

AGREEMENT

between

THE TOWN OF WILKIE



and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3139**

CUPE / *Canadian Union
of Public Employees*

January 1, 2025 to December 31, 2027

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THIS AGREEMENT MADE THIS 28th DAY OF January 2025

BETWEEN: THE TOWN OF WILKIE
Hereinafter called "The Employer"

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3139
Hereinafter called "The Union"

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties of this Agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Town and the Union.
- b) To recognize the mutual value of joint discussions and negotiations.
- c) To encourage efficiency in operations.
- d) To promote the morale, well-being and security of all employees.
- e) To establish wage rates, hours of work and other working conditions as outlined in this Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 The Employer recognizes the Canadian Union of Public Employees Local 3139 as the sole and exclusive bargaining agent for all its employees save and except the Town Administrator, Assistant Town Administrator, Public Works Manager, Recreation Director, Arena Manager, Pool Manager, Community Development Officer, and hereby agrees to negotiate with the Union, or any of its authorized committees.

2.02 No Other Agreements:

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

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

3.02 The Union agrees that each employee shall and will faithfully and honestly and to the best of their skill and ability serve the Town and at all times lend their best efforts and endeavours in the protection and promotion of the Town's interests.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate:

The Employer agrees that there shall be no discrimination, exercised or practiced with respect to any employee in the matter of hiring, wage rates, selection for training, up-grading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, disability, family status, sexual orientation, national origin, political or religious affiliation, sex or marital status, nor by reason of their membership or activity in the Union or any other prescribed grounds prohibited under *The Saskatchewan Employment Act* or human rights legislation.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership:

Every employee who is now or hereafter becomes a member of the Union, shall maintain 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 of employment, apply for and maintain membership in the Union as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain membership or apply

for and maintain membership in the Union shall, as a condition of employment, tender to the Union periodic dues uniformly required to be paid by members of the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments:

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

6.02 Deductions:

Deductions shall be made from the last payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th of the following month, accompanied by a list of names of employees and hours worked from whose wages the deductions have been made. The list of employees names, addresses and job classifications will be updated yearly or when addresses or classifications change or when new employees join the Union.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 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 the articles dealing with Union Security and Dues Check-Off.

ARTICLE 8 - LABOUR/MANAGEMENT BARGAINING RELATIONS

8.01 Union Bargaining Committee:

The Union Bargaining Committee shall consist of two (2) Union members who are in the employ of the Employer. They shall have the right to attend meetings between the parties to this agreement held within working hours without loss of remuneration.

8.02 Representative of Canadian Union:

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when consulting or negotiating with the Employer.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Recognition of Grievance Committee:

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee. **The Union shall provide the Employer with the names of the Grievance Committee members.**

9.02 Permission to Leave Work:

- a) The Employer recognizes that Grievance Committee members have the right to investigate and present grievances during regular working hours without loss of earnings.
- b) The Union recognizes that each Committee member is employed full-time by the Employer and that the employee will not leave their work during working hours except to perform their duties under this Agreement. Before leaving their work, the employee will obtain permission from their immediate supervisor.

9.03 Grievance Defined:

A grievance shall be defined as any dispute or disagreement between the employer **and the Union or any member(s) of the union** regarding the interpretation, meaning, operation, or application of this Agreement.

9.04 Settling of Grievances:

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

No grievance shall be considered which is not presented within fifteen (15) working days after the event or circumstance giving rise to the complaint came to the attention of the employee(s) or Union concerned.

STEP 1:

If the Union or any member of the Union believes that any of the provisions of this Agreement affecting them have not been properly observed, the member may, with a Shop Steward, take the grievance up with the immediate Supervisor. Any grievance reported must be done so within fifteen (15) working days of becoming aware of the occurrence or event. Should an absence or authorized leave prevent knowledge of the event or occurrence referred to above, the days of such absence shall not be counted as working days for the purpose of this section. Failing settlement through informal discussion, the grievance will be put in writing and submitted in Step 2.

STEP 2:

Failing satisfactory settlement at Step 1, if the Union decides to proceed with the grievance, they shall present the grievance and redress sought, in writing, to the Chief Administrative Officer within ten (10) working days of failing to reach a resolution at Step 1. The parties will hold a meeting to discuss the grievance within ten (10) working days of the submission.

The Chief Administrative Officer shall render their decision in writing to the union within five (5) working days of the meeting.

STEP 3:

Failing satisfactory settlement in Step 2, the Grievance Committee shall submit the grievance to the Town Council within ten (10) working days. The parties will meet to discuss the grievance at either Town Council's next regular meeting or at a time mutually agreed upon.

The Town Council shall render its decision in writing to the union within five (5) working days of the meeting.

STEP 4:

Failing a satisfactory settlement being reached in Step 3, the union may refer the dispute to arbitration, providing that if the grievance is not so submitted within twenty-five (25) working days it shall be deemed abandoned.

9.05 Union May Institute Grievances:

The Union and its representatives shall have the right to present a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

9.06 Replies in Writing:

Grievances and replies to grievances stating reasons shall be in writing at all stages.

9.07 CUPE Representative:

A representative of the Canadian Union of Public Employees shall have access to the Employer's physical premise upon mutual agreement in order to investigate and assist in the settlement of grievances.

9.08 Alternative Dispute Resolution:

Where a grievance has been referred to arbitration, the parties may agree to attempt to resolve the grievance through an alternative dispute resolution process.

ARTICLE 10 - ARBITRATION

10.01 Composition of Board of Arbitration:

When a grievance is submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two **nominees** shall then meet to select an impartial Chairperson.

10.02 Failure to Appoint:

If the party receiving the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairperson within ten (10) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

10.03 Decision of the Board:

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

10.04 Expenses of the Board:

Each party shall pay:

- a) the fees and expenses of the Arbitrator it appoints.
- b) one-half (1/2) of the fees and expenses of the Chairperson.

10.05 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of both parties to this Agreement.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Burden of Proof:

The Employer agrees that they will not discharge, suspend or discipline an employee, except for just cause. The burden of proof for establishing just cause shall rest with the Employer.

11.02 Any matter the Employer considers worthy of discipline will be brought to the attention of the employee concerned and the Union within fifteen (15) days of the occurrence of such matter.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined:

All employees shall have their seniority defined as the length of continuous service.

12.02 Seniority Lists:

The Employer shall maintain a seniority list showing the **job title and date** upon which each employee's service **commenced**. An up-to-date seniority list shall be sent to the Union and posted on employees' bulletin boards in January of each year.

12.03 Probation for Newly Hired Employees:

A newly hired employee shall be on probation for a period of three (3) months from the date of hiring. During the probationary period the employee shall be entitled to all the rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

The probation period may be extended by mutual consent between the parties to this Agreement. Request for an extension to the probation period may be made by either party at any time prior to completion of the initial probation period.

12.04 Loss of Seniority:

An employee shall not lose seniority rights if the employee is absent from work because of sickness, accident, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause.
- b) The employee resigns in writing.
- c) The employee fails to return to work within seven (7) calendar days following a lay-off and after being notified by Registered Mail to do so, unless through sickness or other just cause as approved by the Employer. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- d) The employee is laid off for a period of more than one year.

12.05 Promotion Out-of-Scope:

No employee shall be transferred or promoted to a position outside the bargaining unit without their consent. If an employee is transferred or promoted by the Employer to an out-of-scope position, **they** shall retain their seniority. Such employee shall have the right to return to their former position or if their former position has been deleted, to another position as provided in Article 14 - Layoffs

and Recalls provided that the employee exercises their rights before the expiration of twelve (12) months.

Seniority is lost if an employee accepts an out-of-scope position and remains in it for longer than twelve (12) months.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

13.01 Job Postings:

When a vacancy occurs or a new position is created inside of the Bargaining Unit, the Employer shall immediately notify the Union in writing and post notice of the position in the Employer's offices, shops, and on all bulletin boards for a minimum of one (1) week, so that all members will have an opportunity to make application. **The union members will have right of first refusal for all posted positions.**

13.02 Information in Postings:

Such notice shall contain the following information: Nature of position, qualifications, wage or salary rate or range.

13.03 Appointment:

Both parties recognize:

- a) the principle of promotion within the service of the Employer; and
- b) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the qualifications in accordance with Article 13.02 - Information in Postings.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Role of Seniority in Layoffs:

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, provided those retained are qualified to perform the work.

14.02 Recall Procedure:

- a) Employees shall be recalled in the agreed order of their seniority, provided they possess the necessary qualifications to perform the duties of the position.
- b) Where short term or temporary work becomes available, an employee may refuse such call back without jeopardizing their call back rights. This right when exercised on one (1) occasion would result in an employee moving to the bottom of the short term and temporary call back list with all seniority rights. This right when exercised on a second occasion may result in termination and loss of all seniority rights at the discretion of the Employer.

14.03 Accumulation of Seniority During Layoff:

Employees shall not accumulate seniority during any period of layoff.

14.04 No New Employees:

No new employees shall be hired until those laid off, and that still have seniority rights, have been given an opportunity of recall.

14.05 Advance Notice of Layoff/Resignation:

- a) No employee shall be terminated or laid off without receiving the following written notice from the Employer:

- Two weeks.....less than two years' service
- Four weeks.....three to four years' service
- Six weeks.....five to nine years' service
- Eight weeks.....ten years' or more service

- b) Advance Notice of Staff Resignation:

Employees shall give the Employer one (1) months' written notice prior to terminating their employment.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 Outside Workers Hours of Work:

The basic work week for full-time outside workers shall consist of forty (40) hours and the basic workday shall consist of eight (8) hours.

15.02 Inside Workers Hours of Work:

The basic work week for full-time office workers shall consist of thirty-five (35) hours and the basic workday shall consist of seven hours (7) hours.

The basic work week for full-time arena workers shall consist of (40) hours and the basic workday shall consist of eight hours (8) hours.

15.03 Overtime:

All hours worked in excess of the basic workday or the basic work week shall be considered as overtime hours and shall be paid at one and one-half times (1 ½ X) the regular rate of pay for the first two (2) hours and two times (2X) the regular rate of pay for all additional hours of overtime in excess of the two (2) hours given above.

15.04 Compensation and Hours of Work on Public Holidays:

- a) When a statutory holiday occurs the work week shall be reduced by a number of hours equivalent to one (1) day's work. Employees working in excess of the reduced hours of work for that week shall be paid overtime rates for all such hours worked.
- b) An employee required to work on any holiday shall be paid in addition to their statutory holiday pay entitlement an amount equal to one and one-half times (1 ½ X) their regular rate of pay for each hour or part thereof the Employee works.

15.05 No Lay-off to Compensate for Overtime:

An employee shall not be required to lay off during regular work hours to equalize any overtime worked.

15.06 Call Back Pay:

- a) An employee called back to work outside their regular working hours shall be paid a minimum of three (3) hours at **one and one-half times (1 ½ X)** their regular rate of pay.
- b) An employee shall only be paid one and one-half times (1 ½ X) their regular rate for actual hours worked when the second or subsequent call back occurs within the first call back time period.

15.07 Time Off in Lieu of Overtime:

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and agreed upon by the Employer.

15.08 Stand-By:

An employee required to be on stand-by shall receive forty-five dollars (\$45.00) plus two (2) hours overtime for each stand-by assignment. It being recognized that a stand-by assignment for the purpose of this premium payment would not exceed twenty-four (24) consecutive hours. An employee shall also receive the call-back or overtime provisions of this Agreement for any work performed while on stand-by assignment.

Both parties agree for the purpose of this article that stand-by assignments will be scheduled evenly between Public Works Employees and on a rotational basis.

For the Public Works Department, in addition to Saturday and Sunday, weekend stand-by will include the hours from 4:00 p.m. to midnight on Friday, and midnight to 7:00 a.m. on Monday.

15.09 Paid Rest Periods:

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

15.10 Pay on Temporary Transfer, Higher Rated Job:

When an employee temporarily relieves in an out-of-scope position, the employee shall receive in addition to their regular rate of pay, the following rates which shall apply to the specific periods noted below and are not retroactive:

- a) From day one (1), an additional two dollars (\$2.00) per hour, with any overtime to be paid on the employee's regular rate of pay;
- b) After ten (10) consecutive working days, an additional two dollars and fifty cents (\$2.50) per hour, with any overtime to be paid on the employee's regular rate of pay;
- c) After one month, an additional two dollars and fifty cents (\$2.50) per hour and additional increases at the discretion of Town Council commensurate with duties performed.

The employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 6 - Check Off of Union Dues, during the period of temporary transfer.

15.11 Coffee Supplies:

The coffee and supplies shall be supplied by the Employer to the employees for each coffee break at no cost.

ARTICLE 16 - HOLIDAYS

16.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

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

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

16.02 Compensation for Holidays Falling on Saturday:

When any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

16.03 Compensation for Holidays Falling on Sunday:

When any of the above-noted holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation:

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

Less than one year -	1 ¼ working days for each month worked
One year or more -	15 working days
In the calendar year of the 5th Anniversary and each year thereafter -	20 working days
In the calendar year of the 15th Anniversary and each year thereafter -	25 working days
In the calendar year of the 25th Anniversary and each year thereafter -	30 working days

Permanent employees working less than full time hours will accumulate paid vacation time prorated for actual hours worked, using the above accumulation increments.

17.02 Vacation Schedule:

Employees must submit **all vacation** requests by **May 1st** of each vacation year. All vacations shall be arranged with the Chief Administration Officer and Department Head. **Any requests received after the deadline will be considered on a first submitted, first approved basis, and may be limited by operational requirements of the employer.**

All vacation time must be used by March 31st of the ensuing year.

17.03 Vacation Pay:

Upon request employees shall receive their vacation pay not later than the last day of work prior to the beginning of their vacation. If the employment is terminated the Town shall pay them for any unused accrued vacation entitlements.

17.04 Hospitalization and Bereavement Leave During Vacation:

Where an employee is hospitalized or on bereavement leave during their 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.

17.05 Work During Vacation:

No employee shall be required to work during their scheduled vacation period.

ARTICLE 18 - SICK LEAVE

18.01 Notification of Illness:

Whenever possible an employee who is unable to report for work shall phone the immediate supervisor thirty (30) minutes prior to the start of the shift.

18.02 Accumulation of Sick Leave:

- a) Where employees are off on sick leave and that sick leave does not qualify for short or long-term disability benefits in Article 23 - Employee Benefits, then such sick leave shall be deducted from the employee's sick leave accumulation.
- b) Full time employees who qualify for coverage in Article 23 - Employee Benefits will accumulate sick leave credits at the rate of 1.5 days per month of continuous service to a maximum of fifty (50) days. Part-time employees' sick leave credits will be prorated to a maximum of fifty (50) days.

18.03 Accumulation of Sick Leave:

Full-time employees who do not qualify for coverage in Article 23 - Employee Benefits shall accumulate sick leave credits at the rate of 1.5 days per month of continuous service to a maximum accumulation of fifteen (15) days. Part-time employees' sick leave credits will be prorated to a maximum of fifteen (15) days.

18.04 Proof of Illness:

An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying they were unable to carry out their duties due to illness. The Town shall pay the cost incurred in obtaining a medical certificate, if any, up to a maximum of fifty dollars (\$50.00).

18.05 Deduction of Sick Leave:

A deduction shall be made from the accumulated sick leave for all time absent due to illness.

18.06 Family Medical Leave:

Full-time employees shall be granted up to five (5) days of leave to attend to a sick spouse, child or parent or to accompany a spouse, child or parent to medical appointments. Such leave shall be prorated for part-time employees based on hours worked. Such leave shall be deducted from the employee's accumulated sick leave and be subject to Article 18.04.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Leave of Absence for Union Functions:

Employees selected as delegates to attend conventions or business meetings in connection with the affairs of the Union may be granted leave of absence without pay for a period not to exceed two (2) weeks. Such leave of absence will be granted only insofar as they do not unduly interfere with the regular operation of any department. Wherever possible two (2) weeks' notice of said leave requirement shall be given. The Town reserves the right to limit the number of delegates to one (1).

19.02 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 shall be allowed leave of absence without loss of seniority during their term of office.

- c) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request, during their term of office.
- d) Where any such leave occurs seniority shall be retained.
- e) The above stated leave requires a thirty (30) day written notice to the Employer.

19.03 Paid Compassionate Leave:

- a) That the Administrator be advised prior to the commencement of the leave.
- b) Leave not exceeding five (5) working days within a period of ten (10) calendar days to a maximum allowance of fifteen (15) days shall be granted in the event of a critical or life-threatening illness of a parent, wife, husband, common-law spouse, brother, sister, child or fiancé(e).
- c) Leave not exceeding three (3) working days within a period of seven (7) calendar days to a maximum allowance of nine (9) days shall be granted in the event of a critical or life-threatening illness of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild.
- d) That leave not exceeding one (1) working day shall be granted in the event of a death of an aunt, uncle, niece or nephew or to be a pall bearer at a funeral.
- e) The employee shall provide the Administrator with a written statement of the name of the person on account of whom compassionate leave is required as well as their address and relationship to the employee. Council shall be advised of all such leaves at the next following Council meeting.
- e) Council, at their discretion, may increase the number of days and may grant leave in instances other than those mentioned.

19.04 Paid Bereavement Leave:

- a) Leave not exceeding five (5) working days per calendar year be granted in the event of a death of a parent, wife, husband, common-law spouse, brother, sister, child or fiancé(e), to be taken consecutively or non-consecutively.
- b) Leave not exceeding three (3) working days per calendar year be granted in the event of a death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent or grandchild, to be taken consecutively or non-consecutively.

19.05 Maternity, Parental and Adoption Leave:

Maternity, Parental and Adoption Leave shall be granted in accordance with ***The Saskatchewan Employment Act.***

19.06 Time Off for Elections:

The Employer shall provide time off without loss of pay to vote, in accordance with ***the Canada Elections Act.***

19.07 Education Leave:

An employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations with regard to a course of study approved by the Employer.

19.08 Juror's Leave:

An employee shall be allowed a leave of absence without loss of pay when subpoenaed to appear in court as a witness, or summoned as a juror in a court case. Any remuneration awarded to the employee by the courts, other than out of pocket expenses, shall be repaid to the Town to a maximum equivalent to the salary which would have been earned during the period of absence.

19.09 General Leave:

An employee may be entitled to a leave of absence without pay and without loss of seniority when the employee requests such leave for good and sufficient cause, at the discretion of the Employer.

19.10 Compassionate Care Family Leave:

- a) 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.
- b) During the leave, the employee shall continue to accumulate all benefits and seniority. Should the employee choose to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.
- c) During the one (1) week Employment Insurance waiting period, the employee may use accumulated paid sick leave.

- d) 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.
- e) 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.
- f) An employee may take an extension without pay to the compassionate care family leave for a period of up to twelve (12) months.

19.11 Interpersonal Violence leave:

The Employer shall provide leave in accordance with *The Saskatchewan Employment Act* and *The Saskatchewan Employment (Paid Interpersonal Violence and Sexual Violence Leave) Amendment Act, 2019*.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Paydays:

- a) The Employer shall pay salaries and wages monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement.
- b) The Employer shall continue the method of payment of monthly paydays as presently established.

20.02 Pay Upon Promotion:

When an employee is promoted to a higher paying position, the employee shall receive the rate of pay for the higher paying position.

20.03 Pay on Transfer, Lower Rated Job:

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

ARTICLE 21 - ALLOWANCES

21.01 Mileage Allowance:

Rates paid to employees required to use their own automobile for the Employer's business shall be paid at the same rate established for Town Council members.

21.02 Footwear and Clothing Allowance:

a) **Public Works Employees:**

The Employer will pay to a maximum of *three hundred (\$300.00) dollars* per year for permanent full-time Public Works employees for required, approved and appropriate apparel. The employee will provide proof of purchase to the Employer when claiming the allowance.

b) **Pool Employees:**

The Employer will pay up to a maximum of one hundred fifty (\$150.00) dollars per year for required appropriate apparel for Pool employees. The employee will provide proof of purchase to the Employer when claiming the allowance.

c) **Arena Employees:**

The Employer will pay up to a maximum of one hundred fifty (\$150.00) dollars per year for required appropriate apparel for **permanent full-time** Arena employees. The employee will provide proof of purchase to the Employer when claiming the allowance.

d) **Office Employees:**

The Employer will pay up to a maximum of two hundred (\$200.00) dollars per year for apparel **containing the Town of Wilkie logo** for office staff. The employee will provide proof of purchase to the Employer when claiming the allowance.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Job Descriptions:

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. Upon request these descriptions shall be presented to the Union of the employee.

22.02 Rates of Pay:

Rates of pay for any new in-scope classifications or positions that may be established during the term of this Agreement shall be subject to negotiations between the parties to this Agreement. The Town shall have the right to establish reasonable rates to be paid until the classification or position rate is agreed upon.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Pension Plan:

All employees shall join the Saskatchewan Municipal Employees' Superannuation Plan in accordance with the conditions of said Plan.

23.02 Employee Benefit Plan:

Employees of the Town of Wilkie shall be covered in accordance with the SUMA Group Benefits Program which shall include the following:

Benefit

	<u>Premium</u>
a) Life Insurance Plan A	50/50
b) Accidental Death, Disease and Dismemberment Plan A	50/50
c) Dependent's Life Insurance (optional)	Employee
d) Short Term Disability	Employer
e) Long Term Disability	Employee
f) Extended Health Care Plan B	50/50
g) Dental Care Plan A	50/50
h) Vision Care	50/50

The Employer shall continue to pay its share of benefit costs while an employee is on disability leave. The Employer shall pay the employee's share of the benefit premium cost, on behalf of the employee. The employee shall be responsible to pay their share of monthly benefit premium costs by way of reimbursing the Employer. The Employer may cease making its share of premium payments and premium payments on behalf of the employee, if the employee share of premiums is over two (2) months in arrears.

23.03 Workers' Compensation Pay Supplement:

All employees shall be covered by *The Workers' Compensation Act, 2013*. An employee prevented from performing their regular work with the Employer on account of an occupational accident that is covered by *The Workers' Compensation Act, 2013* shall receive from the Employer the difference between the amount payable by *The Workers' Compensation Act, 2013* for a maximum of one (1) year.

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, unless the claim is disputed or appealed. 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 **Workers' Compensation Board** on the employee's Income Tax (T4) form for that year.

ARTICLE 24 – SAFETY & HARASSMENT

24.01 Union-Employer Safety Committee:

A Safety and Health Committee shall be composed of equal number of representatives appointed by the Employer and the Union.

24.02 Safety Committee Pay Provisions:

Representatives of the Union shall suffer no loss of pay for attending such Safety meetings. Copies of minutes of all Committee meetings shall be sent to the Employer and to the Union, and also shall be posted on the Bulletin Boards.

24.03 Harassment

The Employer and the Union do not condone or tolerate harassment in the workplace. The Employer agrees to take prompt and fair measures to deal with allegations of harassment of any of its employees or by any of its employees. The Employer makes this commitment based on the expectation that all employees of The Town of Wilkie conduct themselves in a manner that is respectful of the rights and feelings of others.

24.04 Definition of Harassment

Harassment means any inappropriate conduct, comment, display, action or gesture by a person:

a) That either:

- 1. Is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin, Union or political activity; or**
- 2. Adversely affects the workers psychological or physical well-being and that the person knows or ought to reasonably know would cause a worker to be humiliated or intimidated; and**
- 3. That constitutes a personal threat to the health or safety of the worker; or**
- 4. Is repeated, intentional, inappropriate conduct, comments, displays, actions or gestures; or**
- 5. A single, serious occurrence of conduct, or a single serious comment, display, action or gesture that has a lasting, harmful effect on the worker.**

d) Harassment includes any conduct, comment, display, action or gesture by a person towards a worker that:

- 1. Is of a sexual nature; and**
- 2. The person knows or ought reasonably to know is unwelcome.**

c) Harassment also includes abuse of authority, which endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of a worker. Harassment does not include any reasonable action that is taken by the employer relating to the management and direction of the employees or the workplace.

24.05 Examples of Harassment are:

- a) Verbal abuse or threats
- b) Unwelcome remarks, jokes, innuendos or taunting about a person's body, attire, age, marital status, ethnic or national origin, religion or sexuality.
- c) Displaying of pornographic, racist or other offensive or derogatory pictures, cartoons or printed matter.
- d) Practical jokes which cause awkwardness or embarrassment.
- e) Unwelcome invitations or requests, whether indirect, explicit or intimidating, such as:
- f) Leering or other gestures
- g) Unnecessary physical contact such as touching, patting, pinching or punching.
- h) Physical assault.

ARTICLE 25 - ACCOMMODATION OF EMPLOYEES

25.01 General:

Accommodation of employees within the workplace is a shared responsibility between the Employer, the Union, and the employee.

The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment to employees who are temporarily or permanently unable to return to their regular duties as a consequence of an occupational or non-occupational disability.

In consideration of accommodating an employee, the following shall apply in the order listed below:

- a) **Determine if the employee can perform his/her existing job as it is;**
- b) **If the employee cannot, then determine if the employee can perform his/her existing job in a modified form;**

- c) **If the employee cannot, then determine if he/she can perform another job in its existing form;**
- d) **If the employee cannot, then determine if he/she can perform another job in a modified form.**

Note: All options shall be considered when accommodating employees.

In such circumstances, the Employer and the Union may agree to waive certain provisions in this agreement.

25.02 Medical Information:

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

The procedure to determine that an employee is fit to perform the duties of his/her job or modified work must be made in such a way as to protect the confidentiality of the employee's medical information, which shall be limited to:

- a) **a prognosis for recovery, with or without limitation;**
- b) **a clear opinion as to the employee's fitness to return to work;**
- c) **an opinion as to the employee's fitness to perform the specific duties of his or her current job or the accommodation being considered; and**
- d) **how long any limitations may last.**

25.03 Accommodation Meetings:

The employee and union representative who attend an accommodation meeting shall be released from duty without loss of pay.

ARTICLE 26 - JOB SECURITY

26.01 Restrictions on Contracting-Out:

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees previous to January 1st, 1991, shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company or non-unit employee, that would cause displacement or lay-off of any person or persons presently employed.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration:

This Agreement shall be binding and remain in effect from January 1, **2025** to December 31, **2027**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its amendment.

27.02 Notice of Changes:

Either party may, not less than sixty (60) days or more than one hundred and twenty (120) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision of the Agreement.

27.03 Retroactivity:

All changes in the new Agreement shall be adjusted retroactively to apply to all employees presently employed unless otherwise specified.

27.04 Schedule "A":

This provision of Schedule "A" shall also form part of this Agreement.

SIGNING PAGE

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THESE PRESENTS
TO BE EXECUTED THIS 28th DAY OF January A.D. 2025.

EXECUTED ON BEHALF OF:

THE TOWN OF WILKIE

EXECUTED ON BEHALF OF:

THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 3139

Rebecca Parent

Nathan Coors



LeRoy Saerzel

SCHEDULE "A"
2025 WAGE SCHEDULE

Office:

	Entry	6 Months	1 Year	2 Years
Secretary I	\$21.30	\$21.94	\$22.58	\$23.29
Secretary II	\$23.96	\$24.71	\$25.44	\$26.18
Secretary III	\$26.97	\$27.77	\$28.60	\$29.46

- ONE YEAR is defined as **1820** hours
- 6 Months is defined as **910** hours
- Secretary II and III are at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Public Works:

	Entry	1 Year	3 Years	5 Years
Public Works I	\$3,789.76/m	\$3,971.45/m	\$4,170.69/m	\$4,383.44/m
General Maintenance	(\$21.86/hr)	(\$22.91/hr)	(\$24.06/hr)	(\$25.29/hr)
Public Works II General Maintenance/ Equipment Operator	\$4,599.33/m (\$26.53/hr)	\$4,828.77/m (\$27.86/hr)	\$5,073.65/m (\$29.27/hr)	\$5,325.56/m (\$30.72/hr)

- ONE YEAR is defined as 2080 hours
- Promotion to Public Works II shall be at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Transfer Station:

	Entry	1 Year	3 Years	5 Years
Custodian	\$18.19	\$18.70	\$19.23	\$19.78

- ONE YEAR is defined as 780 hours

SCHEDULE " A "
2025 WAGE SCHEDULE, continued

Part-time Seasonal:

	First Season	Second Season	Third Season
Part-time Seasonal	\$17.69	\$18.51	\$19.42

- Public Works and Parks & Recreation: Part-time Seasonal, one season is defined as 560 hours.

Parks and Recreation:

	First Season	Second Season	Third Season
Pool Director	\$23.83	\$24.56	\$25.31
Life Guard I	\$17.95	\$18.33	\$18.72
Life Guard II	\$19.08	\$19.47	\$19.87
Program Teaching Rate	\$19.08	\$19.47	\$19.87
Instructor I	\$20.05	\$20.45	\$20.87
Instructor II	\$21.29	\$21.70	\$22.15
Rink Director	\$26.07	\$26.84	\$27.66
Attendant I	\$18.52	\$18.90	\$19.61
Attendant II	\$21.22	\$21.84	\$22.48

- Pool: There shall be a maximum of two employees promoted to the position of Lifeguard II at any given time.
- A maximum of one Lifeguard II shall be on shift at any one time unless otherwise approved by the Recreation Director.
- **Pool Director – Will advance in steps based on date of hire anniversary.**
- Arena Attendant II requires more than three thousand and ninety (3090) hours as an Attendant I and must be a Licensed Arena Operator.

SCHEDULE "A"
2026 WAGE SCHEDULE

Office:

	Entry	6 Months	1 Year	2 Years
Secretary I	\$21.94	\$22.60	\$23.25	\$23.99
Secretary II	\$24.68	\$25.45	\$26.20	\$26.97
Secretary III	\$27.77	\$28.60	\$29.46	\$30.34

- ONE YEAR is defined as **1820** hours
- 6 Months is defined as **910** hours
- Secretary II and III are at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Public Works:

	Entry	1 Year	3 Years	5 Years
Public Works I	\$3,903.45/m	\$4,090.60/m	\$4,295.81/m	\$4,514.95/m
General Maintenance	(\$22.52/hr)	(\$23.60/hr)	(\$24.78/hr)	(\$26.05/hr)
Public Works II	\$4,737.31/m	\$4,973.64/m	\$5,225.86/m	\$5,485.33/m
General Maintenance/ Equipment Operator	(\$27.33/hr)	(\$28.69/hr)	(\$30.15/hr)	(\$31.65/hr)

- ONE YEAR is defined as 2080 hours
- Promotion to Public Works II shall be at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Transfer Station:

	Entry	1 Year	3 Years	5 Years
Custodian	\$18.74	\$19.27	\$19.81	\$20.37

- ONE YEAR is defined as 780 hours

SCHEDULE " A "
2026 WAGE SCHEDULE, continued

Part-time Seasonal:

	First Season	Second Season	Third Season
Part-time Seasonal	\$18.22	\$19.06	\$20.00

- Public Works and Parks & Recreation: Part-time Seasonal, one season is defined as 560 hours.

Parks and Recreation:

	First Season	Second Season	Third Season
Pool Director	\$24.55	\$25.29	\$26.07
Life Guard I	\$18.49	\$18.88	\$19.28
Life Guard II	\$19.65	\$20.05	\$20.46
Program Teaching Rate	\$19.65	\$20.05	\$20.46
Instructor I	\$20.66	\$21.06	\$21.49
Instructor II	\$21.93	\$22.35	\$22.81
Rink Director	\$26.85	\$27.65	\$28.49
Attendant I	\$19.07	\$19.47	\$20.20
Attendant II	\$21.85	\$22.49	\$23.16

- Pool: There shall be a maximum of two employees promoted to the position of Lifeguard II at any given time.
- A maximum of one Lifeguard II shall be on shift at any one time unless otherwise approved by the Recreation Director.
- **Pool Director – Will advance in steps based on date of hire anniversary.**
- Arena Attendant II requires more than three thousand and ninety (3090) hours as an Attendant I and must be a Licensed Arena Operator.

SCHEDULE "A"
2027 WAGE SCHEDULE

Office:

	Entry	6 Months	1 Year	2 Years
Secretary I	\$22.60	\$23.28	\$23.95	\$24.71
Secretary II	\$25.42	\$26.21	\$26.99	\$27.78
Secretary III	\$28.60	\$29.46	\$30.34	\$31.25

- ONE YEAR is defined as **1820** hours
- 6 Months is defined as **910** hours
- Secretary II and III are at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Public Works:

	Entry	1 Year	3 Years	5 Years
Public Works I	\$4,020.56/m	\$4,213.31/m	\$4,424.68/m	\$4,650.39/m
General Maintenance	(\$23.20/hr)	(\$24.31/hr)	(\$25.53/hr)	(\$26.83/hr)
Public Works II	\$4,879.43/m	\$5,122.85/m	\$5,382.63/m	\$5,649.89/m
General Maintenance/ Equipment Operator	(\$28.15/hr)	(29.55/hr)	(\$31.05/hr)	(\$32.60/hr)

- ONE YEAR is defined as 2080 hours
- Promotion to Public Works II shall be at the discretion of the **Chief Administrative Officer in consultation with Council and the immediate supervisor.**

Transfer Station:

	Entry	1 Year	3 Years	5 Years
Custodian	\$19.30	\$19.84	\$20.40	\$20.98

- **ONE YEAR is defined as 780 hours**

SCHEDULE " A "
2027 WAGE SCHEDULE, continued

Part-time Seasonal:

	First Season	Second Season	Third Season
Part-time Seasonal	\$18.76	\$19.64	\$20.60

- Public Works and Parks & Recreation: Part-time Seasonal, one season is defined as 560 hours.

Parks and Recreation:

	First Season	Second Season	Third Season
Pool Director	\$25.29	\$26.05	\$26.85
Life Guard I	\$19.05	\$19.45	\$19.85
Life Guard II	\$20.24	\$20.65	\$21.08
Program Teaching Rate	\$20.24	\$20.65	\$21.08
Instructor I	\$21.28	\$21.69	\$22.14
Instructor II	\$22.59	\$23.02	\$23.49
Rink Director	\$27.66	\$28.48	\$29.34
Attendant I	\$19.65	\$20.05	\$20.81
Attendant II	\$22.51	\$23.17	\$23.85

- Pool: There shall be a maximum of two employees promoted to the position of Lifeguard II at any given time.
- A maximum of one Lifeguard II shall be on shift at any one time unless otherwise approved by the Recreation Director.
- **Pool Director – Will advance in steps based on date of hire anniversary.**
- Arena Attendant II requires more than three thousand and ninety (3090) hours as an Attendant I and must be a Licensed Arena Operator.

TOWN OF WILKIE

POOL QUALIFICATIONS

Lifeguard I:

- Must be at least 15 years of age during the year in which he/she performs duties. If 15 years of age, must possess a Young Workers Readiness Certificate course (YWRCC) through Worksafe Saskatchewan. Signed consent from parent/guardian.
- Must possess a RLS Bronze Cross Award; and / or Red Cross Assistant Lifeguard
- Must have a valid St. John's Ambulance or Red Cross Standard First Aid
- Must have a valid CPR Certificate – Level C
- AED Certificate

Lifeguard II:

- Must have held all qualifications of a Lifeguard 1 or better, as determined by the Pool Manager, plus;
- NLS and AEC or higher or Red Cross Lifeguard

Instructor I:

- Must hold all qualifications of a Lifeguard 1 plus
- WSI;
- Must be a lifeguard 1 and be assigned to instruct a program.

Instructor II:

- Must hold all qualifications and meet all criteria of an Instructor 1, plus
- A Life Saving Instructor's Award, or higher, or Red Cross Assistant Lifeguard Instructor

May 24, 2016

LETTER OF UNDERSTANDING #1

BETWEEN: THE TOWN OF WILKIE

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3139
Hereinafter called "The Union"

RE: RELIEF WORKERS FOR WILKIE TRANSFER STATION

WHEREAS the Town of Wilkie requires an individual to work at the Wilkie Transfer Station, currently:

- Tuesday – 11:00 am to 4:00 pm (from April 1 to November 30 only)
- Thursday – 11:00 am to 6:30 pm (from April 1 to November 30)
- Thursday – 11:00 am to 4:00 pm (from December 1 to March 31)
- Saturday – 11:00 am to 4:00 pm

WHEREAS the Town of Wilkie finds it difficult to fill this position on short notice when the employee hired for the position calls in sick or requests time off for personal matters:

WHEREAS the Union understands that by calling in a relief worker (non-unionized worker) the Town of Wilkie is not taking hours of work away from unionized employees as these employees are already working or not trained in this position;

THEREFORE it is mutually beneficial to allow the Town of Wilkie to use relief workers at the Wilkie Transfer Station to fill in on short notice or when trained unionized staff are unavailable to fill in as this helps maintain a unionized job in the workplace.

Dated this 28th day of January 2025.

TOWN OF WILKIE:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3139:**









LETTER OF UNDERSTANDING #2

BETWEEN: THE TOWN OF WILKIE (Hereinafter called "The Employer")

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3139
(Hereinafter called "The Union")

RE: RECEPTIONIST POSITION AT WILKIE MEDICAL CLINIC


The Parties hereby agree:

1. The Town of Wilkie has taken over operation of the Wilkie Medical Clinic, and the Receptionist position will now become part of the CUPE Local 3139 Bargaining Unit.
2. A wage of **\$23.36** per hour has been established for this position. There will be no further increment/experience increases, as the Employer has taken that into account when determining this wage. The wage is based on what the incumbent would receive if they worked in an SHA facility.
3. The current wage established for this position will only apply to the current incumbent, Wanda Kovach. If Wanda Kovach leaves this position and the Employer hires someone to fill the vacancy, a wage scale based on experience (similar to that of other positions in the CUPE Local 3139 Collective Agreement) will be established.
4. **Any part-time/casual receptionists hired to work with the incumbent or replace for an approved leave, will be paid at the current Secretary I wage listed in Schedule "A".**
5. Future wage increased for the current incumbent would be limited to the yearly increases negotiated by the Union in collective bargaining.
6. When any paid holidays (Article 16.01) in the collective agreement fall on a Saturday and is not proclaimed as being observed on some other day, the preceding Friday shall be deemed to be the holiday.

Dated this 28 day of January 2025.

TOWN OF WILKIE:

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 3139:**

Rebecca Parrot


Nathan Evans
DeRay Saenzel