

COLLECTIVE BARGAINING AGREEMENT

between



and

STRONGER TOGETHER



January 1, 2023 – December 31, 2025

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THIS AGREEMENT MADE THIS _____ DAY OF _____, 2024

ARTICLE 1 – PREAMBLE

- 1.01 It is the purpose of both parties to the 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 all matters pertaining to employment and working conditions.
 - c) To encourage efficiency in operations.
- 1.02 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 – RECOGNITION AND NEGOTIATIONS

2.01 The Employer recognizes the Canadian Union of Public Employees Local 2582 as the sole and exclusive bargaining agent for all of its employees save and except the City Manager, City Clerk, Director of Corporate Services, Director of Infrastructure and Planning, Director of Recreation and Community Services, Community Economic Development Manager, Human Resources and Safety Manager, **Safety Coordinator, Fire Chief, Deputy Fire Chief, Infrastructure Manager**, Planning Manager, Parks and Facilities Manager and hereby agrees to negotiate with the Union, or any of its authorized committees.

2.02 Management Rights

The Union acknowledges that it is the exclusive right of the City to plan, direct and manage the affairs of the City and direct the workforce subject to the terms of this Agreement.

ARTICLE 3 – DEFINITIONS - NO DISCRIMINATION

Definition of Employee

- 3.01 “Permanent Employee” subject to probation provisions, “permanent employee” shall be defined as an employee holding a position which has been posted and recognized by the Employer as a permanent position.
- 3.02 “Permanent Full-Time Employee” shall be defined as an employee who has been assigned a permanent full-time position, is typically scheduled to work full-time hours and has successfully completed the probation period.

- 3.03 “Permanent Part-Time Employee” shall be defined as an employee who has been assigned a permanent part-time position, who is typically scheduled to work less than full-time hours and has successfully completed the probationary period.
- 3.04 “Temporary Employee” shall be defined as being an employee holding a position of limited duration. Such positions shall be subject to review with the Union after twelve (12) months as to continuation, **except for maternity/paternity leaves which shall be for a duration of up to eighteen (18) months.**
- 3.05 “Seasonal Employee” shall be defined as an employee who is appointed to a seasonal position and who is subject to layoff because the nature of the work is cyclical. **After an employee has accumulated two thousand and eighty (2080) hours, they shall be paid at the next step for their position in Schedule “A”.**
- 3.06 “Casual Employee” shall be defined as an employee who is either on an availability list or a call-in list.
- 3.07 The terms “qualifications” or “qualified” shall be defined to include knowledge, experience, ability, training and/or education as determined by the Employer.
- 3.08 Discrimination and Harassment

The following does not limit access to rights or provisions under *The Saskatchewan Employment Act* or *The Saskatchewan Human Rights Code*.

Discrimination:

There shall be no discrimination or harassment with respect to any employee by reason of age, race or **perceived race**, disability, creed, colour, ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, **family status, receipt of public assistance, place of origin**, criminal record that has no relevance to the duties of the employee’s position, nor by reason of membership or activity in the Union.

Anti-Harassment Policy Statement:

Harassment is illegal under *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act*. It is the Employer’s responsibility to provide a workplace free from harassment.

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within *The Saskatchewan Human Rights Code* and *The Saskatchewan Employment Act*.

ARTICLE 4 – UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership:

Every employee who is now or later becomes a member of the Union shall maintain membership in the Union as a condition of the employee's employment.

Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of the employee's employment.

Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the Union shall, as a condition of the employee's employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-Off Payments:

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-laws.

5.02 Deductions:

Deductions shall be made bi-weekly from payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

5.03 Dues Receipts:

The Employer agrees to record all Union dues paid in the previous year on the Employee's income tax (T4) slips.

ARTICLE 6 – THE EMPLOYER & THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees:

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles 4.01 and 5.01.

6.02 Where the Employer conducts staff orientation sessions, the Union will be provided fifteen (15) minutes during such session to make a presentation about membership in the Union.

ARTICLE 7 – LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Union Bargaining Committee:

The Union Bargaining Committee shall be elected or appointed and shall be recognized by the Employer. The Union will advise the Employer of the Union nominees to the Committee. The Committee will include the Local Union President and up to three (3) other Union members.

7.02 Time Off for Meeting:

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer without loss of remuneration.

7.03 A Labour Management Committee has been established to promote discussion of items of concern relating to working conditions. Time spent at such meetings shall be considered as time worked.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Informal Discussion:

The parties agree that they shall endeavour to resolve concerns through an informal process prior to initiating the grievance procedure by first addressing the issue with the department Supervisor and Manager. If the complaint cannot be resolved through the informal process, either party may proceed to file a formal grievance as provided herein.

Definition of Grievance:

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

8.02 Settling of Grievances:

An earnest effort shall be made to settle grievances fairly and promptly in the following manner; however, nothing shall preclude the parties from attempting to resolve any grievance at any step throughout the grievance procedure.

Any grievance submitted shall specify, **in writing**, the article and section of the Agreement alleged to have been violated, **the circumstances and occurrences leading to the alleged violation**, and the redress or adjustment requested.

No grievance shall be considered which is not presented at Step 1 within fourteen (14) calendar days after the event or circumstances giving rise to the grievance came to the attention of or should have come to the attention of the employee or employees concerned.

STEP 1:

If an employee believes that any of the provisions of this Agreement affecting the employee have not been properly observed, the employee may, with a Shop Steward **or Union Representative**, submit the **written grievance to the Director of the department concerned and the Human Resources and Safety Manager**. Failing settlement within fourteen (14) calendar days of the date it was submitted, the grievance will be put in writing and submitted in Step 2.

STEP 2:

The written grievance will be submitted to the City Manager who shall arrange a meeting with the Union. The City Manager shall hear the appeal within fourteen (14) calendar days after it has been filed with **them** and shall give **their** decision within **fourteen (14) calendar** days after the conclusion of the hearing. Failing settlement at Step 2 the grievance may be submitted at Step 3.

STEP 3:

Either party may refer the grievance to arbitration by giving written notice to the other party of their intentions to do so within thirty (30) days of the Step 2 decision.

- a) The Arbitration Board shall be established in accordance with *The Saskatchewan Employment Act*.
- b) The **Arbitrator/Board of Arbitration** shall not have the power to change this agreement or to alter, modify or amend any of its provisions. The decision of the **Arbitrator/Board of Arbitration** shall be final and binding on the parties to the dispute.
- c) **Where a grievance has been referred to arbitration the parties may agree to attempt to resolve the grievance through an alternate dispute resolution process.**
- d) **The Union and the Employer will equally share the costs and expenses of the Arbitrator.**
- e) **Where the parties fail to agree on the appointment of an Arbitrator within thirty (30) working days, either party may request the Minister to make an appointment.**

8.03 Replies in Writing:

Replies to grievances stating reasons shall be in writing at all stages.

8.04 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by written consent of the parties to this agreement. **Should the grievance not be presented or advanced by the Union at any step of the grievance procedure within the prescribed time limits it shall be deemed to have been abandoned. Failure of the City to answer in any of the above steps within the time limits will automatically move the grievance to the next step in the grievance procedure.**

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discipline Procedure:

The employee shall be notified promptly by the Employer, in writing, with a copy to the Union President, with full disclosure of the reasons for any disciplinary action.

9.02 An employee shall have the right to have a Union Representative present at any discussion with the Employer which may be referred to as disciplinary.

9.03 Employees shall have access to their personnel records and have the right to a copy of anything on their record. If the employee disagrees with anything on their record they can respond to it in writing, and the response shall form part of their record. The employee can challenge the accuracy of anything on their record under the Grievance Procedure, and the outcome of that process shall become part of their record.

9.04 Any record of discipline shall be removed from the employee’s personnel file after a period of thirty-six (36) months following the date of the discipline, provided that during this period no subsequent disciplinary documents are placed in the employee's file. It is the Employee’s responsibility to notify the Employer to remove the document after this period.

ARTICLE 10 – SENIORITY

10.01 Seniority Defined (Type of Seniority Unit):

Seniority is defined as the length of service by permanent employees in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List:

a) The Employer shall maintain a seniority list of permanent employees 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 once each year. Non-Permanent Employees shall not accrue seniority.

b) Non-Permanent Employees are defined as those employees who hold a temporary, seasonal and/or casual position.

10.03 Probation for Newly Hired Employees

- a) **Each new permanent full-time and permanent part-time employee hired for any position with the Employer shall be required to serve a full six (6) month probationary period (equivalent full-time hours for part-time), during which time their employment may be terminated if it is considered that said employee is not capable of fulfilling the duties of such position.**
- b) **The Probationary Period for permanent part-time employees shall be the equivalent of full-time hours. They must work a sum of either 975 or 1040 hours depending on whether the position is based on a 37.5 or 40 hour work week. The probation period for part-time employees shall not exceed one (1) year from date of hire.**
- c) **Probationary employees shall be paid at 90% of the rate of pay during the probation period for the position as listed in Schedule “~~A~~ B”.**

10.04 Loss of Seniority:

Permanent employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. A permanent employee shall only lose seniority in the following circumstances:

- a) If discharged for just cause.
- b) Resignation in writing.
- c) An absence from work without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d) Failure to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- e) Laid off due to lack of work for a period of twelve (12) months.

ARTICLE 11 – PROMOTIONS AND STAFF CHANGES

11.01 Job Posting:

When a permanent position vacancy occurs or a new position is created within the bargaining unit, and the Employer determines the vacancy will be filled, the Employer shall immediately notify the Union in writing and post, for a minimum of one (1) week, notice of the position in the Employer's offices, shops, and on all bulletin boards at the following locations:

- City Hall – staff room
- Public Works – staff room
- Sports Centre – office
- MAP – office
- Pool Office – guard room (**seasonally dependent**)
- Northridge Centennial Community Centre – office
- Library – supply room

11.02 Information in Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in a discriminatory manner.

11.03 Role of Seniority in Promotions and Transfers:

- a) In making promotions, appointment shall be made of the applicant with the greatest seniority provided the applicant possesses the necessary qualifications and ability to perform the work. **The Union will be notified, in writing, of the successful candidate.**
- b) Notwithstanding 1), promotions or transfers to any supervisory positions within the scope of the bargaining unit shall be at the sole discretion of the Employer.
- c) If the appointment is not made **within twenty-one (21) days**, the Union will be **notified**.

11.04 Trial Period:

- a) **When a job vacancy or new position is filled by an existing employee, the employee concerned shall serve a trial period of ninety (90) worked days.** Within this period, the employee may voluntarily return or be returned by the Employer, to the position formerly occupied, without loss of seniority.
- b) **The trial period does not apply to certain positions, where employees are advancing to the next pay level of the same role, which is typically based on attainment or completion of specific training, certification, and/or experience. The Union will be notified of such advancements.**
- c) **During the trial period the employee will receive ninety-five percent (95%) of the full rate of pay for the position as listed in Schedule "C".**

ARTICLE 12 – LAYOFFS AND RECALLS

12.01 Role of Seniority in Lay-offs:

In the event of a lay-off or recall, permanent employees shall be laid off in the reverse order and recalled in the order of their seniority providing that the senior employees have the qualifications and ability to do the available work. Non-permanent employees shall not have the right to recall.

12.02 Grievance on Lay-offs and Recalls:

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

12.03 Notice of Lay-off:

Notice of lay-off shall be in accordance with *The Saskatchewan Employment Act, Subdivision 12, as follows:*

Employee's Period of Employment	Minimum Period of Written Notice
more than thirteen (13) consecutive weeks but one (1) year or less	one (1) week
more than one (1) year but three (3) years or less	two (2) weeks
more than three (3) years but five (5) years or less	four (4) weeks
more than five (5) years but ten (10) years or less	six (6) weeks
more than ten (10) years	eight (8) weeks

ARTICLE 13 – HOURS OF WORK

13.01 a) Regular Hours

Clerical & Custodian

Staff will receive **fifteen (15)** Flex EDO's per year and must use **seven (7)** of them prior to July 1st of each calendar year. 4 EDO's may be carried over into the next calendar year but must be used by March 31 of that year.

Outside

Staff will receive **seventeen (17)** scheduled EDO's for the calendar year.

EDO's are not applicable to less than full-time permanent employees unless otherwise scheduled.

b) Averaging of Hours of Work

The hours of work for the Recreation Facility Custodian, Recreation Program Supervisor, Recreation Program Coordinator and Recreation Facilities Operators (during Sports Centre operating season) shall be unregulated within any workday. The total hours of work shall average eight (8) hours per day times the number of normal working days in a two (2) week period. All hours in excess of eighty (80) hours in a two (2) week period shall be paid at overtime rates, subject to prior employer approval.

i. The following terms shall apply:

The total hours of work shall be an average of either seven and one-half (7.5) or eight (8) hours per day, for a total of seventy-five (75) or eighty (80) hours over a two (2) week period.

ii. Overtime shall be paid:

In the amount of one and one-half (1.5) times the hourly rate for:

- All hours of work over the full-time hours of work in a two (2) week period (75 or 80) hours.
- All hours of work over ten (10) in one (1) day up to twelve (12) hours.

In the amount of two (2) times the hourly rate for:

- All hours of work beyond twelve (12) hours per day.
- All hours of work outside a twelve (12) hour split shift block of time.

iii. Split shifts shall be limited as follows:

- There shall be a maximum of two (2) shifts per workday; each shift will be a minimum **three (3)** hours in duration.
- All shifts must be completed in a twelve (12) hour period or be paid overtime at the rate of two (2) times the hourly rate.

iv. Employees shall not work more than six (6) consecutive days. Employees will have two (2) uninterrupted days of rest in every week.

13.02 Paid Rest Period:

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift.

The timing of an Employee's paid rest period is flexible in order to maintain adequate customer service and meet operational requirements.

13.03 Work Schedule:

Bi-weekly work schedules shall be prepared two (2) weeks in advance, setting out the hours of work as provided for in 13.01.

13.04 Water and Wastewater Checks:

The Director of Infrastructure and Planning may schedule trained and certified employees to work for two (2) hours on Saturdays and Sundays to perform required checks. Employees scheduled for overtime shall receive four (4) hours each day for working on the weekend. This will accumulate to one (1) earned day off per weekend and a separate record of the days earned and taken will be kept. Each earned day off must be taken within the following week.

ARTICLE 14 – OVERTIME

14.01 Overtime Defined:

All authorized time worked in excess of a full day or full week as defined in Article 13 shall be considered overtime. All overtime must be authorized by the Director or designate prior to being worked.

14.02 Compensation for Overtime:

Overtime work shall be paid for at the rate of time and one-half (1 ½) for the first four (4) hours and double time (2x) thereafter.

14.03 Compensation for Work on Scheduled Days Off:

Overtime worked on scheduled days off shall be paid for at the rate of double time (2x).

14.04 Compensation for Work on Paid Holidays not Regularly Scheduled:

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of double time (2x) for the work performed. If the employee works half or more of their normal scheduled shift they will receive an equivalent amount of additional time off without loss of regular pay.

14.05 Call Back Pay Guarantee:

An employee who is called back to work after having completed the regular work schedule shall be paid for a minimum of two (2) hours at time and one-half (1 ½).

14.06 Time Off in Lieu of Overtime:

Employees who are required to work overtime may, at their option, take time off in lieu of overtime at applicable overtime rates at a time selected by the employee and agreed upon by the Employer. Such time must be taken within the calendar year, no later than November 30th. If the accumulated time in lieu is not requested and approved for use by November 30th, the Employer will pay the remaining unscheduled time in lieu in the first pay period in December. Any time off in lieu accrued between December 1st and December 31st will be carried over to the following year. Time off in lieu of overtime shall not exceed eight (8) regular days banked at any one time.

14.07 Sharing of Overtime:

When overtime work is required, the City agrees to the dividing of hours of overtime, where practical among qualified employees who normally perform the available work.

- 14.08 Employees who are required to work extended overtime periods (i.e. in excess of four (4) consecutive hours of overtime), shall continue work at the double time rate for all subsequent hours worked until a break period of at least eight hours is provided. However, when the break period between “overtime work” and the next regular shift is less than eight hours, the City may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight-hour break. In such a situation, any employee so affected shall receive their full salary for that shift. In the event of “emergency circumstances” (as defined in *The Saskatchewan Employment Act*), the employee may not be entitled to a full eight-hour rest break. The employee shall continue to receive overtime rates of pay during this period.

ARTICLE 15 – HOLIDAYS

15.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

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

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

15.02 Compensation for Holidays Falling on Regularly Scheduled Days of Rest:

When any of the above-noted holidays falls on any employee’s day of rest and is not proclaimed as being observed on some other day, the following regularly scheduled day shall be deemed to be the holiday for the purpose of this Agreement.

15.03 Part Time Accrual of Paid Holidays:

Part Time employees will be paid one-twentieth (1/20) of their regular wages earned in the four (4) weeks prior to the paid holiday.

ARTICLE 16 – VACATIONS

16.01 Length of Vacation:

An employee shall receive an annual vacation with pay in accordance with years of employment as follows:

Up to and including the seventh (7th) year of employment – fifteen (15) days per annum.
(Accrue 1 ¼ working days for each month of service)

After the completion of seven (7) years of employment, in the eighth (8th) and subsequent years – twenty (20) days per annum.
(Accrue 1 2/3 working days per month during the seventh (7th) and subsequent years of service)

After the completion of fifteen (15) years of employment, in the sixteenth (16th) and subsequent years – twenty-five (25) days per annum.
(Accrue 2 1/12 working days per month during the fifteenth (15th) and subsequent years of service)

16.02 Compensation for Holidays Falling Within Vacation Schedule:

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay.

16.03 Vacation Pay:

Vacation pay for each week of vacation shall be at the rate of 3/52's, 4/52's or 5/52's of gross earnings, or current rate of pay, whichever is greater.

When an employee has worked less than a full year due to absence without pay, during the period in which their vacation entitlement is accrued, their vacation pay shall be pro-rated accordingly.

16.04 Vacation Schedule:

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the Employee and Employer.

16.05 Unbroken Vacation Period:

Employees shall receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and Employer.

16.06 Approved Leave of Absence During Vacation:

Where an employee qualifies for sick leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. An employee requesting sick leave will be required to produce a medical certificate from a qualified physician.

ARTICLE 17 – SICK LEAVE PROVISIONS

17.01 Sick Leave Defined:

Sick leave means the period of time an employee is absent from work with full pay by virtue of personal illness, or personal disability.

17.02 Annual Paid Sick Leave:

Fifteen (15) days' sick leave per year shall be earned by an employee at the rate of one and one-quarter (1 ¼) days for every month an employee is employed.

Less than full time employees' sick leave shall be prorated in accordance with hours worked each month.

17.03 Accumulation of Sick Leave:

The unused portion of an employee's sick leave shall accrue to a maximum of forty-five (45) days.

17.04 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave credits for all time absent from work due to sick leave. Deductions from sick leave credits shall be made for any hour or portion thereof.

17.05 Proof of Illness:

Employees claiming sick pay under the provisions of this agreement shall be required to complete and sign an absence report for each occurrence. Employees absent from work through illness for a period exceeding three (3) consecutive working days, or upon the request of the City, may be required to produce a medical certificate, signed by a duly qualified medical practitioner, certifying the employee was unable to perform their duties during the period for which the claim is made due to personal illness.

17.06 Sick Leave Records:

Once a year the Employer shall advise each employee in writing of the amount of sick leave accrued to their credit.

17.07 Family Illness:

An employee may use up to five (5) days of sick leave per calendar year (which shall not be cumulative) to attend to the sickness of the employee's spouse or child.

17.08 Appointment Leave:

It is recognized that it is not always possible to establish medical appointments outside working hours. If an employee has an appointment with a medical practitioner that cannot be made outside working hours, that employee may be eligible to use their accumulated sick leave. The Employer reserves the right to request a proof of appointment. The City shall reimburse the employee for any cost incurred for obtaining proof of appointment. It is the employee's responsibility to return to work as soon as possible after the appointment is fulfilled.

17.09 Duty to Accommodate:

Accommodation of employees within the workplace is a shared responsibility.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide a suitable modification or alternate employment to employees who are temporarily or permanently unable to return to their regular duties because of a disability or illness.

It will be the responsibility of the employee to provide the Employer with medical evidence of the limitations associated with the disability or illness.

ARTICLE 18 – LEAVE OF ABSENCE

18.01 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the normally scheduled working time involved in grievance procedures.

18.02 Leave of Absence for Union Functions:

Upon request to the Employer, up to two (2) employees elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay and benefits insofar as operations will permit. Leave of absence without pay but without loss of benefits shall be allowed for up to two (2) employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated insofar as operations will permit.

18.03 Leave of Absence for Full-Time Union or Public Duties:

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office (except for Martensville City Council) shall be allowed leave of absence without loss of seniority during their term of office.

18.04 Paid Leave for Bereavement and Serious Illness:

- a) An employee shall be granted up to five (5) regularly scheduled consecutive work days without loss of pay and benefits in the case of death of a spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild.
- b) An employee shall be granted up to three (3) regularly scheduled consecutive work days without loss of pay and benefits in the case of serious illness of a spouse, common-law spouse, son, son- in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild. This provision shall not be granted more than once in a six month period.

Serious illness shall be defined as an emergent or life-threatening situation. While respecting privacy, the Employer may request confirmation of the emergent situation.

- c) Subject to prior written approval from the City Manager, two (2) additional days may be granted where travel outside the province is necessary or for other extenuating circumstances.

18.05 Personal Day:

Employees are entitled to one (1) personal day off with pay per calendar year. An unused day may be carried over to the next year, for a maximum accumulation of two (2) days. Except in the case of an emergency, employees shall prearrange this day off with their supervisor.

Personal days for part-time employees will be prorated based on the number of hours worked.

18.06 Maternity/Parental Leave:

- a) Service Requirements for Maternity Leave:

An employee shall qualify for maternity leave after completion of **their** probationary period.

- b) Length of Maternity/Parental/Adoption Leave:

Maternity/Parental/Adoption Leave shall be granted without pay in accordance with the applicable legislation.

- c) Seniority Status During Maternity/Parental Leave:

While on such leave an employee shall retain their full employment status but shall not accumulate any benefits under the terms of this Agreement, and shall not lose any accumulated benefits that were accrued prior to going on leave. An employee on leave shall continue to accrue seniority during their leave.

d) Employer Payment of Employee Benefits During Maternity/Parental Leave:

During the period of maternity leave the Employer shall continue to pay the Group Life Insurance, Weekly Indemnity, Long Term Disability, Health Spending Account and Dental Plan premiums for the employee.

e) Procedure Upon Return from Maternity/Parental Leave:

When an employee decides to return to work after maternity/parental leave, they shall provide the Employer with at least four (4) weeks' notice. On return from maternity/parental leave, the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position.

18.07 Time Off for Elections:

Employees shall be allowed three (3) hours before the closing of the polls for any federal election, or that time required by law for provincial or municipal elections.

18.08 Paid Jury or Court Witness Duty Leave:

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their own employment shall be considered as time worked at the appropriate rate of pay.

18.09 General Leave:

An employee may be entitled to a leave of absence without pay and without loss of seniority when they request such leave in writing for good and sufficient cause.

18.10 Employees upgrading their qualifications may be allowed one (1) day of study time on City premises during their regular work scheduled paid by the Employer. The request must be approved at least two (2) days in advance by the Director or designate.

18.11 Interpersonal Leave

Employees are entitled to Interpersonal Leave as per *The Saskatchewan Employment Act*.

ARTICLE 19 – PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days:

The Employer shall pay salaries and wages bi-weekly in accordance with Schedules “A, B and C” attached hereto and forming part of this agreement.

19.02 Pay on Temporary Transfers, Higher Rated Job:

When an employee is **assigned and** temporarily relieves in or performs the **principle** duties of a higher paying position, **for two (2) consecutive days or more**, they shall receive the **hourly** rate for the job, except in training situations.

Subject to operational needs or whenever possible, the most senior qualified employees in the classification shall be the first to be requested to temporarily relieve.

19.03 Pay on Transfer, Lower Rated Job:

When an employee is temporarily assigned to a position paying a lower rate, their rate of pay shall not be reduced.

19.04 Standby Provision:

The Employer is responsible for setting and approving standby assignments and schedules.

Compensation will be provided to an employee who is required to be on standby at times other than their regular shift, at a minimum of two (2) hours for each regular work day at their regular rate of pay and two and one half (2 ½) hours for each weekend day, regular day of rest and statutory holiday whether or not the employee is called out.

This provision applies to those employees required to be on standby on their regularly scheduled workday, their regular day of rest and statutory and Employer approved holidays.

All hours actually worked by an employee **on standby** shall be paid at overtime rates in accordance with the overtime rates as defined in Article 14.

19.05 Shift Differential:

- a) A shift differential of two dollars (\$2.00) per hour shall be paid to employees for all hours worked on:
 - i. Monday to Friday between the hours of 6:00 p.m. and 6:00 a.m.
 - ii. Saturday and Sunday all hours.

- b) The shift differential shall not be paid on:
 - i. Part of basic wage rates.
 - ii. Used in calculating overtime rates.
 - iii. Any hours for which overtime rates are being paid.

ARTICLE 20 – JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Job Descriptions:

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union.

20.02 Changes in Classification:

When the duties in any classification are changed or when a position not covered in Schedules “A, B and C” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The City Manager/designate shall render their decision within 90 days of the reclassification request being submitted. If the parties are unable to agree, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01 Pension Plans:

Eligibility for participation and rates of contribution will be in accordance with the provisions of the Municipal Employees Pension Plan and Canada Pension Plan.

21.02 Group Life, Long-Term Disability and Dental Plan:

a) Eligible employees shall be enrolled in an approved Group Life Insurance plan which provides coverage at two (2x) times their annual salary with Accidental Death and Dismemberment, a Short-Term Disability and Long-Term Disability Plan, and a Dental Plan.

b) Medical Expenses – Health Spending Account:

Permanent employees shall be eligible to participate in the Health Spending Account program attached as Appendix “1” for reimbursement of eligible medical expenses. An annual H.S.A. credit as shown on Schedule “D” shall be provided by the Employer to each permanent employee on January 1st of each calendar year. The H.S.A. credit shall be prorated for part time and part year work.

21.03 Workers' Compensation Pay Supplement:

All employees shall be covered by the Workers' Compensation Act. Employees prevented from performing their regular work with the Employer on account of an occupational accident that is covered by Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board in order to provide their net take home pay for a maximum of nine (9) months.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

21.04 The City agrees to provide employees with free access fees to City operated fitness facilities, including Martensville Athletic Pavilion, Swimming Pool and Sports Centre.

City identification must be presented on each occasion of entrance to receive free access. This discount does not apply to City programs that require registration.

ARTICLE 22 – HEALTH & SAFETY

22.01 Co-operation on Safety:

The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

22.02 Occupational Health & Safety Committee:

An Occupational Health and Safety Committee shall be established **in accordance with *The Saskatchewan Employment Act* and the *Occupational Health and Safety Regulations*. Any time spent on the committee shall be considered time worked, and no employee shall suffer any loss of pay or benefits.**

ARTICLE 23 – JOB SECURITY

23.01 No permanent employee shall be laid off or have their employment terminated as a direct consequence of the City contracting out work of a nature normally performed by members of the bargaining unit.

ARTICLE 24 – UNIFORM AND CLOTHING ALLOWANCE

The Employer shall maintain a Policy on supplying appropriate quantities of approved work clothing. It is the responsibility of every employee to wear or use safety equipment and to comply with all safety regulations and policies.

24.01 a) Safety Footwear and Clothing:

The Employer will provide employees who are required to wear CSA approved safety footwear with a safety allowance as follows:

- Permanent employee: **Two hundred and twenty-five dollars (\$225.00)** at the start of their employment and then annually thereafter on January 1.
- Non-permanent employee: **One hundred and twenty-five dollars (\$125.00)** per calendar year.

This allowance shall be used to reimburse employees for the purchase of approved safety shoes and insoles. Unused allowance credits up to a maximum of **four hundred and fifty dollars (\$450.00)** may be carried forward for reimbursement of future safety shoe purchases. Permanent employees may overdraft their safety shoe allowance by one year's credit amount; however, such overdraft may be recovered by the Employer from any final payments to the Employee upon termination of employment.

Protective clothing shall be supplied in accordance with Protective Clothing Policy #80/11.

- b) Upon presentation of receipts, the Employer shall provide each inside/clerical employee with one hundred and fifty (\$150.00) annually for the purchase of apparel **which will have a logo applied by the City**. This allowance must be utilized between January 1 and December 31 annually.

The City Manager retains the right to approve the apparel.

- c) Upon presentation of receipt, the Employer shall provide each lifeguard up to **one hundred and twenty-five dollars (\$125.00)** per calendar year for the purchase of a swimsuit. The Aquatic Manager shall set the criteria and standards for the swimsuits.

24.02 Tool Maintenance:

The City will pay to maintain (sharpen, etc.) tools. Equipment specific tools will be purchased and owned by the City. Inventory of such tools will be the responsibility of the Mechanic.

ARTICLE 25 – GENERAL CONDITIONS

25.01 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 26 – GENERAL

26.01 Plural or Gender Neutral 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 where the context of the party or parties hereto so require.

ARTICLE 27 – NO STRIKE OR LOCK OUT

27.01 Strikes and Lock Outs:

The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and the Employer agrees that during the life of this Agreement there shall be no lock outs.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 Duration:

This Agreement shall be effective on and from the 1st day of January, 2023, and shall remain in force for a period of three (3) years until December 31st, 2025, and thereafter from year to year provided that either party may, not less than sixty (60) days nor more than one hundred and twenty (120) days before the expiry date thereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof.


28.02 Changes in Agreement:

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

SIGNED this 25 day of July, 2024

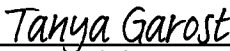
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582**

THE CITY OF MARTENSVILLE




Tammy Pike (Jul 31, 2024 11:24 MDT)

Tammy Pike, President



Tanya Garost (Jul 24, 2024 16:13 MDT)

Tanya Garost, City Manager



Wayne Scott (Aug 7, 2024 13:53 MDT)

Wayne Scott, Vice President



Trent Kolbe, Human Resources Manager

SCHEDULE "A" – WAGES AND ALLOWANCES

January 1, 2023 – December 31, 2025

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
LABOURER			
1 Recreation Playground Labourer Aquatic Lifeguard Aquatic Cashier	\$15.64	\$16.27	\$16.92
2 Public Works Labourer Recreation Parks Labourer Aquatic Lifeguard	\$17.81	\$18.52	\$19.26
3 Public Works Labourer Recreation Parks Labourer Recreation Playground Labourer Library Assistant Aquatic Lifeguard	\$20.30	\$21.11	\$21.95
4 Typist/Receptionist Skilled Labourer Librarian Aquatic Lifeguard Recreation Customer Service Representative	\$22.39	\$23.29	\$24.22

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
CLERK			
1 Administrative Assistant Planning Clerk Receptionist	\$24.52	\$25.50	\$26.52
2 Administrative Assistant Recreation Program Co-ordinator Planning Clerk Planning Technician Payroll Clerk RCMP Detachment Clerk Aquatic Manager Librarian	\$26.65	\$27.72	\$28.83
3 Utility Clerk Payables Clerk Planning Technician Payroll Clerk Recreation Program Co-ordinator RCMP Detachment Clerk III	\$28.80	\$29.95	\$31.15
4 Finance Clerk Recreation Program Supervisor	\$30.91	\$32.15	\$33.44

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
OPERATOR			
1 Utility Operator E Recreation Facility Operator Custodian Equipment Operator	\$25.72	\$26.75	\$27.82
2 Utility Operator D Recreation Facility Operator Equipment Operator	\$27.95	\$29.07	\$30.23
3 Equipment Operator Utility Operator C Parks and Recreation Facilities Operator	\$30.20	\$31.41	\$32.67
4 Utility Operator B Facilities Maintenance Supervisor Roadways Foreperson Recreation Parks Foreperson	\$32.40	\$33.70	\$35.05

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
PROFESSIONAL			
1 Utility Operator A Heavy Duty Mechanic Light Duty Mechanic Planning and Development Officer Bylaw Enforcement Officer Finance Officer	\$34.65	\$36.04	\$37.48
2 Heavy Duty Mechanic Light Duty Mechanic Certified Water and Sewer Foreperson Planning and Development Officer	\$36.84	\$38.31	\$39.84
3 Heavy Duty Mechanic Light Duty Mechanic	\$39.08	\$40.64	\$42.27
4 Public Works Superintendent	\$41.29	\$42.94	\$44.66

SCHEDULE “B” – WAGES AND ALLOWANCES

Probation Wage Rate – New Hires

For all newly hired employees in this schedule, starting wage shall be 90% of the Schedule “A” wage. When the Probation Period has been successfully completed, the employee shall receive the full Schedule “A” wage.

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
LABOURER			
1 Recreation Playground Labourer Aquatic Lifeguard Aquatic Cashier	\$14.08	\$14.64	\$15.23
2 Public Works Labourer Recreation Playground Labourer Recreation Parks Labourer Aquatic Lifeguard	\$16.03	\$16.67	\$17.33
3 Public Works Labourer Recreation Parks Labourer Recreation Playground Labourer Library Assistant Aquatic Lifeguard	\$18.27	\$19.00	\$19.76
4 Typist/Receptionist Skilled Labourer Librarian Aquatic Lifeguard Recreation Customer Service Representative	\$20.15	\$20.96	\$21.80

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
CLERK			
1 Administrative Assistant Planning Clerk Receptionist	\$22.07	\$22.95	\$23.87
2 Administrative Assistant Recreation Program Co-ordinator Planning Clerk Planning Technician Payroll Clerk RCMP Detachment Clerk Aquatic Manager Librarian	\$23.99	\$24.95	\$25.95
3 Utility Clerk Payables Clerk Planning Technician Payroll Clerk Recreation Program Co-ordinator RCMP Detachment Clerk III	\$25.92	\$26.96	\$28.04
4 Finance Clerk Recreation Program Supervisor	\$27.82	\$28.94	\$30.10

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
OPERATOR			
1 Utility Operator E Recreation Facility Operator Custodian Equipment Operator	\$23.15	\$24.08	\$25.04
2 Utility Operator D Recreation Facility Operator Equipment Operator	\$25.16	\$26.16	\$27.21
3 Equipment Operator Utility Operator C Parks and Recreation Facilities Operator	\$27.18	\$28.27	\$29.40
4 Utility Operator B Facilities Maintenance Supervisor Roadways Foreperson Recreation Parks Foreperson	\$29.16	\$30.33	\$31.55

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
PROFESSIONAL			
1 Utility Operator A Heavy Duty Mechanic Light Duty Mechanic Planning and Development Officer Bylaw Enforcement Officer Finance Officer	\$31.19	\$32.44	\$33.73
2 Heavy Duty Mechanic Light Duty Mechanic Certified Water and Sewer Foreperson Planning and Development Officer	\$33.16	\$34.48	\$35.86
3 Heavy Duty Mechanic Light Duty Mechanic	\$35.17	\$36.58	\$38.04
4 Public Works Superintendent	\$37.16	\$38.65	\$40.19

SCHEDULE “C” – WAGES AND ALLOWANCES

Trial Period Wage Rate

For all employees that are moving from one classification to another (for example from a Labourer to a Clerk), they shall have a Trial Period, in which they shall receive 95% of the wage of the new position. When their trial period has been successfully completed, they shall receive the full Schedule “A” wage in their position.

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
LABOURER			
1 Recreation Playground Labourer Aquatic Lifeguard Aquatic Cashier	\$14.86	\$15.46	\$16.07
2 Public Works Labourer Recreation Parks Labourer Aquatic Lifeguard	\$16.92	\$17.59	\$18.30
3 Public Works Labourer Recreation Parks Labourer Recreation Playground Labourer Library Assistant Aquatic Lifeguard	\$19.29	\$20.05	\$20.85
4 Typist/Receptionist Skilled Labourer Librarian Aquatic Lifeguard Recreation Customer Service Representative	\$21.27	\$22.13	\$23.01

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
CLERK			
1 Administrative Assistant Planning Clerk Receptionist	\$23.29	\$24.23	\$25.19
2 Administrative Assistant Recreation Program Co-ordinator Planning Clerk Planning Technician Payroll Clerk RCMP Detachment Clerk Aquatic Manager Librarian	\$25.32	\$26.33	\$27.39
3 Utility Clerk Payables Clerk Planning Technician Payroll Clerk Recreation Program Co-ordinator RCMP Detachment Clerk III	\$27.36	\$28.45	\$29.59
4 Finance Clerk Recreation Program Supervisor	\$29.36	\$30.54	\$31.77

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
OPERATOR			
1 Utility Operator E Recreation Facility Operator Custodian Equipment Operator	\$24.43	\$25.41	\$26.43
2 Utility Operator D Recreation Facility Operator Equipment Operator	\$26.55	\$27.62	\$28.72
3 Equipment Operator Utility Operator C Parks and Recreation Facilities Operator	\$28.69	\$29.84	\$31.04
4 Utility Operator B Facilities Maintenance Supervisor Roadways Foreperson Recreation Parks Foreperson	\$30.78	\$32.02	\$33.30

CLASSIFICATION	January 1, 2023 3%	January 1, 2024 4%	January 1, 2025 4%
PROFESSIONAL			
1 Utility Operator A Heavy Duty Mechanic Light Duty Mechanic Planning and Development Officer Bylaw Enforcement Officer Finance Officer	\$32.92	\$34.24	\$35.61
2 Light/Heavy Duty Mechanic Certified Water and Sewer Foreperson Planning and Development Officer	\$35.00	\$36.39	\$37.85
3 Heavy Duty Mechanic Light Duty Mechanic	\$37.13	\$38.61	\$40.16
4 Public Works Superintendent	\$39.23	\$40.79	\$42.43

SCHEDULE "D"

MEDICAL EXPENSE REIMBURSEMENT

Health Spending Account annual credit \$600.00 (no cash-out value)
(see Appendix 1 Attached)

SUMA core benefits plan will be provided to eligible employees in accordance with the plan bylaws. The total premiums shall be cost shared, 50% employee paid and 50% employer paid; however, the % allocation will be adjusted so as to designate that the employee pays 100% of Long Term Disability premiums.

Life	Plan B
Dependent Life	Plan B
ADD	Plan B
Short Term Disability	Plan A
Long Term Disability	Plan D

Dental Plan C is only option if spouse currently covered by another group plan.
Proof required.

Effective January 1, 2009, the employer will pay costs associated with the following:

Extended Health Plan B	100% employer paid
Vision	100% employer paid
Employee Family Assistance Plan	100% employer paid

APPENDIX 1 – HEALTH SPENDING ACCOUNT PLAN DOCUMENT

City of Martensville And Canadian Union of Public Employees, Local 2582

Section 1 – Definitions

For the purposes of the Plan, the following words and phrases shall have the following meanings when used herein, unless a different meaning is plainly indicated by the context.

- 1.1 ACCOUNT means the Health Spending Account (HSA) established for each Employee as provided in Section 5.1.
- 1.2 CREDIT means a notional credit provided by the Employer.
- 1.3 DEPENDANT means:
- (a) The Employee’s legal or common-law spouse. A common-law spouse means a person with whom the Employee has been cohabiting in a spousal relationship continuously for at least one year.
 - (b) An unmarried natural, adopted or step child who is financially dependent on the Employee and is:
 - (i) Under 21 years of age, or
 - (ii) Under 25 years of age and attending a college or university full-time; or
 - (iii) Any age and physically or mentally infirm.
 - (c) Other family members who are financially dependent on the Employee and whom the Employee claims as dependents for income tax purposes, including:
 - (i) A child or grandchild of the Employee or the Employee’s spouse; or
 - (ii) A parent, grandparent, brother, sister, uncle, aunt, niece or nephew, if resident in Canada at any time in the year, of the Employee or the Employee’s spouse.
- 1.4 EFFECTIVE DATE means January 1, 2002.
- 1.5 ELIGIBLE HEALTHCARE EXPENSE means any expense which meets all of the following criteria:
- (a) The expense must be incurred during the current Plan Year on behalf of an Employee or Dependent covered by the Plan; and
 - (b) The expense must not have been reimbursed and cannot be reimbursed under any other medical or dental plan; and
 - (c) The expense must qualify as a “medical expense” as defined in the Income Tax Act (Canada) and IT519R2, as amended or replaced from time to time.

- 1.6 EMPLOYEE means an employee of the Employer, provided the employee is a member of CUPE Local 2582.
- 1.7 EMPLOYER means the City of Martensville or any Participating Employer.
- 1.8 PARTICIPATING EMPLOYER means any employer approved by the City of Martensville and the Union to participate in this Plan.
- 1.9 PLAN means the City of Martensville Health Spending Account Plan, established on January 1, 2002, as amended from time to time.
- 1.10 PLAN YEAR means the initial twelve-month period January 1, 2002 to December 31, 2002, and each successive twelve-month period beginning January 1 and ending December 31.
- 1.11 UNION means the Canadian Union of Public Employees Local #2582.

Section 2 – Establishment of the Plan

2.1 Establishment of the Plan

The Plan is established effective January 1, 2002 for Employees of the Employer.

2.2 Purpose

The purpose of the Plan is to enable Employees to obtain reimbursement of Eligible Healthcare Expenses incurred by an Employee or Dependent, to the extent that reimbursement for such expenses has not been made from any other healthcare plan or contract of insurance.

2.3 Private Health Services Plan

It is the intention of the Employer that the Plan qualify as a Private Health Services Plan as defined under the *Income Tax Act*.

Section 3 – Eligibility and Participation

3.1 An Employee shall be eligible to participate in the Plan on:

- (a) the Effective Date, if employed January 1, 2002;
- (b) the Employee's date of hire, if employment begins after the Effective Date;
- (c) the first day of any subsequent Plan Year.

- 3.2 The following classes of employees are established for the purposes of this Plan:
- (a) Permanent Employees who have ongoing continuous employment with the City.
 - (b) Term Employees who have a contract of employment with the City which will terminate at a known set future date.
 - (c) Seasonal Employees who are employed on a seasonal, week to week basis with an unknown termination date.
 - (d) Part-time Employees who in addition to being an employee as defined in Section 3.2 (a), (b), or (c), work a reduced number of hours compared to the equivalent full time position.

Section 4 – Credits

4.1 Amount of Credits

On January 1, 2002, and each subsequent January 1st, the Employer shall provide a Credit to each Employee of an amount as stipulated in the Collective Agreement between the Employer and Union, adjusted as follows:

- (a) Permanent Employees: 100% of the Credit amount.
- (b) Term Employees: 8.33% of the Credit amount for each month of contracted employment in the calendar year.
- (c) Seasonal Employees: Not eligible to participate in the Plan.
- (d) Part-time Employees: Amounts stipulated in Section 4.2 (a), or (b) which shall be prorated based on an equivalent full time position.

4.2 Credit Allocations

A minimum of \$600.00 must be allocated to the Health Spending Account each year, effective January 1, 2009 (no cash-out value).

4.3 Earning of Credits

Employees shall earn Credits on the following basis:

- (a) Permanent Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan.
- (b) Term Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan Year (prorated if the Employee participates in the Plan for less than twelve months).

- (c) Seasonal Employees: Not eligible to participate in the Plan.
- (d) Part-Time Employees: The Credit shall be provided in accordance with amounts stipulated in Section 4.4 (a) or (b) which shall be prorated based on an equivalent full time position.

4.4 Value of Credits

Credits transferred to the HSA shall have no redeemable value, other than for reimbursement of Eligible Healthcare Expenses.

Section 5 – Accounts

5.1 Establishment of Accounts

The Employer shall establish and maintain a Health Spending Account for each eligible Employee. Each Employee's Account shall be allocated Credits in accordance with Section 4.2.

5.2 Reimbursement of Eligible Healthcare Expenses

Each Employee's Account shall be debited on the date a reimbursement is made by the amount reimbursed for Eligible Healthcare Expenses incurred in the current Plan Year. Eligible Healthcare Expenses shall be fully reimbursed from available Credits in the Employee's Account. At no time shall a reimbursement be permitted that would result in a negative Account balance.

5.3 Forfeiture of Credits

Subject to Section 5.4 and 6.2, any Credits remaining in an Employee's Account at the end of a Plan Year shall be forfeited.

5.4 Carry-forward of Credits

Notwithstanding Section 5.3, any unused Credits attributable to a particular Plan Year may be carried forward and used in the subsequent Plan Year.

5.5 Right of Recovery

The Employer has the right to recover from an Employee any reimbursement made:

- (a) for expenses which are not Eligible Healthcare Expenses;
- (b) which results in a negative Account balance;
- (c) before termination of employment from unearned Credits, subject to Section 4.3.

Section 6 – Claims Procedure

6.1 Notice and Proof of Claim

The Employee shall submit a notice and proof of claim for reimbursement of Eligible Healthcare Expenses using forms prescribed by the Employer.

The proof of claim shall include evidence satisfactory to the Employer that an Eligible Healthcare Expense was incurred by an Employee or Dependent, that the Eligible Healthcare Expense was previously submitted to all other medical and dental plans in which the Employee or Dependent participate (if applicable), and that part or all of the claim was denied by all such other medical and dental plans.

6.2 Grace Period

Any claim submitted within 60 days after the end of a particular Plan Year will be deemed to have been submitted and reimbursed on December 31 of that Plan Year.

Any claim submitted within 60 days of the date coverage terminates pursuant to Section 7.1 will be deemed to have been submitted and reimbursed on the date of termination of coverage.

6.3 Payment of Claims

The Employer will process and pay claims on a monthly basis.

Section 7 – Termination of Coverage

7.1 Termination of Coverage

An Employee will cease to be covered by the Plan on the earliest of:

- (a) the date the Employee's employment terminates;
- (b) The date the Employee retires;
- (c) the date the Employee dies; or
- (d) The date the Employee begins an unpaid leave of absence, other than:
 - i) **A maternity, paternity or adoption leave taken pursuant to provincial employment standards legislation.**
 - ii) **Short term disability, Workers' Compensation and other approved disability plans for a period not to exceed twelve (12) months.**

Section 8 – Administration

8.1 Administration

The Administrator of the Plan shall be the Employer and all matters relating to the administration, interpretation, overall operation or application of the Plan shall be the Employer's responsibility. The Employer shall conclusively determine all matters relating to the overall operation, administration, interpretation and application of the Plan, consistent with the provisions of the Plan and any other contract which may be established in order to insure or fund the amounts payable under the Plan. The Employer may make such rules and prescribe such forms and procedures for the operation of the Plan consistent with the terms of the Plan, as it shall deem necessary, and may amend or revise such rules, forms and procedures from time to time. Whenever a question arises which **cannot** be settled or determined by reference to the Plan, the Employer and the Union may settle or determine such question at their discretion in any manner consistent with the intent of the Plan.

The Employer and the Union may appoint any person or corporation to administer the Plan and may delegate for such purpose from time to time such authority they may deem necessary and advisable.

8.2 Administration Costs

The Employer shall pay all costs of administering the Plan.

8.3 Information to Employees

The Employer shall provide each Employee with a written explanation of the terms and conditions of the Plan and any amendments thereto.

8.4 Employer Records

Where the records of the Employer are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned, and the Employer shall be entitled to rely on the accuracy of those records unless sufficient contrary evidence is furnished to the Employer.

Section 9 – Miscellaneous

9.1 Employment

The Plan shall not be deemed to constitute a consideration inducement for the employment of any Employee. Nothing contained in this Plan shall be deemed to give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge the Employee at any time, regardless of the effect such discharge might have upon such person as a participant in the Plan.

9.2 **Severability**

If any provision of this Plan shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Plan shall remain in full force and in effect to the full extent permitted by law.

9.3 **Taxes**

The Employer, its officers, employees and agents shall not be liable for federal or provincial income taxes or any other liability incurred by an Employee or any other person as a result of receiving reimbursement for Eligible Healthcare Expenses from the Plan.

9.4 **Governing Law**

This Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the federal and provincial jurisdictions in which they operate.

9.5 **Termination of the Plan**

The Employer may terminate the Plan only with the consent of the Union.

9.6 **Previous Plan**

This Plan shall replace the previous plan dated September 1, 2000.

LETTER OF UNDERSTANDING

Between

The City of Martensville
and
CUPE Local 2582

RE: Average Hours of Work – Programming

Recreation Programming Employees:

Whenever possible Employees engaged in Recreation Programming shall not work more than six (6) consecutive days and have two (2) uninterrupted days of rest in every week; however, it is understood that due to operational programming needs this schedule may not be achieved.


In such cases the Employees shall be consulted and provided a schedule to accommodate programming needs and posted as soon as reasonably possible. Employees shall be eligible for the overtime provisions as provided for in Article 13.01 b) ii).

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

SIGNED this 25 day of July, 2024

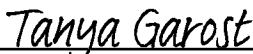
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582**

THE CITY OF MARTENSVILLE




Tammy Pike (Jul 31, 2024 11:24 MDT)

Tammy Pike, President




Tanya Garost (Jul 24, 2024 16:13 MDT)

Tanya Garost, City Manager



Wayne Scott (Aug 7, 2024 13:53 MDT)

Wayne Scott, Vice President



Trent Kolbe, Human Resources Manager