

COLLECTIVE AGREEMENT

between

THE TOWN OF CUDWORTH

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL #3777

CUPE / Canadian Union
of Public Employees

JANUARY 1, 2024 - DECEMBER 31, 2026

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THIS AGREEMENT MADE THIS _____ DAY OF _____ 20 ____ .

BETWEEN: THE TOWN OF CUDWORTH IN THE PROVINCE OF
SASKATCHEWAN

Hereinafter called the "Employer"

PARTY OF THE FIRST PART,

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3777,
Affiliated with the Canadian Labour Congress,

Hereinafter called the "Union"

PARTY OF THE SECOND PART,

PREAMBLE

Whereas it is the desire of both parties to this Agreement to maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Town of Cudworth and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work, and scale of wages, to encourage efficiency in operation, and to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

And whereas it is now desirable that methods of bargaining and all matters pertaining to working conditions of the employees to be drawn up in an Agreement;

Now, therefore, this Agreement witnesseth that the parties hereto in consideration of the mutual covenant hereinafter contained, agree each with the other as follows:

ARTICLE 1 - MANAGEMENT RIGHTS AND NO DISCRIMINATION

(a) Management Rights

The Union acknowledges that it is the exclusive right of the Town to manage the affairs of the Town and direct the work force, subject to the terms of this Agreement.

(b) No Discrimination

The Parties and their servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race or perceived race, creed, colour, nationality, place of origin, ancestry, political or religious affiliation, religion, sex, sexual orientation, gender identity, marital status, family status, disability, receipt of public assistance nor by reason of his membership in a trade union.

ARTICLE 2 - SCOPE

- (a) Both parties mutually agree that this Agreement shall cover all employees employed by the Town of Cudworth except the Town Clerk, Assistant Town Clerk, and Contract Caretakers.
- (b) All employees who might fall into the definition of "supervisory employee" within the meaning of PART VI of *The Saskatchewan Employment Act*, shall remain members of CUPE Local 3777 and shall be included in the bargaining unit represented by CUPE Local 3777 unless and until the parties agree otherwise.
- (c) The parties intend and agree that this agreement shall constitute an irrevocable election to allow supervisory employees to remain in the CUPE Local 3777 bargaining unit for the purposes of sections 6-11 of *The Saskatchewan Employment Act*.

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall deduct and pay in monthly payments out of the wages due to the employee, to the person designated by the trade union to receive the same, the union dues, assessments and initial fees of the employee, and the Employer shall furnish to that trade union the names and addresses of all employees covered by this Collective Agreement.

- (b) Upon request by the Union, such deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.
- (c) Along with the deductions, the Town will provide:
 - (i) a completed Union dues remittance form, supplied by the Union, and
 - (ii) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deductions.
 - (iii) Should the local union request direct remittance to CUPE National, the Town shall also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.
 - (iv) The Town shall report the yearly amount of union dues paid by each employee on the employee's T4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T4 slip in the future.

ARTICLE 5 - SENIORITY

(a) Calculation of Seniority

Seniority shall be established on the basis of an employee's service with the Town of Cudworth, calculated from the date upon which the employee last commenced continuous employment with the Employer.

(b) Seniority List

The Employer will maintain a seniority list showing the date upon which each employee's service commenced. Any employee may request information from the Employer relative to his own seniority. On request, the President, Secretary or Secretary-Treasurer of the Union will be supplied with a copy of the seniority list and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees.

(c) Seniority During Absence

If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, he shall not lose seniority rights.

(d) Loss of Seniority

Seniority shall be broken and all rights forfeited when:

- (i) An employee is dismissed by the Town for just cause and is not reinstated.
- (ii) An employee voluntarily leaves the services of the Town and does not report back to work within two working days, employment shall be terminated.
- (iii) An employee resigns in writing, and does not withdraw such resignation within two working days.
- (iv) An employee fails to report for work on recall after layoff, unless for medical reasons or compassionate leave.
- (v) An employee has been continuously laid off due to lack of work for a period of 12 months.

ARTICLE 6 - LAYOFF AND RECALL

- (a) When reducing staff or recalling laid-off employees, seniority shall prevail provided the senior employee has the training, skill and ability required by the Town for the position being filled.
- (b) When the Town recalls an employee who has been laid off, it may notify such employee verbally and if no contact is made, it shall notify such employee by registered letter addressed to the employee's last known address. The employee concerned must notify the Town within ten (10) days of being contacted stating their acceptance or refusal of the employment offered. When being notified by registered mail, the employee shall be deemed to be contacted four (4) days after the day of mailing.
- (c) In the event of layoff, the Town agrees that it will offer employment to employees affected by layoff prior to engaging any new employees for work.

ARTICLE 7 - VACANCIES AND NEW POSITIONS

- (a) With respect to any new position or any vacancies coming within the scope of this Agreement, employees shall be entitled to bid for such positions or vacancies by means of written applications. In considering such applications and filling such positions, the Employer shall give first preference to bargaining unit members having seniority over other applicants, provided that the senior applicant possesses the skill and ability sufficient for the position to be filled.

- (b) Employees accepting promotions shall be allowed ninety (90) days' trial during which period the Employer shall determine the employee's suitability for the position. Within this period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied without loss of seniority.
- (c) Should an employee be promoted or transferred from one position to another carrying a higher maximum wage, such promotion shall carry the wage of:
 - (i) The minimum for the new position; or
 - (ii) The wage at the time of promotion plus one increment on the schedule for the new position; whichever is the greater.

ARTICLE 8 - PROBATION

- (a) The appointment of any new employee shall be on probation for the first one hundred and thirty-five (135) days of their employment. Subject to Article 1 (b), the Town may release a probationary employee at any time during the probationary period, or any extension thereof, and such release shall be deemed to be for just and sufficient cause. If the employee's service has been satisfactory during this probationary period, seniority shall be considered to date from the time of the employee's original date of employment. This provision shall not affect the obligation of the employees under Article 3 of this Agreement.
- (b) Pool employees who did not resign or were not terminated for cause during their first work season will be subject to layoff and recall in subsequent work seasons in accordance with the provisions of this agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

Should a dispute arise between the Town of Cudworth and any employee(s) regarding the interpretation, meaning, operation, or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

STEP 1

If the Union considers the grievance to be justified, the employee(s) concerned, together with his Steward or member of the executive committee, shall first seek to settle the dispute with the employee's immediate out-of-scope supervisor.

STEP 2

Failing agreement being reached in Step 1, application shall be made to the Union Committee of the Town Council stating the grievance concerned within twenty (20) working days from the time the employee(s) became aware of the event giving rise to the grievance. A hearing shall be granted with the Union Committee of the Town

Council within ten (10) working days of receiving the grievance. The Union Committee of the Town Council shall reply in writing to the Union within ten (10) working days of the hearing.

STEP 3

- (i) Failing a satisfactory settlement within ten (10) working days of the Union receiving the Employer's written reply in Step 2, the Union shall have the right to refer the dispute to a Board of Arbitration to which the Employer shall appoint one (1) member, the Union shall appoint one (1) member, and the Chairperson is to be selected by these two (2) appointees. In the event that no agreement can be reached on a Chairperson, the Minister of Labour shall be requested to appoint a Chairperson in accordance with the *The Saskatchewan Employment Act*.

The Employer and the Union shall share the cost of a Chairperson.

- (ii) In the event that the Union has not withdrawn or otherwise settled the dispute and has not referred the matter to arbitration in accordance with the time limits set out above, the Town may in its own right refer the matter to arbitration.
- (iii) The decision of the Board of Arbitration shall be final and binding on the parties to the dispute.

ARTICLE 10 - HOURS OF WORK

- (a) The regular hours of work shall not exceed forty (40) hours per week.
- (b) The regular work week shall be five (5) consecutive days, consisting of eight (8) hours each day.
- (c) An employee who reports to work for a regular shift shall be paid at their regular rate of pay for a minimum of three (3) hours and shall carry out duties as assigned.
- (d) No employee shall work more than three and three quarter (3 ³/₄) hours at any one time without one (1) fifteen (15) minute paid rest period.

ARTICLE 11 - OVERTIME

- (a) No overtime shall be worked unless authorized by the **Foreman and Chief Administrative Officer**. All authorized hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be considered overtime.
- (b) Overtime shall be paid at the rate of time and one-half (1 ¹/₂) in any one day and double time (2x) after midnight to 7:00 a.m. the following day and on Sundays.

- (c) Time in lieu may be accrued up to a maximum of one hundred and twenty (120) hours. Employees shall have the option of either being paid out for any portion of the one hundred and twenty (120) hours or may take any portion of accrued hours at a mutually agreed time between the employee and the Employer. Time in excess of one hundred and twenty (120) hours shall be paid out to the employee.
- (d) An employee recalled to work after having completed a regular schedule shall be paid for time worked at time and one-half (1 ½).
- (e) Pool Employees: All hours worked in excess of eight (8) hours per day or one hundred and sixty (160) hours in a four (4) week period shall be classed as overtime and paid at overtime rates.

ARTICLE 12 - CLASSIFICATIONS AND WAGE RATES

- (a) Classifications and wage rates shall be as set out in Appendix "A".
- (b) Employees shall be paid bi-monthly with it being understood that the deductions shall be taken off the last pay cheque of the month.
- (c) Employees who are assigned by the Town to perform the work of a higher paid position shall receive the higher wage rate for all the time worked in the higher position.

ARTICLE 13 - SICK LEAVE PROVISIONS

- (a) Sick Leave Defined:

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, by virtue of family illness, or because of an accident for which compensation is not payable under *The Workers' Compensation Act, 2013*.

Family is to be defined as spouse, mother, father, children, grandchildren, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandparent of an employee.

- (b) Amount of Sick Leave:

Sick leave shall be cumulative at the rate of one and one-quarter (1¼) working days for each month worked from time of commencement to a maximum of eighty (80) days accumulation.

(c) Proof of Illness:

After three (3) consecutive days of absence due to personal illness, an employee shall produce a certificate from a duly qualified Medical Practitioner if requested by the Employer during the illness. The Employer shall reimburse the employee for the cost of the medical certificate.

(d) Notification in Case of Illness:

Every employee who may absent himself on account of illness shall notify the Town Administrator or designate without delay and in any event not later than one-half (1/2) hour before the scheduled starting time; and failure to do so, unless notification is shown to be unavoidable and satisfactory evidence of disability is furnished, may deprive such employee from such benefits as would normally have accrued prior to the time due notice is received by the Town. The Town will provide a message manager on which to leave a message if the Town Administrator or designate are not available to be notified.

(e) The provisions of this Article 13 shall apply only to all permanent, full-time employees and seasonal employees.

(f) Wage Protection during Compulsory Quarantine

In circumstances when an employee has complied with all medical health orders including travel advisories and is quarantined by a Medical Health Officer, certified physician or by government order, the provisions in 1 and 2 below shall apply.

When the employee must care for a quarantined member of the employee's family who has also complied with all medical health orders and travel advisories including non-essential travel, the provisions in 1 and 2 below shall apply.

(1) First, if the employee has exhausted accrued, paid sick leave and is in receipt of government-funded pandemic wage relief, the Town shall top up the employee's wages to one hundred percent (100%) of pre-sickness wages, once annually, for a maximum period of fourteen (14) days.

(2) Second, if the employee has exhausted or is not eligible for government-funded pandemic wage relief during the quarantines described above, the employee may use up to five (5) paid sick days as a deficit to be applied to future years.

ARTICLE 14 - DISCHARGE, SUSPENSION AND DISCIPLINE

- (a) The parties to this Agreement recognize the principles of progressive discipline and agree to follow these steps in the order described below:
 - (i) verbal warning(s)- issued by Mayor
 - (ii) written warning(s) - issued by Human Resources
 - (iii) suspension(s) - issued by Human Resources Committee
 - (iv) dismissal - issued by Town Council

- (b) Right to Have Shop Steward Present: In all cases where the Employer considers an employee's conduct to warrant a disciplinary action, the Employer or its representative shall so notify the employee in advance of the purpose of any such interview so that the employee may contact his Shop Steward or Union designate to be at the interview, and the Employer shall have the right to choose its representative or designate.

- (c) Access to Personnel File: An employee, having provided forty-eight (48) hours written notice to the Employer, shall have the right to review their own personnel file and receive copies of those items of earlier correspondence and documentation, other than pre-employment references as have already been issued or reviewed and which have been initialed by both parties as to such issuance and review. Such access shall be affected during normal office hours.

- (d) Written warning(s) and related follow-up after suspension(s) issued in accordance with this clause shall be removed, following a written request by the employee, from the employee's file after five (5) years of subsequent active employment during which no formal disciplinary action is taken within the five (5) year period.

- (e) Prior to being placed in the employee's file, all documents must be signed and dated by the employee. Such signature shall not constitute agreement to said document. Responses to any document shall, upon the request of the employee, be added to the employee's file. A witness can declare if the employee refused to sign.

ARTICLE 15 - SUPPLEMENTATION OF COMPENSATION AWARD

- (a) If an employee is prevented from performing his regular work with the Town of Cudworth on account of an occupational accident or illness that is recognized by *The Workers' Compensation Act, 2013*, the Town will supplement the award made by the Compensation Board for the loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation of the Town, will equal one hundred percent (100%) of the employee's regular net pay for a maximum period of one (1) year.

ARTICLE 18 - PAID HOLIDAYS

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

New Year's Day	First Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Plus any other day proclaimed as a holiday by the Federal, Provincial or Municipal Governments.

- (b) When any of the above noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday.
- (c) All work performed on an above-noted holiday shall be paid for at the rate of time and one half (1 ½) the employee's regular rate plus the regular holiday pay.
- (d) All time worked on Good Friday, Christmas Day, or New Year's Day, shall be paid at double (2x) time the regular rate of pay for hours actually worked, or employees will be paid a minimum of three hours at regular rates, whichever is the greater.

ARTICLE 19 - 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 in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service. The employee will present proof of service and the amount of pay received. No employee shall suffer loss of regular straight time earnings as a result of time spent by an employee required to serve as court witness in any matter arising out of his employment.

ARTICLE 20 - VICTIM OF INTERPERSONAL VIOLENCE LEAVE

Employees shall be granted Victim of Interpersonal Violence leaves in accordance with the requirements of *The Saskatchewan Employment Act*.

ARTICLE 21 - COMPASSIONATE LEAVE

A special leave of absence with pay in case of death, serious accident or serious illness in the immediate family. The latter is to be defined as spouse, mother, father, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild or children of an employee; and for periods of three (3) days.

ARTICLE 22 - PARENTAL LEAVE

Employees shall be entitled to leave of absence in accordance with *The Saskatchewan Employment Act*.

ARTICLE 23 – RETIREMENT GRATUITY

All employees who have completed a minimum of ten (10) years of service will be entitled to receive one (1) day of pay for every year of service upon retiring from the Town. For the purposes of this article, retirement means reaching the pension eligibility requirements under the Municipal Employees' Pension Plan, or being eligible to receive Old Age Security, or being eligible to receive benefits under the Canada Pension Plan.

ARTICLE 24 – MISCELLANEOUS

(a) Cell Phone

- (i) When the Town requires permanent staff to use a personal cell phone for Town business, the Town shall reimburse permanent staff the full cost on a monthly basis for the cost of a basic cell phone plan with data to a maximum of ninety dollars (\$90.00) per month.
- (ii) When the Town requires Temporary or Seasonal staff to use a personal cell phone for Town business, the Town shall reimburse Temporary or Seasonal staff on a monthly basis up to sixty-five dollars (\$65.00).

(b) Clothing Allowance

- (i) The Town of Cudworth will provide every outside employee with an initial issue of three (3) pairs of coveralls and additional coveralls as required. Pool employees will also be provided with coveralls for maintenance duties.
- (ii) The Town of Cudworth will provide the necessary protective clothing and apparatus in order for employees to handle chemicals safely.
- (iii) The Town of Cudworth will provide all Public Works employees with a boot allowance of three hundred dollars (\$300.00) per calendar year. Employees

shall be permitted to carry over any unused portion of the boot allowance for a total period of two (2) calendar years.

(c) Plural or Feminine Terms May Apply

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

- (d) The Town will meet annually with the Pool Manager to discuss the need for workshops. If the Town determines to hold workshops, employees will be paid their regular wage for time spent in attendance.

(e) Payment of Certifications

Upon receiving proof of enrollment, the Town agrees to pay for the costs of all examinations and books for the Wastewater and Operator Certification Program for Public Works employees.

(f) Compassionate Care Family Leave

- (i) Upon request, employees shall be granted a leave of absence of up to eight (8) weeks to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.
- (ii) During the two (2) weeks Employment Insurance waiting period, the Employer shall provide payment to the employee equal to the Employment Insurance premium. Upon return to work, the employee shall reimburse the Employer through a payroll deduction for the initial two (2) weeks of earnings.
- (iii) Family member is defined to include a legal or common law spouse, a child of the employee or the employee's spouse, and a parent or a spouse of a parent.
- (iv) Employees applying for compassionate care family leave must provide a doctor's certificate stating that a family member suffers from a serious medical condition, with a significant risk of death within twenty-six (26) weeks, and that the family member requires the care or support of one or more other family members.
- (v) An employee may request an extension without pay to the compassionate care family leave. Approval of an extension shall not be unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority.

(g) Mental & Physical Wellness

All permanent full-time employees, upon submission of receipts, will be reimbursed a maximum of three hundred dollars (\$300.00) per year to be used for mental and/or physical activity.

ARTICLE 25 - TERM OF AGREEMENT

For all employees covered by this Agreement, it shall be deemed to have come into effect on the first (1st) day of January, **2024** and shall remain in force and effect until the thirty-first (31st) day of December, **2026**, and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date above.

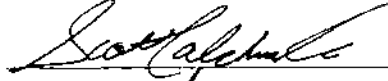
APPENDIX "A": CLASSIFICATIONS AND WAGE SCHEDULE

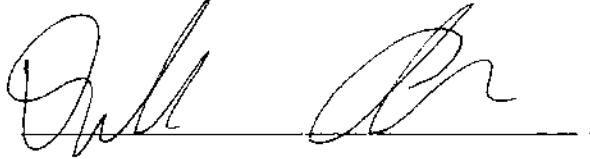
CLASSIFICATION	YEAR	EFFECTIVE JAN. 1, 2024	EFFECTIVE JAN. 1, 2025	EFFECTIVE JAN. 1, 2026
Town Foreman	Start	32.59	33.90	35.25
	After 12 Months	33.54	34.88	36.28
	After 24 Months	34.87	36.27	37.72
Assistant Town Foreman	Start	30.40	31.62	32.88
	After 12 Months	31.32	32.58	33.88
	After 24 Months	32.68	33.98	35.34
Skilled Labourer	Start	28.67	29.82	31.01
	After 12 Months	29.30	30.47	31.69
	After 24 Months	29.93	31.13	32.37
Swimming Pool Manager	Start	18.53	19.27	20.05
	2nd Year	19.15	19.91	20.71
	3rd Year	19.75	20.54	21.36
Assistant Pool Manager	Start	17.87	18.58	19.33
	2nd Year	18.17	18.90	19.65
	3rd Year	18.48	19.22	19.99
Instructor Lifeguard	Start	16.83	17.50	18.20
	2nd Year	17.14	17.82	18.54
	3rd Year	17.43	18.13	18.85
Lifeguard	Start	15.88	16.52	17.18
	2nd Year	16.09	16.73	17.40
	3rd Year	16.41	17.07	17.75
Grass Cutter	Start	To be negotiated	To be negotiated	To be negotiated
	2nd Year	To be negotiated	To be negotiated	To be negotiated
	3rd Year	To be negotiated	To be negotiated	To be negotiated

SIGNING PAGE

Dated this 17 day of May, 2024 at Cudworth, Saskatchewan.


ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 3777





ON BEHALF OF THE
TOWN OF CUDWORTH





LETTER OF UNDERSTANDING

BETWEEN: The Town of Cudworth

AND: The Canadian Union of Public Employees Local 3777

RE: Seasonal Grass Cutting Position

Because the Skilled Labourer classification does not differentiate between the wide-ranging Skilled Labourer duties and qualifications and the limited duties of the Seasonal grass cutter position, the parties agree to the following:

1. The current Seasonal incumbent in the Skilled Labourer classification, whose primary duty is grass-cutting, shall continue to be subject to the wage scale set out in the Collective Agreement dated January 1, 2021 to December 31, 2023, plus any negotiated increases, until the incumbent retires or resigns.
2. Effective at the date of the current incumbent's retirement or resignation, the wage scale set out in this Collective Agreement shall commence for this position, including any negotiated increases.

Dated this 17 day of May, 2024 at Cudworth, Saskatchewan.

ON BEHALF OF THE

ON BEHALF OF

CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3777

THE TOWN OF CUDWORTH

