICLE 3 – RECOGNITION BY THE TOWN

- 3.01** The employer and its agents recognize the union as the sole collective bargaining agent for employees covered by this agreement and agree to negotiate with the union or any authorized union committee about any and all matters affecting the parties to this agreement. The union committee may have the assistance of the representative of the union in any dealings with the employer.

3.02 New Employee Orientation

As part of the new employee orientation process, the employer shall schedule time for a new employee to meet with their union representative. New employees shall have up to one-half (1/2) hour orientation into their union from a union representative, with no loss of pay.

3.03 Contact List

The employer will provide to the union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number and/or cellular number, and personal email. This employee contact list will be provided in an electronic spreadsheet at least once per year and anytime a new employee is hired into the bargaining unit.

3.04 Union Bulletin Boards

The employer shall provide union bulletin boards, which shall be placed so that all employees will have ready access to them and upon which the union shall have the right to post notice of meetings and such other notices.

Union bulletin boards shall be at the following locations: town office, public works building, water treatment plant, and pool.

The employer may post non-union items, such as job postings and occupational health and safety reports, on the union bulletin board as required.

3.05 Union Meetings

The employer will permit the use of its premises for the purpose of union meetings without cost to the union.

3.06 Union Activity

Except for authorized activities of recognized committees, it is understood union activity will not be carried on during working hours.

ARTICLE 4 – NO DISCRMINATION

4.01 The Employer and the Union shall not Discriminate

The employer and the union agree that there shall be no discrimination, interference, restriction, coercion, or harassment exercised or practiced with respect to any employee by reason of age, race or perceived race, religion, creed, colour, ancestry, nationality, place of origin, disability, political affiliation, sex, marital status, family status, sexual

orientation, gender identity, receipt of public assistant, nor by reason of their membership or activity in the union.

ARTICLE 5 – MANAGEMENT RIGHTS

The Town of Kamsack reserves all management rights, including the following:

- 5.01** To manage the Town of Kamsack and to provide direction of the working force, including the right to plan, direct, and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe the rules and regulations of the **employer**, to hire or lay off employees, to suspend, demote, transfer, promote, discipline, and discharge employees for cause; these are to be the sole rights and functions of the **employer**.
- 5.02** The **employer** retains all management rights not limited or abridged by this agreement.
- 5.03** The **employer** agrees that in exercising its management rights, it shall not violate any of the provisions of this collective agreement.

ARTICLE 6 – UNION SECURITY

6.01 Membership

Every employee who is now or hereafter becomes a member of the union shall maintain membership in said union as a condition of employment, and every person whose employment commences hereafter shall, subject to Article 2, within thirty (30) days after commencement of employment, apply for and maintain membership in the union as a condition of employment.

- 6.02** The **employer** agrees to acquaint all new employees with the fact that this collective bargaining agreement is in effect and with the provisions of Article 6.01 and Article 7.
- 6.03** The **union** agrees to notify the **employer** at least five (5) days prior to it taking any action with respect to any person hereafter employed by the **employer** who fails to comply with the provisions of Article 6.01.

ARTICLE 7 – CHECK OFF OF UNION DUES

- 7.01** The **employer** agrees that upon written authorization being received from an employee, it will deduct from the employee's earnings every pay period membership dues levied in accordance with the union's bylaws, resolutions, and/or regulations.

7.02 Deductions will be forwarded to **CUPE National, with a copy to the secretary-treasurer of the union not later than the tenth (10th) day of the following month in which the deduction was made, accompanied by a list of the names of all employees from whose earnings the deductions have been made, their date of employment, and classification.**

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence passing between the parties and arising out of this agreement or incidental thereto and any notice(s) given by either party to this agreement for any purpose shall be either hand delivered or sent by electronic submission or facsimile. When sent or given by the **union**, the correspondence shall be addressed and sent to the **town administrator**. When sent or given by the **employer**, the correspondence shall be addressed and sent to the **president of the union**.

ARTICLE 9 – SENIORITY

9.01 Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining-unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, recall, and as set out in other provisions of this **agreement** subject to the employee possessing the necessary qualifications and ability as determined by the **employer**.

Annual seniority lists shall be kept, posted on union bulletin boards, and furnished to the secretary of the union by the employer. The seniority list shall include the names of the employees, classification, date of hire, and adjusted seniority.

If employees are hired on the same date, their social insurance numbers will be used to determine the order of their placement on the seniority list. The employee with the lowest of the last three (3) social insurance numbers will be considered the senior employee.

9.02 Newly hired employees shall be on probation for one hundred twenty (120) days worked or **nine hundred sixty (960) hours of service**. After completion of the probationary period, seniority shall be effective from the original date of hire.

9.03 An employee's seniority shall cease if the employee:

- a) Voluntarily leaves the service of the employer.**
- b) Is discharged, and such discharge is not reversed through the grievance procedure.**

- c) After lay-off, fails to report for work within fourteen (14) calendar days after notification, by prepaid registered mail, to the address on record with the department, unless they furnish reasons for such failure satisfactory to the town administrator. Service is deemed to be served five (5) days after being postmarked. It is the sole responsibility of the employee to provide the employer with their current address.
- d) Is absent without proper leave.
- e) Is laid off by the employer for a period in excess of twelve (12) months.

ARTICLE 10 - REDUCTION IN STAFF AND LAY-OFFS

- 10.01 A layoff shall be defined as a reduction in staff due to a shortage of work or as a reduction of hours of work of any employee.
- 10.02 When a reduction in staff becomes necessary in a department, the employee with the least seniority shall be the first to be laid off, provided, however, employees whose services are necessary to ensure efficient operation may be retained irrespective of their length of service.
- 10.03 In cases of emergency, the employer shall be entitled to hire employees on a temporary basis, providing available and qualified employees on lay-off have first been given the opportunity to do the work.
- 10.04 Employees laid off who fail to return to work within fourteen (14) days after being notified shall lose all accumulated seniority rights.
- 10.05 No bargaining unit employee shall be laid off or terminated as a result of the employer contracting out any of its work or service.
- 10.06 Unless legislation is more favourable to the employees, the employer shall notify employees who are laid off thirty (30) calendar days prior to the effective date of lay-off.

ARTICLE 11 – VACANCIES, PROMOTIONS, AND NEW POSITIONS

- 11.01 Notice of all new positions or vacancies within the scope of this agreement shall be posted by the town administrator for at least seven (7) days in places accessible to all employees. All postings shall set forth the exact title of the position, the rate or range of pay, and the closing date.

- 11.02** Employees shall be entitled to bid for such positions or vacancies by means of written applications to the office of the town administrator. No application from employees postmarked later than the posted closing date will be considered.
- 11.03** In filling vacancies or new positions, the applicant having the most seniority shall be appointed to the position subject to the employee possessing the required skill, ability, training, and experience as determined by the employer.
- 11.04** Successful applicants shall be given a trial period of up to **sixty (60) shifts or four hundred eighty (480) hours** worked, during which time they will receive training for the position, if necessary. Conditional on satisfactory service, the employee shall be permanent after the **sixty (60) shifts, or four hundred eighty (480) hours** worked. If the successful applicants prove unsatisfactory in the position during the trial period, or if the employees are unable or unwilling to continue to perform the duties for the new job, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority. **The trial period can be extended up to an additional sixty (60) shifts or four hundred eighty (480) hours worked upon mutual agreement between the employer and union.**

ARTICLE 12 – HOURS OF WORK

12.01 Regular Shifts

- a) **Eight (8) hours shall constitute an ordinary day's work, and forty (40) hours a week shall constitute an ordinary week.**

b) **Public Works and Utilities**

Normal hours shall be 7:30 a.m. - 4:30 p.m., with a one (1) hour unpaid lunch break, Monday through Friday inclusive.

c) **Office Administration**

Normal hours shall be 7:30 a.m. - 4:00 p.m., with a thirty (30) minute unpaid lunch break, Monday through Friday inclusive.

12.02 Days of Rest

Unless otherwise scheduled, each employee shall be entitled to two (2) consecutive days of rest in every seven (7) day period.

12.03 Rest Periods

All employees working eight (8) or more hours shall be entitled to a fifteen (15) minute rest period in the first half of a shift and a similar fifteen (15) minute rest period in the second half of a shift. The timing of rest periods shall be established by the **employer**.

12.04 Saving Rest or Lunch Periods

Employees may work through lunch periods, **upon approval by the department manager or designate**, in order to **adjust their work schedule for the day**.

12.05 Work Schedules

Each employee's days and hours of work, including rest and lunch period, shall be posted on all the approved bulletin boards **two (2) weeks in advance**.

12.06 Changing Shifts

Except in cases of emergency, **one (1) week's notice shall be given of all changes of shifts**. No employees shall change or trade shifts **without prior written approval of the head of department and/or the town administrator**.

12.07 Overtime

Overtime means the hours employees are required to work in excess of eight (8) hours a day or forty (40) hours a week. Overtime is voluntary unless an employee is on standby.

Employees shall be paid one and a half (1 ½) times their regular rate of pay for each hour or part of an hour of overtime they are required to work up to two (2) hours and thereafter at twice (2X) their regular rate of pay for each hour or part of an hour.

If employees wish to take time in lieu for overtime, they may bank overtime at the appropriate rate to a maximum of thirty-two (32) hours. Subject to **department head approval**, such banked time may be used, **taking into consideration the effective and efficient operation of the employer**. **All accumulated overtime shall be paid out in the last pay period of December of each year.**

Overtime shall be approved in advance of being worked and reported by the supervisor in charge, and wages at the specified overtime rate shall be paid within the next pay period.

12.08 Scheduled Days Off

Employees called to work on their scheduled days off shall be paid twice (2X) their regular rate of pay for each hour or part of an hour they are required to work.

12.09 Shift Pay

Employees who are required to work between the hours of 6:00 p.m. and 6:00 a.m. shall be paid shift pay of sixty cents (60¢) per hour in addition to their regular pay.

12.10 Standby

Employees required to be on standby, as determined by the department head, outside of their regular working hours, shall receive:

- \$16.00/per day Monday to Thursday.
- \$30.00/per day Friday, Saturday, Sunday, and statutory holidays.

In addition to the above, these employees will be paid a minimum of three (3) hours pay at twice (2X) their rate of pay per call out. When receiving standby pay, employees will be required to respond to all call outs within a thirty (30) minute time frame.

ARTICLE 13 – PUBLIC HOLIDAYS

13.01 Except as otherwise provided, the following shall be observed as holidays with pay, and no employee shall be required to take time off in lieu of pay:

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

and any other day declared or proclaimed by the federal, provincial, or municipal government.

13.02 Employees shall be paid for the above holidays and for time worked on such holidays in accordance with the provisions and requirements of the laws and regulations of the Province of Saskatchewan

13.03 When a holiday falls on a **Saturday** for an employee who regularly works Monday through Friday, the **Friday prior** shall be deemed to be the holiday.

13.04 When a holiday falls on a **Sunday** for an employee who regularly works **Monday through Friday**, the **following Monday** shall be deemed to be the holiday.

13.05 When a holiday falls on a weekly day off of an employee whose days off differ from the above, the employee shall have a day (or days, if Christmas Day and Boxing Day fall on the weekly days off) off with pay at a time mutually agreeable to the employer and the employee.

ARTICLE 14 – ANNUAL VACATION

Permanent employees shall be entitled to an annual vacation as provided for in the laws and statutes of the Province of Saskatchewan and as otherwise outlined in this section:

- 14.01** Permanent employees who have passed their probation will be entitled to take annual vacation leave on a current year prorated basis using a uniform annual holiday period of January 1 to December 31 for each calendar year. The current year's accrued vacation leave shall be completed no later than March 31 of the following year. All vacation leave is subject to two (2) weeks prior written approval from the **department head** giving consideration to the efficient operation of the **employer**. The employer shall pay vacation pay to the employee in an amount calculated according to the length of vacation leave taken on the employee's normal payday. Vacation pay will not be paid out. Subsequent to December 31 of each year, vacations will be scheduled by the **employer** if the employee fails to request vacation leave.
- 14.02** During the first year of employment and subsequent to the first year of continuous service, an annual holiday of three (3) weeks shall be provided to the employee and paid out at three fifty-seconds of the employee's wage for the year of employment or portion of the year of employment.
- 14.03** After each year of continuous employment subsequent to the eighth (8) year of continuous service, an annual holiday of four (4) weeks paid out at four fifty-seconds of the employee's wages for the year of employment preceding the entitlement to the vacation.
- 14.04** Subsequent to the eighteenth (18) year of cumulative continuous service with the **employer**, an annual holiday of five (5) weeks paid at five fifty-seconds of the employee's wages for the year of employment preceding the entitlement to the vacation.
- 14.05** When a holiday falls within an employee's annual vacation, the employee shall be given an additional day of annual vacation in lieu of the holiday at a time mutually agreeable between the employee and the **department head** and/or the **town administrator**.
- 14.06** Sick leave may be substituted for vacation where it can be established by the employee and substantiated by a **doctor's** certificate that an illness or accident occurred while on vacation. Should such illness or accident occur, it will be the responsibility of the employee to notify the **department head** and/or the **town administrator**.
- 14.07** All employees, other than full-time permanent employees, shall be paid vacation pay on each regular pay cheque.

ARTICLE 15 – SICK LEAVE

- 15.01** Permanent employees shall earn up to eight (8) hours of sick leave credits for each completed month of service, prorated based on regular scheduled hours worked (one (1) hour sick leave earned for every twenty (20) hours worked). Unexpended sick leave credits shall accumulate up to **three hundred eighty-four (384) hours**.
- 15.02** When employees have accumulated **three hundred eighty-four (384) hours of sick leave credit**, they may accumulate additional credits in the current year of service and upon completion of a current year of service, any unused portion of the accumulated credits in that year shall be forfeited.
- 15.03** Employees who have been appointed to a permanent position, and after they have been employed continuously in the permanent position for a period of sixty (60) days, will be eligible for payment for absence from work due to sickness to the extent they have established sick leave credits.
- 15.04** All employees employed by the Town of Kamsack will not be paid for any accumulated sick leave upon severance of employment with the employer.
- 15.05** Employees who are receiving benefits under the *Workers' Compensation Act* and/or regulations made thereunder shall not be paid for absence from work due to sickness.
- 15.06** Employees claiming sick pay under the provisions of this agreement shall be required to complete an employee absence report for each absence. Employees absent from work through sickness for a period of three (3) consecutive working days, or upon the request of the department head shall produce a medical certificate signed by a duly qualified medical practitioner certifying the said employee was unable to perform work due to personal sickness or the sickness of a family member per Article **15.07**.
- If employees fail to complete an absence report or produce a medical certificate satisfactory to the employer, they shall not be paid for the period of absence.
- 15.07** For the purpose of this article, sickness shall include non-occupational injury or injury not covered by the *Workers' Compensation Act* or SGI and/or regulations made thereunder, provided, however, that absence from work due to illness or injury resulting from misconduct on the part of an employee shall not be paid for.
- 15.08** The employer reserves the right to call for an examination of any employee who is absent from work due to sickness. Such examination shall be conducted by a duly qualified medical practitioner.

- 15.09** Employees who are absent from work due to sickness shall, whenever possible, notify their department head one-half (1/2) hour prior to commencement of their regular workday. Failure to do so, unless notification is shown to have been unavoidable and satisfactory proof of disability is furnished, may deprive such employees of such sick leave as normally would have accrued to them.
- 15.10** In the event employees are laid off, they shall retain their sick leave credits for twelve (12) consecutive months.
- 15.11** Employees may be able to use up to forty (40) non-cumulative sick leave hours per year to attend to family medical matters where they have the sole duty of care or in cases of life-threatening emergencies. Employees shall provide their immediate supervisor with three (3) days' written notice for such approved leaves whenever possible.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01** Employees wanting a leave of absence without pay shall provide reasonable written notice to their department manager. The leave may be granted insofar as the regular operation of the department will permit and upon approval by the town administrator or assistant administrator. Leave of absence shall be granted up to six (6) months at a time but may be extended upon agreement between the employer and employee.
- 16.02** Any members of the union who are appointed delegates to attend conventions, conferences, and meetings in connection with union affairs shall provide reasonable written notice to their department head and be granted leave of absence, without pay, to attend same. The employer shall reserve the right to limit the number of employees absent on such leave at any one time.
- 16.03** Special leave of absence with pay shall be granted to permanent employees at the discretion of and subject to the approval of the town administrator for reasons such as pressing emergency or compassionate cause. Such leave of absence shall be deducted from the employee's accumulated sick leave credits. An employee absent report shall be required when sick leave credits are used for the foregoing reasons.
- 16.04** Employees are entitled to five (5) unpaid days of bereavement leave where employees suffer a death in their immediate family. Up to three (3) of the bereavement leave days will be provided with pay to permanent employees. Immediate family is defined as the employee's spouse, parent, grandparent, child, grandchild, sibling, and the spouse of the sibling as well as the employee's spouse's parent, grandparent, child, grandchild, sibling, and the spouse of the sibling.
- 16.05** Maternity, parental, adoption, interpersonal violence, compassionate care, crime-related death or disappearance, organ donation, critically ill child/adult, and other legislative leaves shall be granted in accordance with the provisions set out in the laws and regulations of the Province of Saskatchewan.

ARTICLE 17 – BENEFITS

17.01 Employee Benefits

a) Benefit Coverage

The parties agree that employees shall be covered by the **group benefits plan offered by the Saskatchewan Urban Municipalities Association (SUMA) that includes the following:**

- **Basic Life Insurance: the employer shall pay one hundred percent (100%).**
- **Additional Life Insurance (at the employee's option): the employee shall pay one hundred percent (100%).**
- **Basic Accidental Death and Dismemberment: the employer shall pay one hundred percent (100%).**
- **Additional Accidental Death and Dismemberment (at the employee's option): the employee shall pay one hundred percent (100%).**
- **Extended Health Care Plan A: the employer shall cost share on a 60/40 basis.**
- **Dental Plan B: the employer shall cost share on a 60/40 basis.**
- **Vision care: the employer shall cost share on a 60/40 basis.**
- **Short-term disability: the employer shall pay one hundred percent (100%).**
- **Long-term disability: the employee shall pay one hundred percent (100%).**

b) Changes to Benefits

The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.

c) Change of Carriers

The employer, in consultation with the union, may substitute another carrier for any plan, provided the benefits remain the same.

d) Continuation of Pension and Benefits

Employees on long-term disability will continue on the group benefits plan as described above for the first year. For the second and third years, the employee may choose to continue their pension and/or group benefits by contributing one hundred percent (100%) of the premiums. Thereafter, the employee would be required to transition into an exterior benefit plan.

Employees may choose to continue their pension and/or group benefits by contributing one hundred percent (100%) of the premiums during an approved leave of absence.

17.02 Pension Plan

- a) All permanent employees shall join the Municipal Employees' Pension Plan (MEPP).
- b) All non-permanent and seasonal employees shall be given the option to opt into the pension plan.
- c) The employer and employee shall make contributions in accordance with the provisions of the plan.

ARTICLE 18 – WORKERS' COMPENSATION SUPPLEMENT

18.01 When permanent employees are injured in the course of employment with the **employer**, and it is deemed that Workers' Compensation benefits are payable under the *Workers' Compensation Act*, the **employer** shall pay the difference between the Workers' Compensation Board payments and the employee's regular rate of pay for the first sixty (60) days. The **employer's** payments shall cease after sixty (60) days.

18.02 In the event the Workers' Compensation Board determines that the injury is not compensable under the *Workers' Compensation Act*, the amount advanced by the **employer** shall be reimbursed by the employee.

18.03 When a permanent employee returns to work in less than a full-time capacity, they shall earn sick and vacation credits proportionate to the hours worked.

ARTICLE 19 – RESIGNATION

19.01 At least two (2) weeks' notice of resignation shall be given in writing, **with signature**, by prepaid registered mail, hand-delivered, or **electronic mail** to the town administrator.

ARTICLE 20 – SAFETY AND HEALTH

20.01 The **employer** shall observe all reasonable precautions and provide all safety devices or appliances that may be reasonably required for the ample protection of employees. All employees shall cooperate with the **employer** in the prevention of accidents and will, from time to time, as the occasion requires, make such representations to the **employer** as to the prevention of accidents as may be considered necessary. The **parties** agree to jointly establish and maintain an occupational health committee in accordance with the

terms and conditions of *The Saskatchewan Employment Act*. Employees failing to follow safety rules and regulations or failing to use required safety equipment may be subject to disciplinary action.

ARTICLE 21 – EMPLOYEES PERFORMING SUPERIOR DUTIES

- 21.01** When employees are required to replace other employees temporarily in any one higher-paid position for more than one (1) day, they shall be paid the minimum rate which has been established for the higher paid position. Under no circumstances shall an employee be paid a higher rate than the maximum wage which has been established for the higher position.
- 21.02** When employees are required to replace the incumbent of a higher paid out-of-scope position, they shall be paid an additional amount equal to no less than ten percent (10%) of their normal rate of pay.

ARTICLE 22 – ATTENDANCE AT MEETINGS

22.01 Labour Management Committee

A labour management committee consisting of representatives of the union and representatives of the employer will meet twice (2) per year, or more frequently, if necessary, at a mutually agreed time and place. The committee shall consist of the town administrator and one (1) other member appointed by the employer plus the local union president and one (1) other member appointed by the union. Employees will not suffer any loss of pay for time spent with this committee.

The labour management committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this collective agreement. The committee will have the ability to make recommendations to the union and the employer with respect to its discussions and conclusions.

ARTICLE 23 – GRIEVANCE PROCEDURE

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

23.02 Recognition of Grievance Committee

To provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union grievance committee, which shall include up to two (2) representatives of the union.

23.03 Handling of Grievances During Work Hours

Members of the grievance committee, as well as the aggrieved employee(s), have the right to leave assigned duties for a reasonable period so as not to disrupt the employer's business to discuss any grievance with appropriate representatives of the employer. The employee(s) shall not lose any pay or other benefits for time so spent.

23.04 Settling of Grievances

At each step of the grievance procedure, the grievor shall have the right to be present. An earnest effort shall be made to settle grievances fairly in the following manner:

Step 1

In the event of a grievance arising, following an informal discussion between the employee and/or union with the employee's direct out-of-scope manager, the aggrieved employee shall, within ten (10) consecutive working days after the occurrence of a grievance, state their grievance in writing addressed to the union. The union shall, within ten (10) consecutive working days after receipt of a grievance, make a submission to the appropriate department manager or designate, with a copy to the town administrator. Any grievance submitted shall be in writing and shall specify the article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violation, and the redress or adjustment requested. A hearing shall be held within ten (10) consecutive working days of the application being made. The department manager or designate shall, within seven (7) consecutive days following the hearing, give their decision and reasons in writing to the union, with a copy to the grievor and town administrator.

Step 2

If the union is not satisfied with the decision at Step 1, they shall notify the town administrator in writing of their intention to advance the grievance within ten (10) consecutive working days after receipt of the decision and reasons. **A hearing shall be held within ten (10) consecutive working days of the application being made.** The town administrator shall make known their decision and reasons in writing to the union, with a copy to the grievor and department manager within seven (7) consecutive days after the day of the hearing.

Step 3

Any grievance not settled by the procedure described in Steps 1 and 2 may be referred to arbitration by either party to this agreement. The referral must be made within fifteen (15) consecutive working days of the date of the town administrator's decision.

23.05 Mediation

By mutual consent, the parties may agree to use the services of a mediator to resolve grievances prior to arbitration. The parties agree to share equally the fees and expenses of the mediator.

23.06 Arbitration

- a) When either party requests that a grievance be submitted to a **board of arbitration**, the request shall be made by email followed by hand delivery or facsimile or hand delivery or facsimile followed by email addressed to the other party and shall indicate the name of the initiating party's nominee to the **arbitration board**. Within fourteen (14) calendar days of receipt of the request, the other party shall answer by email followed by hand delivery or facsimile or facsimile followed by email indicating the name and address of its nominee to the **arbitration board**. The two (2) nominees shall select an impartial chairperson.
- b) If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within fourteen (14) days of the last nominee's appointment, either party may request that the Minister of Labour for the Province of Saskatchewan make the appointment.
- c) The board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the **board**. It shall hear and determine the difference or allegation and render a decision after the conclusion of the hearing.
- d) The decision of the majority shall be the decision of the **board**. The decision of the **board of arbitration** shall be final and binding and enforceable on all parties, but in no event shall the **board of arbitration** have the power to change this agreement or to alter, modify, or amend its provisions. However, the **board** shall have the power to dispose of any discharge or grievance by any arrangement which, in its opinion, it deems just and equitable.
- e) Should the parties disagree as to the meaning of the **decision**, either party may apply to the **chairperson of the board** to clarify the decision, which it shall do within three (3) days.
- f) Each party shall pay the fees and expenses of its own nominee and shall each pay one-half (1/2) the fees and expenses of the chairperson.
- g) This section shall, at all times, be subject to the provisions of the laws of the Province of Saskatchewan and regulations thereunder and not in any sense be in derogation of the rights of the parties under the law.
- h) Notwithstanding the provisions of clauses **a) through g)** of this article, the **employer** and the **union** may, by mutual consent, waive the provisions to refer the grievance to a **board of arbitration** and elect to take the grievance to a single **arbitrator** whose decision shall be final and binding and enforceable on all parties. In such event, it is agreed that each party shall pay one-half (1/2) of the cost of the fees and expenses of the **arbitrator**.

23.07 Time Limits

The time limits specified in this article may only be extended by agreement of the employer and the union in writing. In the absence of such agreement, the following shall apply:

- a) Should the employer fail to reply within the required time limits, the grievance shall be deemed to be upheld.
- b) Should the union or the employee fail to proceed within the required time limits, the grievance shall be deemed to be abandoned.

ARTICLE 24 – DISCIPLINE AND DISMISSAL

It is the policy of the employer to afford employees the opportunity to improve unsatisfactory conduct or work performance, and the employer will make reasonable effort to resolve issues with respect to employee performance through discussion and consultation with the employee prior to initiating disciplinary action.

The parties to this agreement recognize that a coaching/counselling process usually precedes the discipline process.

The employee shall be given an opportunity to provide a defence for their actions prior to any disciplinary action being taken.

24.01 Progressive Discipline

The parties to this agreement recognize and agree the usual steps of corrective/progressive discipline:

- 1) Verbal reprimand**
- 2) Written reprimand**
- 3) Unpaid suspension**
- 4) Dismissal**

It is understood that normal progression may be altered based on the severity of the offence/misconduct.

The parties acknowledge the right of employees to have any differences regarding disciplinary action or dismissal heard through the grievance and arbitration procedure.

24.02 Designation of Supervisor

Every employee shall be notified of the name of the immediate designated supervisor.

24.03 Right to have Union Representative Present

An employee will have the right to have a union representative present at any discussion with the direct manager, which the employee believes might be the basis of disciplinary action. Where a direct manager intends to interview an employee for disciplinary purposes, the direct manager will notify the employee and union in advance of the purpose of the interview. The employer will also notify the employee of their right to have a union representative present at the interview.

24.04 Adverse Report

The employer will notify an employee in writing the reasons for discipline, with copies to the union. For verbal reprimands, the employer must provide the reasons for discipline in writing within ten (10) working days of the meeting. The employee has the option to reply to such complaint, accusation, or disciplinary action in writing and the document shall become part of their record.

24.05 Disciplinary Action

The record of employees shall not be used against them at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports. Failure to grieve previous discipline or to pursue a grievance to arbitration shall not be considered an admission that such discipline was justified.

24.06 Access to Personnel File

An employee will have the right, during normal business hours of the administration office, to have access to and review their personnel file. The employee is entitled to receive a copy of the file if requested.

An employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee and the union.

ARTICLE 25 – CLASSIFICATIONS AND RATES OF PAY

25.01 The **employer** and the **union** agree that the classifications and rates of pay set forth in Schedule “A” hereto and which form part hereof constitute the classifications and rates of pay for all employees of the **employer** during the term of this agreement.

25.02 All employees of the **employer** shall be paid bi-weekly by direct deposit.

ARTICLE 26 – TERM OF AGREEMENT

26.01 Effective and Expiry Dates

The terms and conditions contained in this collective agreement shall be deemed to have come into effect on January 1, 2024 and shall remain in effect until December 31, 2026, and shall remain in force thereafter on the same terms and conditions unless written notice thereof is given by either party to the other in the manner hereinafter provided.

26.02 Renegotiation

Either party wishing to negotiate a revision of this agreement shall give not less than sixty (60) days nor more than one hundred twenty (120) days notice to the other party prior to the expiry date of this agreement.

26.03 Exchange of Proposals

After an initial exchange of proposals, no other item shall be thereafter introduced for negotiation unless mutually agreed to by both parties.

26.04 Agreement Operative

If either party serves a notice to negotiate a revision thereof in the manner hereinbefore provided, this agreement shall remain in full force and effect during such negotiation until a new agreement is executed unless modified by such new agreement.

26.05 This agreement is subject to the ratification procedures of both parties.

26.06 All amendments contained herein will be adjusted upon the signing of the amended agreement by both parties and will apply to employees falling within the scope of this agreement who were on the payroll of the employer as of the date of signing.

SCHEDULE "A"

CLASSIFICATION		December 31, 2023	January 1, 2024	January 1, 2025	January 1, 2026
			6%	5.5%	5%
Public Works					
Public Works I	1 Year	\$17.97	\$19.05	\$20.10	\$21.10
PW I	2 Year	\$18.95	\$20.09	\$21.19	\$22.25
	3+ Year	\$19.94	\$21.14	\$22.30	\$23.41
Public Works II					
Public Works II	1 Year	\$20.37	\$21.59	\$22.78	\$23.92
PW II	2 Year	\$21.03	\$22.29	\$23.52	\$24.69
	3+ Year	\$21.68	\$22.98	\$24.24	\$25.46
Public Works III					
Public Works III	1 Year	\$22.35	\$23.69	\$24.99	\$26.24
PW III	2 Year	\$23.00	\$24.38	\$25.72	\$27.01
	3+ Year	\$23.66	\$25.08	\$26.46	\$27.78
Public Works IV					
Public Works IV	1 Year	\$24.31	\$25.77	\$27.19	\$28.55
PW IV	2 Year	\$24.98	\$26.48	\$27.94	\$29.33
	3 Year	\$25.63	\$27.17	\$28.66	\$30.10
	4+ Year	\$26.28	\$27.86	\$29.39	\$30.86
Mechanical Repairperson					
	1 Year	\$23.99	\$25.43	\$26.83	\$28.17
	2 Year	\$24.98	\$26.48	\$27.94	\$29.33
	3 Year	\$25.95	\$27.51	\$29.02	\$30.47
	4+ Year	\$26.94	\$28.56	\$30.13	\$31.63
*Heavy Duty Mechanic Journeyperson					
Water Treatment Plant					
Classification		December 31, 2023	January 1, 2024	January 1, 2025	January 1, 2026
			6%	5.5%	5%
Water Treatment Plant	Level 1	\$23.66	\$25.08	\$26.46	\$27.78
	Level 2	\$24.98	\$26.48	\$27.94	\$29.33
	Level 3	\$26.28	\$27.86	\$29.39	\$30.86
	Level 4	\$27.60	\$29.26	\$30.87	\$32.41

Administrative Clerks					
Classification		December 31, 2023	January 1, 2024	January 1, 2025	January 1, 2026
			6%	5.5%	5%
Accounts/Admin	1 Year	\$19.86	\$21.05	\$22.21	\$23.32
	2 Year	\$20.85	\$22.10	\$23.32	\$24.48
	3 Year	\$21.83	\$23.14	\$24.41	\$25.63
	4+ Year	\$22.82	\$24.19	\$25.52	\$26.80
Completion of LGA certificate adds \$1.50 to year rate.					
Swimming Pool Staff					
			January 1, 2024	January 1, 2025	January 1, 2026
Yearly Increase				\$1.00	\$1.00
	Junior Lifeguard		\$14.00	\$15.00	\$16.00
	Level 1		\$15.00	\$16.00	\$17.00
	Level 2		\$17.50	\$18.50	\$19.50
	Level 3		\$19.00	\$20.00	\$21.00

Additional Notes:

- * If an employee possesses journeyman certification upon hire or obtains journeyman certification after hire, their wage rate will be determined by mutual agreement between the parties.

SCHEDULE "B"

Clothing Provision

- a) Three (3) pairs of coveralls will be provided for the incumbent of the position of mechanic. The employer shall be responsible for the purchasing, cleaning, and replacement of these coveralls.
- b) Employees required to work in water, muck, oil, or asphalt shall be supplied with rubber boots, gloves, and such other garments and protective devices as the safety committee may consider necessary and recommend.
- c) Employees required to work on garbage trucks will be supplied with rain gear as required.
- d) The employer shall provide an annual **clothing and** footwear allowance of **one hundred seventy-five dollars (\$175.00) on the employee's anniversary date** to each permanent employee required to wear **specific clothing or footwear for work**.