

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF CANORA**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 4438**

***CUPE*** / *Canadian Union  
of Public Employees*

**FOR THE PERIOD OF:**

**JANUARY 1, 2026 TO DECEMBER 31, 2027**

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## **ARTICLE 1 – PREAMBLE**

**1.01** It is the purpose of both parties to this agreement:

- a) To set forth the terms and conditions of employment affecting employees covered by this agreement and to provide procedures for the prompt and equitable settlement of disputes and grievances and other matters affecting the labour relations of the Town of Canora;
- b) To maintain and improve harmonious relations and settled conditions of employment between the employer and the union;
- c) To recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment, service;
- d) To encourage efficiency in operations;
- e) To promote the morale, well-being, and security of all employees in the bargaining unit of the union.

## **ARTICLE 2 – INTERPRETATION**

### **2.01 Definitions**

In this agreement, the expression:

- a) “The employer” means the Town of Canora.
- b) “Council” means the council of the Town of Canora.
- c) “Town administrator” means the appointed town administrator.
- d) “The union” means the Canadian Union of Public Employees, Local 4438.
- e) “Employee” means any person employed by the **employer**, except as provided by Article 3.01.

### **2.02 Definitions of Employees**

For the purpose of this agreement, the following definitions shall apply:

- a) A full-time employee is an employee who is regularly scheduled to work the full daily and weekly hours as stated in Article 18.

- b) A part-time employee is one who is regularly scheduled to work less than the full weekly hours as stated in Article 18.
- c) Relief and casual employees are those who do not work a regular schedule but on a call-in basis for the relief of full-time or part-time employees.
- d) A seasonal employee is any person employed by the employer in a position which is seasonal in nature and is subject to layoff due to shortage of work and recall.
- e) A temporary position is one that is in the bargaining unit temporarily due to the absence of a regular employee or due to the creation of a position for a particular purpose and with a definite end date.

### **ARTICLE 3 – SCOPE, RECOGNITION, AND NEGOTIATION**

#### **3.01 Scope**

This agreement shall cover all employees employed by the Town of Canora, except the town administrator, town superintendent, **deputy chief administrative officer**, director of leisure services, economic development officer, swimming pool manager, fire chief, employees employed by the fire department, and students as defined in Article 3.04 c).

#### **3.02 Bargaining Unit**

The employer recognizes the Canadian Union of Public Employees and its Local 4438 as the sole and exclusive collective bargaining agent for all of its employees.

#### **3.03 No Other Agreements**

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

#### **3.04 Contracting Out, Volunteers, and Work of the Bargaining Unit**

- a) The employer agrees that there shall be no reduction in the number of bargaining unit members and that no employees shall be laid off or have their hours of work reduced as a result of the employer contracting out work or soliciting the help of volunteers.
- b) Employees whose jobs are not in the bargaining unit shall not work in any job which is included in the bargaining unit, except for the purposes of instruction, a helping hand, experimentation, or emergencies, when the performance of such operations in and of itself does not reduce the hours of work or pay of an employee.

- c) When grant money is available and has specified hiring criteria, the employer may employ students under a government-funded program, or place students in an approved work experience program. The employer agrees that such placement will in no way effect the job security or hours of work of any bargaining unit member.

#### **ARTICLE 4 – NO DISCRIMINATION**

**4.01** Pursuant to and unless otherwise permitted by the Saskatchewan Human Rights Commission, the employer and the union agree that there will be no discrimination by reason of age, race, creed, colour, nationality, ancestry, place or origin, political or religious affiliation or activity, sex, sexual orientation or marital status, family relationship, place of residence, physical appearance (other than manner of dress), disability, or by reason of membership or activity in the union.

#### **ARTICLE 5 – HARASSMENT**

##### **5.01 Harassment**

- a) The employer, **the union, and its members** agree that no form of harassment shall be allowed in the workplace or work-related situations. The employer agrees to take prompt and fair measures to deal with allegations of harassment of or by any of its employees. The union and the employer expect that all managers, independent contractors, taxpayers, and union members will conduct themselves with respect for the rights and feelings of others.
- b) Harassment will be dealt with in accordance with employer policy. When an alleged victim of harassment wishes, a joint union/management committee will be struck to deal with the matter.

##### **5.02 Procedure**

- a) In cases of harassment and other forms of discrimination, an employee, group of employees, or the union shall **have the right to file a grievance**. If possible, the parties will use alternate dispute resolution before invoking the grievance procedure.
- b) Complaints or grievances about harassment shall be settled with every effort made to eliminate harassment and to protect the confidentiality of the alleged victim. Management and employees will be expected to cooperate in preventing harassment, identifying harassment situations, and **promptly** reporting and disclosing all information in order to facilitate the harassment investigation.

## **ARTICLE 6 – UNION SECURITY**

### **6.01 All Employees to be Members**

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 in employment, apply for and maintain membership in the union, 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 the periodic dues uniformly required to be paid by members of the union.

### **6.02 Access to Worksite**

#### **a) Union Meetings**

**Upon prior written approval, the employer will permit the use of its public works shop for the purpose of union meetings without cost to the union.**

## **ARTICLE 7 – CHECK OFF OF UNION DUES**

### **7.01 Check off Payments**

The employer shall deduct from every employee any dues, initiation fees, or assessments levied by the union on its members.

### **7.02 Deductions**

Deductions shall be made from the payroll of each month and shall be forwarded to the secretary-treasurer of the union not later than the fifteenth (15<sup>th</sup>) day of the month following, accompanied by a list of names, addresses, classifications, and gross wages of employees from whose wages the deductions have been made. The list shall also show amounts of dues, assessments, and initiation fees deducted from each employee.

### **7.03 Dues Receipts**

The employer agrees to record all union dues paid in the previous year on an employee's income tax (T-4) slip.

## **ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **8.01 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.

### **8.02 Copies of the Agreement**

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

### **8.03 Interviewing Opportunity**

An officer of the union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment so as not to disrupt the regular flow of work.

## **ARTICLE 9 – CORRESPONDENCE**

### **9.01 Correspondence**

All correspondence between the parties arising out of this agreement shall pass to and from the town administrator and the union president or designate. A copy of any correspondence between the employer, or their designate, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the union president or designate.

## **ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS**

### **10.01 Representation**

No employee, or group of employees, shall undertake to represent the union at meetings with the employer without the proper authorization of the union. In representing an employee or group of employees, an elected or appointed representative of the union shall be the spokesperson. The union will supply the employer with the names of its officers. Likewise, the employer shall supply the union with a list of its supervisory personnel with whom the union may be required to transact business.

#### **10.02 Bargaining Committee**

A bargaining committee shall be **established by each party**. The parties will advise **each other** of their **respective committee members**. **Bargaining meetings shall be scheduled upon mutual agreement between the union and employer**. **Should the parties agree to meet during regularly scheduled hours of work, time off with pay shall be granted to the representatives of the union bargaining committee, and the union shall reimburse the employer for receipt of all such pay and benefits**

#### **10.03 Representative of Canadian Union of Public Employees**

The union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. **Subject to providing prior notification**, such representative(s) shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance **in a manner and at a time that does not disrupt regular operations**.

#### **10.04 Information**

Within ten (10) working days of a request by the union, the employer shall make available to the union any relevant **existing information requested** by the union for collective bargaining purposes.

### **ARTICLE 11 – LABOUR MANAGEMENT COMMITTEE AND EMPLOYER'S RESOLUTIONS**

#### **11.01 Labour Management Committee**

A Labour Management Committee shall be established and maintained. The committee shall consist of the town administrator and one (1) member of **management**, plus the president of Local 4438 and one (1) other member appointed by the union.

The purpose of the committee will be to discuss workplace-related labour relations matters, including proposed or potential policy changes, in such a way as to address issues which may lead to labour relations misunderstandings or grievances.

Meetings will be held at the call of either party, but not more frequently than **quarterly** unless otherwise agreed to. Meetings will be held during normal working hours, and no employee shall suffer a loss of straight-time hourly pay as a result of attending Labour Management Committee meetings.

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **12.01 Definition of Grievance**

A grievance shall be defined as any difference or dispute between the employer and any employee(s) or the union pertaining to any matter involving the interpretation, application, or alleged violation of any provision of this agreement, when the difference or dispute has not been resolved following an informal discussion between the parties concerned.

### **12.02 Recognition of Grievance Committee**

To provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the rights and duties of the union Grievance Committee.

### **12.03 Handling Grievances During Work Hours**

A member of the Grievance Committee, as well as the aggrieved employee(s), shall be granted permission to leave assigned duties for a reasonable period and so as not to disrupt the employer's business to discuss any grievance with appropriate representatives of the employer. Such Grievance Committee member or aggrieved employee shall not lose any pay for time so spent.

### **12.04 Settling of Grievances**

At each step of the grievance procedure, the grievor shall have the right to be present. The employer and the union agree that the grievance and arbitration procedure should be an efficient and expeditious mechanism for the resolution of grievances. Therefore, the agreed procedure for the resolution of all grievances shall be as follows:

- a) Step 1
  - i) In the event of a grievance arising, following an informal discussion, the employee(s) concerned shall first refer the matter to the Grievance Committee, which, if it considers the grievance a legitimate one, shall then present it in writing within thirty (30) working days of its occurrence to the town administrator. The grievance shall be deemed abandoned and rendered outside the jurisdiction of an arbitrator if the party initiating the grievance fails to comply with the limits and procedures contained in Article 12.04 a) i).
  - ii) A representative from the Grievance Committee and the employee(s) and the town administrator shall meet to discuss the grievance within ten (10) working days of its receipt.

- iii) The town administrator shall render a written decision to the employee(s) within ten (10) working days of such discussion, with copies to the local union secretary and to the Grievance Committee.
- b) Step 2
  - i) In the event that resolution of the grievance is not achieved under Step 1, the grievance may be advanced to council by submitting it in writing within ten (10) working days of receipt of the decision at Step 1 to the town administrator.
  - ii) A hearing with council shall occur at the next regular meeting of council following receipt of the grievance, provided that three (3) working days exist between the receipt and the meeting.
  - iii) Council shall send its decision in writing to the union within ten (10) working days of the hearing.
- c) Step 3
  - i) Failing agreement under Step 2, the grievance may be referred to an arbitrator within fifteen (15) working days following receipt of council's decision at Step 2. If the parties are unable to agree to a single arbitrator within fifteen (15) working days, the grievance shall be referred to a board of arbitration.
- d) **Optional Grievance Mediation**

**The parties may agree to refer a grievance(s) to a mediator for the purpose of resolving the grievance(s) in an expeditious and informal manner. Should the parties agree to mediation, the time limits set out in this article shall be suspended until the mediation process has concluded.**

#### **12.05 Disputes Involving General Application or Interpretation**

Where a dispute on a question of general application or interpretation occurs, the employer and the union may agree to bypass Step 1 of Article 12.04.

#### **12.06 Procedure When Time Limits Expire**

If the administrator or Town Council do not reply within the prescribed time limits, and have not requested or been refused an extension, the union shall have the right to proceed to the next step. If the union does not reply within the prescribed time limits, and has not requested or been refused an extension, the grievance will be deemed to be settled on the basis of the employer's reply at the previous step.

### **12.07 Provision of Information**

The employer agrees to provide all relevant information concerning any grievance to the officers of the union upon request.

### **12.08 Technical Objections to Grievances**

No grievance shall be defeated or denied by any formal or technical objection, except per Article 12.04 a) i). An arbitrator or board of arbitration shall have the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which the arbitrator or board deems just and equitable.

## **ARTICLE 13 – ARBITRATION**

### **13.01 Composition of Arbitration Board**

- a) When either party requests that a grievance be submitted to a board of arbitration, the request shall be made by registered mail addressed to the other party to this agreement, indicating the name of its nominee on the arbitration board. The other party shall answer within seven (7) calendar days by registered mail, indicating the name and address of its nominee to the arbitration board. The two (2) nominees shall then meet to select an impartial chairperson.
- b) If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within fourteen (14) calendar days of appointment, either party may request that the Minister of Labour for the Province of Saskatchewan make the appointment.

### **13.02 Decision of the Board or the Arbitrator**

- a) The board or the arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to the board or the arbitrator. It shall hear and determine the difference or allegation and render a decision within thirty (30) calendar days after the conclusion of the hearing.
- b) The decision of the majority shall be the decision of the board. The decision of the board of arbitration or the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the board of arbitration or the arbitrator have the power to change this agreement, or to alter, modify, or amend its provisions.
- c) Should the parties disagree as to the meaning of the decision either party may apply to the arbitrator or the chairperson of the board of arbitration to reconvene the board to clarify the decision, which it shall do within ten (10) working days.

### **13.03 Expenses of the Board or the Arbitrator**

When either party refers a grievance to arbitration, each party shall pay the fees and expenses of their own nominee and witnesses and shall pay one-half (1/2) the cost of the fees and expenses of the arbitrator or chairperson of the board.

## **ARTICLE 14 – DISCHARGE, SUSPENSION, AND DISCIPLINE**

### **14.01 Discipline and Discharge**

An employee who has completed their probationary period may be dismissed or disciplined only for just cause.

### **14.02 Discipline Procedure**

When employees are disciplined, they shall be notified in writing of the action and/or penalty, with a copy to the president or designate of the union.

### **14.03 Burden of Proof**

In cases of discharge and discipline, the burden of proof shall rest with the employer.

### **14.04 Warning**

- a) The employer agrees to adhere to the principles of progressive discipline.
- b) This article shall be applicable to any expression of dissatisfaction which may be detrimental to employees' advancement or standing with the employer. The employees' reply to any expression of dissatisfaction shall become part of their record.

### **14.05 Right to have Union Representative Present**

Where a supervisor intends to interview employees for disciplinary purposes, the supervisor shall notify the employees in advance of the purpose of the interview in order that the employees may contact a union representative to be present at the interview.

### **14.06 Personnel Records**

Employees shall have the right to have access to and review their personnel record after making prior arrangements with the town administrator. Employees shall have the right to make copies of any material contained in their personnel record upon signing a release of the employer of confidentiality obligations.

#### **14.07 Voluntary Termination**

Employees desiring to voluntarily terminate employment with the employer will give two (2) weeks' written notice of such termination. Such notice may be altered by mutual agreement.

#### **14.08 Payment of Wages and Benefits of Severed Employees**

Employees who are discharged or who resign or retire from service with the employer shall be paid all wages, benefits, and vacation pay due to them on the first subsequent pay day following termination or discharge.

### **ARTICLE 15 – SENIORITY**

#### **15.01 Seniority Defined**

Seniority is defined as the start date of employment with the employer and shall include service with the employer. Seniority shall be a factor in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining-unit-wide basis.

An employee shall earn seniority for:

- a) Annual vacations;
- b) Paid holidays;
- c) All paid leaves;
- d) Any authorized unpaid leave up to sixty (60) calendar days at one time;
- e) Consecutive time off while receiving benefits under the *Workers' Compensation Act* for a period not to exceed fourteen (14) months;
- f) Consecutive time off while receiving benefits from SUMA's short or long-term disability plans for a period not to exceed fourteen (14) months;
- g) Leave granted under Article 23.01 of this agreement;
- h) Maternity leave;
- i) Parental leave;
- j) Adoption leave;

#### **15.02 Seniority List**

The employer shall maintain a seniority list showing the date upon which each employee's service commenced as per Article 15.01. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the union and posted on all bulletin boards in January of each year.

### **15.03 Probation for Newly Hired Employees**

All newly hired employees shall be on probation for four hundred eighty (480) actual hours worked. **The probationary period may be extended for an additional four hundred eighty (480) hours when circumstances warrant such extension.** During any probationary period, the employee shall be entitled to all rights and benefits of this agreement. Seniority shall be effective from the original date of employment. Probationary employees may be terminated for unsuitability as it relates to job performance.

### **15.04 Loss of Seniority**

Employees shall only lose their seniority in the event they are:

- a) Discharged for just cause and are not reinstated;
- b) Resign in writing;
- c) Fail to return to work within fifteen (15) working days following a recall as described in Article 17.03, unless through sickness or other just cause;
- d) Laid off for longer than fourteen (14) months;
- e) **Being absent from work without authorization for three (3) consecutive scheduled shifts.**

### **15.05 Transfer and Seniority outside Bargaining Unit**

No employees shall be transferred to a position outside the bargaining unit without their consent. If employees are transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Employees shall have the right to return to their position in the bargaining unit during their trial period, which shall be a maximum of ninety (90) days.

## **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

### **16.01 Job Postings**

When a new position is created or when a vacancy occurs inside the bargaining unit and when the employer intends to fill the vacancy, the employer shall immediately notify the union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week. The employer may post the position externally at their discretion.

### **16.02 Posting Information and Applications**

- a) Postings shall contain information regarding the nature of the position, its location, the necessary qualifications and skills, current hours of work, and the closing date for application. The posting shall refer applicants to the collective agreement for wage and benefit provisions.

- b) Employees shall be entitled to apply for posted positions by means of written application delivered to the Town Office by mail, hand, facsimile, or electronic transmission. No application need be considered if received later than the closing date identified in Article 16.02 a).

### **16.03 Role of Seniority in Filling Vacancies**

Both parties recognize:

- a) The principle of promotion within the service of the employer;
- b) That job opportunity should increase in proportion to length of service.

Therefore, in filling vacancies, appointment shall be made of the applicant with the greatest seniority and having the required qualifications and skills in accordance with Article 16.02 a). **Where reasonably practicable, appointments from within the bargaining unit shall be made within three (3) weeks of posting.**

### **16.04 Trial Period**

Employees shall be in a trial period for up to ninety (90) calendar days. Conditional on satisfactory service, employees shall be declared permanent after the period of ninety (90) calendar days. The employer shall not curtail the trial period without just cause. If the successful applicant proves unsatisfactory in the position during the trial period, or if the employees are unwilling to remain in the new job classification, they shall be returned to their former position and wage without loss of seniority. Any other employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage rate, without loss of seniority.

### **16.05 Promotions Requiring Higher Qualifications**

Except when qualifications are required by law, consideration for promotion may be given to the senior applicants who do not possess all of the required qualifications but are preparing for qualification prior to filling the vacancy. Such employees may be given a trial period of up to ninety (90) days to qualify for the new position, provided **employees seeking promotion actively participate in required training** to meet the qualifications of the new position within the ninety (90) day period. This time period will allow for the employees to revert to their former position if the required qualifications are not met **or for the employer to revert the employee to their former position should the employee fail to demonstrate initiative to complete the required qualifications within the trial period.**

### **16.06 Notification to Union**

The union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements, and terminations of employment.

### **16.07 Duty to Accommodate**

**The employer has a duty to accommodate as per *The Saskatchewan Human Rights Code*. When an employee is unable to perform normal duties, and conditional on a medical certificate clearly specifying the limitations, the employer shall endeavour to provide an accommodation.**

### **16.08 New Positions and Reclassifications**

Where new positions are created or current positions reclassified, the administrator will advise the union in advance of the nature of the position and the proposed wage or salary rate. In the event the union disagrees with the proposed rate, the rate shall be negotiated between the employer and the union.

### **16.09 Employee Performance Review**

When a review of employees' work performance is made, employees shall be given the opportunity to read the review. Employees' signature on their review shall not, unless stated otherwise, constitute an agreement with the contents of the review.

## **ARTICLE 17 – LAYOFFS AND RECALL**

### **17.01 Definition of Lay-Off**

Except for unplanned or emergency temporary shutdowns, a lay-off shall be defined as a temporary or permanent reduction in the workforce.

### **17.02 Role of Seniority in Layoffs**

In the event of a lay-off, employees shall be laid off in the reverse order of their seniority. An employee about to be laid off may, within five (5) working days, displace any employee with less seniority, providing the employee exercising the right has the qualifications and skills to perform the work of the less senior employee.

### **17.03 Recall Procedure**

- a) Employees shall be recalled to positions from which they have been laid off in the order of their seniority.
- b) Employees on layoff shall be notified of recall by personal contact or registered mail. Laid-off employees shall ensure that the employer has their current address.
- c) The refusal of employees to accept recall to employment will not result in termination of seniority and will not prejudice their right to recall in the future.

- d) Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.

#### **17.04 No New Employees**

New employees shall not be hired until those laid off have been given an opportunity to apply for and be placed in vacant positions, per Article 16.03.

#### **17.05 Advance Notice of Lay-Off**

Unless legislation is more favourable to the employees, the employer shall notify employees who are laid off thirty (30) calendar days prior to the effective date of lay-off. If the employees have not had the opportunity to work the days as provided in this article, they shall be paid at their regular rate of pay for the thirty (30) calendar days for which work was not made available.

#### **17.06 No Loss of Seniority During Layoff**

If laid off employees are re-employed within fourteen (14) months, they shall be credited with previous service for the purpose of determining seniority, length of service, vacations, and other benefits based on length of service.

### **ARTICLE 18 – HOURS OF WORK**

#### **18.01 Regular Shifts**

Normal working hours, exclusive of mealtimes, Monday through Friday, both days inclusive shall be:

For outside staff:

- i) eight (8) hours in any one day;
- ii) forty (40) hours in any one week.

For inside staff:

- i) seven and one-half (7.5) in any one day;
- ii) thirty-seven and one-half (37.5) in any one week

#### **18.02 Days of Rest**

With the exception of pool staff, and unless otherwise mutually agreed upon by the parties to this agreement, each employee shall be entitled to two (2) consecutive days of rest in every seven (7) day period.

### **18.03 Lunch Period**

All employees on regular shifts shall be entitled to a one (1) hour unpaid break for lunch. Employees on lunch shall not be considered as being on duty during the lunch period and the lunch period will not be counted in the calculation of hours worked.

### **18.04 Rest Periods**

Employees shall be entitled to a twenty (20) minute rest period in the first half of a shift and a twenty (20) minute rest period in the second half of a shift **of at least seven (7) hours or more.**

### **18.05 Work Schedules**

Employees' days and hours of work shall be posted on all the approved bulletin boards one (1) week in advance.

### **18.06 Changing Shifts**

Except in cases of emergency, one (1) week's notice shall be given of all changes of shifts.

## **ARTICLE 19 – OVERTIME**

### **19.01 Overtime Defined**

Overtime means the hours employees are required to work in excess of eight (8) hours a day (exclusive of the lunch period) or forty (40) hours a week. Employees shall be paid one and one-half (1 ½) their regular rate of pay for each hour or part of an hour of overtime they are required to work.

### **19.02 Time Off in Lieu of Overtime**

Instead of a cash payment, an employee may choose to receive time off equal to the appropriate overtime earned at a time selected by the employee and agreed upon by the employer, **subject to operational requirements. An employee may accrue a maximum of forty (40) hours in their bank at any one time. Any lieu time accrued in excess of forty (40) hours shall be paid out at the rate the lieu time was accrued.**

### **19.03 Call Back Guarantee**

An employee who is called back to work outside of their regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

#### **19.04 Voluntary Overtime**

Overtime work shall be on a voluntary basis except in cases of emergency.

### **ARTICLE 20 – PUBLIC HOLIDAYS**

#### **20.01 Public Holidays**

Except as otherwise provided, the following shall be observed as paid holidays:

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

any other day proclaimed as a holiday by the federal, provincial, or municipal government.

On December 24, employees would be allowed to cease work at noon. Overtime provisions do not apply as on statutory holidays.

#### **20.02 Compensation for Holidays Falling on Saturday or Sunday**

When any public holiday falls on a Saturday or Sunday, the previous Friday, or the following Monday, shall, at the discretion of the employer, be deemed to be the holiday for the purpose of this agreement.

#### **20.03 Overtime Rate for Public Holiday**

Employees who work on a holiday shall be paid at their regular rate of pay for each hour or partial hour they work, plus a sum equal to one and one-half (1 1/2) times the employees' regular rate of pay for each hour or part thereof they work on such holiday.

### **ARTICLE 21 – ANNUAL VACATION**

#### **21.01 Length of Vacation**

Employees shall be entitled to vacation leave with pay as follows:

- a) Employees shall be entitled, from the date of employment to their first-anniversary date of one year of service, to a vacation leave with pay one and one-quarter (1 1/4) days of vacation leave for every month of service.

- b) Subsequent to the first-anniversary date, for one year of service, an employee shall be entitled to three (3) weeks vacation with pay for each full year of service.

A “year of service” will be the period from one anniversary date to the same date in the following calendar year.

- c) Employees shall be entitled to four (4) weeks annual vacation, with pay, after they have completed ten (10) years of service with the **employer**. Employees shall be entitled to the extra week of vacation at any time during the year, after their tenth (10th) anniversary date, and for each subsequent full year of service thereafter be entitled to four (4) weeks annual vacation.
- d) Employees shall be entitled to five (5) weeks annual vacation after they have completed twenty (20) years of service with the **employer**. The employee shall be entitled to the extra week of vacation at any time during the year, after their twentieth (20th) anniversary date, and for each subsequent full year of service thereafter be entitled to five (5) weeks annual vacation leave.

#### **21.02 Vacation Preference**

All employees shall, on a first-come, first-serve basis, be granted the vacation period preferred by the employee, or at such time as may be mutually agreed upon by the **employer** and the employee.

#### **21.03 Unbroken Vacation Period**

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the town administrator.

#### **21.04 Banking Vacation Credits**

Employees shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The banked vacation shall be taken within the following vacation year at the rate of pay when the vacation is earned.

#### **21.05 Compensation for Holidays in Vacations**

When a public holiday falls within an employee’s annual vacation, such employee shall be given an additional day of annual vacation in lieu of the holiday at a time mutually agreeable between the employee and the town administrator.

### **21.06 Approved Leave of Absence During Vacation**

When employees qualify for sick leave, compassionate or any other approved leave during their vacation period, there shall be no deduction from vacation credits for the absence. The period of vacation displaced shall either be added to the vacation period or reinstated for use at a later date, at the employees' option, provided adequate staffing levels are maintained. The employer has the right to request a medical certificate.

### **21.07 Overtime Vacation Rate**

No employees shall be required to work during a scheduled vacation period except in case of emergency. However, should employees agree to work when requested during a scheduled vacation, they shall be paid for a minimum of three (3) hours at the overtime rate plus one (1) vacation day in lieu off for each day in which work was performed.

## **ARTICLE 22 – SICK LEAVE**

### **22.01 Sick Leave Defined**

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled **and unable to perform their duties**, or under examination or treatment by a **recognized medical professional**, or because of an accident for which compensation is not payable under the *Workers' Compensation Act* and includes time for absence from work due to check-ups and other preventative health care **appointments**.

### **22.02 Paid Sick Leave**

Employees shall be entitled to paid sick leave as follows:

- a) All full-time employees shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each month of service to a maximum accumulation of forty-five (45) days.
- b) Short-term disability benefits shall be provided to regular full-time employees through the Saskatchewan Urban Municipalities Association Group Benefits Program, and employees are required to apply for benefits in accordance with the plan requirements.
- c) When an employee is on sick leave which does not qualify for short-term disability benefits, then such leave shall be deducted from an employee's sick leave credits.

- d) Employees may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they are unable to carry out their duties due to illness. After ten (10) working days, the employer may request a certificate of second opinion from another medical practitioner acceptable to the employer certifying that the employees are unable to carry out their duties due to illness. The employer shall bear the cost of the certificates.
- e) Notwithstanding Article 22.02 d) above, where a pattern of absence due to sick leave is identified, employees may be required to provide a certificate from a medical practitioner for illnesses of three (3) days or less. In such cases, an employee may be required to attend a medical practitioner selected by the employer. The employer shall bear the cost of these certificates.

### **22.03 Sick Leave Credits Retained**

Laid-off employees shall retain their cumulative sick leave credits existing at the time of the layoff.

## **ARTICLE 23 – OTHER LEAVES OF ABSENCE**

### **23.01 Leave of Absence for Union Functions**

One (1) employee representing the union at a Canadian Union of Public Employees convention, conference, or educational shall be granted leave without loss of seniority to attend upon giving two (2) weeks' written notice. Employees attending these events shall be paid their regular wage and shall be provided their regular benefits during the leave. The employer shall invoice the union for those wages and the employer's portion of the benefit premiums. Additional employees may be granted leave under this article at the employer's discretion.

### **23.02 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 unpaid leave of absence, without benefits and without loss of seniority, 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 unpaid leave of absence without benefits and with loss of seniority during their term of office.
- c) An employee who is elected or selected for a full-time position with the union shall be granted unpaid leave of absence without benefits and with seniority accumulation for a period of one (1) year.

### **23.03 Bereavement Leave**

An employee shall be granted up to three (3) working days of leave without loss of pay or benefits or seniority plus one (1) day of travel if more than a **four hundred (400) kilometre** radius from the Town of Canora in the case of a death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and equivalent common-law and “step” relationships, grandparent, grandchild, or fiancé.

### **23.04 Pallbearer’s Leave**

One (1) day leave to attend a funeral as a **pallbearer** without loss of pay, benefits, or seniority **shall not be unreasonably denied**.

### **23.05 Family Responsibility Leave**

Employees shall be granted **up to** three (3) days with pay per year to attend to:

- a) The temporary care of a dependent family member;
- b) Medical and dental appointments for dependent family members;
- c) Critical illness of family members (**spouse, parent, child, grandchild, fiancé, sibling, or anyone of equivalent status**).

Leave shall be deducted from an employee’s accumulated sick leave.

### **23.06 Maternity Leave**

- a) An employee shall, upon their written request providing at least two (2) weeks’ advance notice, be granted maternity leave to become effective twelve (12) weeks **immediately** preceding the date of expected delivery, or such shorter period as may be requested by the employee, providing that they commence maternity leave no later than the date of delivery.
- b) Maternity leave shall be without pay and benefits, except during the health-related absence or “disability period” that occurs **during** every pregnancy where an employee is absent from work and is also in receipt of sick leave. The pregnant employee may move from the unpaid maternity leave to sick leave and return to maternity leave once they have recovered from the birth.
- c) The leave shall consist of any period **up to** twelve (12) months in any combination before or after the birth of the child.

- d) An employee on such leave shall provide the employer with at least two (2) weeks' written notice of readiness to return to work. The employer shall reinstate them in the same or equivalent position held by them immediately prior to taking leave.

### **23.07 Adoption and Parental Leave**

- a) An employee shall, upon written request and two (2) weeks' advance notice, be granted leave without pay for up to twelve (12) months for the purpose of adopting a child or for parenting duties following the birth of a child.
- b) An employee on such leave shall provide the employer with at least two (2) weeks' written notice of readiness to return to work. The employer shall reinstate the employee in the same or equivalent position held immediately prior to taking leave.

### **23.08 Accrual of Seniority/Benefits During Maternity, Adoption, and Parental Leave**

While on the above leave(s), employees shall accumulate seniority and service towards vacation credits. Pension and group benefits may be continued as per Article 27.03.

### **23.09 Time Off for Elections**

Employees shall be allowed four (4) non-working consecutive hours before the closing of the polls in any federal election or referendum and three (3) non-working hours in any provincial or municipal election or referendum. Employees shall receive pay, benefits, and seniority for any hours in the four (4) or three (3) hour period that they are scheduled to work.

### **23.10 Paid Jury or Court Witness Duty Leave**

The employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or witness in any court.

### **23.11 General Leave**

An employee shall be entitled to leave of absence without pay and benefits and without loss of seniority when the employee requests such leave for good and sufficient cause. Such requests shall be in writing and will be subject to approval at the discretion of the employer.

## **ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Paydays**

The employer shall pay salaries in accordance with Schedule “A,” which forms part of this agreement.

Payment of wages shall be on a **bi-monthly** basis by **direct deposit to a Canadian financial institution.**

### **24.02 Equal Pay for Work of Equal Value**

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

### **24.03 Acting Supervisor Premium**

Employees who fill in for temporary absences of the public works supervisor will receive the following premiums:

- a) If the absence is for **five (5)** consecutive working days or less, the employee will receive **one dollar (\$1.00)** per hour on top of the employee’s regular rate of pay. The premium will be paid for all hours worked, including overtime.
- b) If the absence is in excess of **five (5)** consecutive working days, the relieving employee will **perform the assigned duties and** receive the rate of pay normally paid to the public works supervisor.

### **24.04 Temporary Performance of Higher Duties**

When employees temporarily relieve in or perform the duties of a higher paying position for more than fifteen (15) consecutive working days, inside or outside the bargaining unit, they shall be paid at the rate of the higher paid position that is closest to but higher than their regular rate of pay.

### **24.05 Pay on Temporary Transfers, Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, the employee’s pay rate shall not be reduced.

### **24.06 Standby**

- a) Employees required to be on standby outside of regular working hours Monday to Friday shall be paid **one dollar (\$1.00)** per hour plus a minimum of three (3) hours at the applicable overtime rate per call out.

- b) Employees required to be on standby on a weekend, or holiday shall be paid **one dollar (\$1.00)** per hour plus a minimum of three (3) hours pay at the applicable overtime rate of pay per call out.

#### **24.07 Water Works Standby**

- a) **The parties recognize the necessity to provide after-hours on-call standby coverage of the water works. In order to provide this after-hours coverage, it is necessary for a designated employee who has water certification and experience to carry a cell phone outside of regular working hours.**
- b) **Certified employees who perform this function will receive a stand-by premium rate of one dollar (\$1.00) per hour for all hours designated as standby.**
- c) **This will require a certified staff member to carry the water works cell phone and be accountable for utilities issues outside of regular working hours. Automated utilities alarms will be directed to the water works cell phone.**
- d) **This requirement should not affect usage of, or standby pay for, the primary public works cell phone. However, when a single staff member carries both phones, they will receive standby pay at the rate of two dollars (\$2.00) per hour. It is the employer's expectation that, as much as practical, the phones will be carried together by a single certified employee.**

#### **24.08 Facility Checks**

- a) **Employees required to perform facility checks on weekends or statutory holidays shall receive two (2) hours pay per day at the applicable overtime rate.**
- b) **Where an employee assigned facility checks is required to perform duties other than the monitoring of equipment, they shall, in addition to the provisions in Article 24.06 a), be paid at the applicable overtime rate for each hour or portion of an hour they perform such duties.**

#### **24.09 Mileage Allowance**

Employees required to perform work duties for the **employer** in such a way as they are required to use their own vehicle will be paid a mileage rate, which will be equal to the mileage rate paid to members of Town Council.

## **ARTICLE 25 – HEALTH AND SAFETY**

### **25.01 Occupational Health and Safety Committee**

An Occupational Health and Safety Committee shall be established which is composed of an equal number of union and employer representatives, but with a minimum of two (2) union and two (2) employer members. The Occupational Health and Safety Committee shall hold meetings as required by provincial legislation or as requested by the union or by the employer for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings, and copies shall be sent to the employer, the union, and the provincial government, with a copy posted at the Town Hall and Workshop.

### **25.02 Health and Safety Clothing, Tools, and Equipment**

The employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment, and protective clothing required. These shall be maintained and replaced, where necessary, at the employer's expense.

## **ARTICLE 26 – TRAINING AND EDUCATIONAL LEAVE**

### **26.01 Training Opportunities Posted**

The employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- a) Type of course (subject and materials covered);
- b) Time, duration, and location of course;
- c) Minimum qualifications required for applications.

When practical, this bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training.

### **26.02 Training Compensation**

Training shall be compensated as follows:

When the employer requires employees to take a specific course, or to attend an educational event that has relevance to and/or will be of benefit to the employee's work, the employees shall:

- a) Be reimbursed costs associated with the course or event, including registration, travel, accommodations, meals, and course materials;

- b) Receive time off with pay to attend courses or educational leaves during regular working hours.

## **ARTICLE 27 – EMPLOYEE BENEFITS**

### **27.01 Pension**

All permanent employees shall join the Municipal Employees Pension Plan. The employer and employee shall make contributions in accordance with the provisions of the plan.

### **27.02 Group Benefits Plan**

The parties agree to maintain the coverage provided through the existing group benefits plan through the Saskatchewan Urban Municipalities Association that includes life insurance, accidental death and dismemberment, long-term disability, short-term disability, and dental. The cost of the plan shall be shared equally by the employer and the employee; however, employees are deemed to have paid all of the short-term disability plan and long-term disability plan cost out of their share. Employees shall be permitted to purchase additional life insurance and accidental death and dismemberment coverage. The employer shall deduct the additional premiums from the employees' pay cheques.

### **27.03 Continuation of Pension and Benefits**

Employees may choose to continue their pension or group benefits by contributing 100% of the premiums during an approved leave of absence.

### **27.04 Employee and Family Assistance Plan**

The employer shall maintain and fully fund an employee and family assistance plan.

## **ARTICLE 28 – GENERAL CONDITIONS**

### **28.01 Bulletin Boards**

The employer shall provide bulletin boards in the Town Office and Public Workshop 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 any other notices that may be of interest to the employees.

### **28.02 Communication to Members**

Union representatives are entitled to distribute union literature and to convene union meetings with prior notification on the employer's Public Workshop premises during non-working hours.

## **ARTICLE 29 – COPIES OF AGREEMENT**

### **29.01 Copies of Agreement**

The employer agrees to provide each employee and the union with a copy of the collective agreement.

## **ARTICLE 30 – TERM OF AGREEMENT**

### **30.01 Duration**

This agreement shall be binding and shall remain in effect from January 1, 2026, to December 31, 2027, and shall continue in force thereafter on the same terms and conditions unless written notice is given by either party to the other in the manner hereinafter provided.

### **30.02 Notice of Changes**

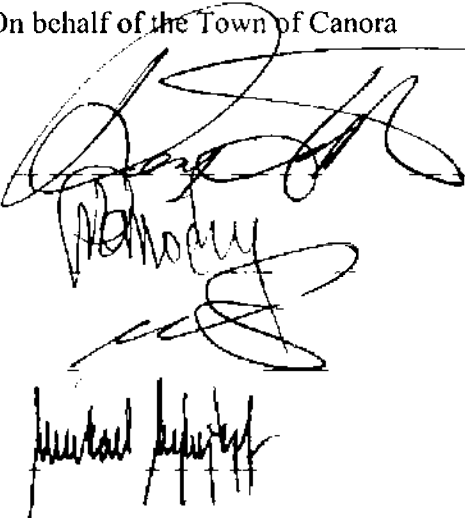
Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred twenty (120) days prior to the termination date, give notice in writing to the other party to negotiate revisions.

SIGNING PAGE


SIGNED THIS 5<sup>th</sup> DAY OF May, 2026.

On behalf of the Town of Canora

On behalf of the Canadian Union of  
Public Employees, Local 4438



Handwritten signatures for the Town of Canora, including a large signature at the top, a signature that appears to read 'Murray', and another signature below it.



Handwritten signatures for the Canadian Union of Public Employees, Local 4438, including a signature at the top and two others below it.

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## SCHEDULE "A"

### Classifications and Salary Rates

<b>Classification</b>	<b>Effective Jan. 1, 2026</b>	<b>Effective Jan. 1, 2027</b>
Labourer I	25.76	26.53
Labourer II	29.84	30.73
Assistant WTP Operator	29.84	30.73
WTP Operator	32.64	33.62
Senior Operator	37.66	38.79
Office Clerk	24.12	24.85
Caretaker	22.02	22.68
Casual Relief Office	20.07	20.68
Casual Relief Caretaker	20.07	20.68

<b>Swimming Pool Staff</b>	<b>Effective Jan. 1, 2026</b>	<b>Effective Jan. 1, 2027</b>
Level 1	16.50	17.00
Level 2	17.50	18.03
Level 3	18.50	19.06
Level 4	19.50	20.09

**LETTER OF UNDERSTANDING #2002-01**

**BETWEEN**

**THE TOWN OF CANORA**

**AND**

**THE CANADIAN UNION F PUBLIC EMPLOYEES, LOCAL 4438**

**Re: Use of Town Workshop**

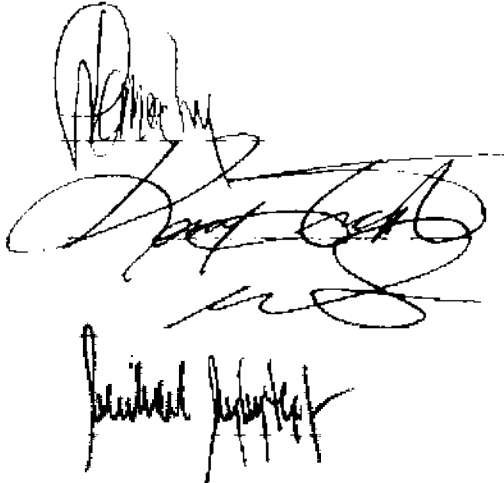
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Employees shall have access to and use of the Town Workshop one (1) day each week as designated by the Labour Management Committee.

The Labour Management Committee shall monitor employee access and use of the Town Workshop. At any time after sixty (60) days following the signing of this letter of understanding, the Labour Management Committee may make a recommendation to council to increase the weekly access and, subject to council's approval, employee access and use of the Town Workshop may be increased.

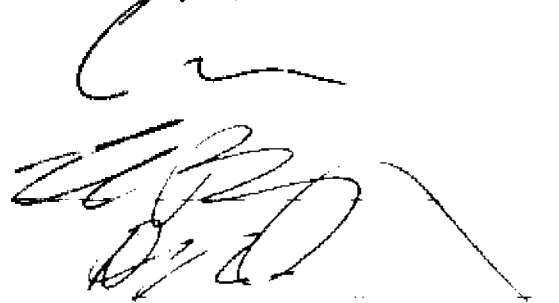
Signed this 5 day of May, 2026.

On behalf of the Town of Canora



Three handwritten signatures in black ink, stacked vertically, representing the Town of Canora.

On behalf of the Canadian Union of  
Public Employees, Local 4438



Two handwritten signatures in black ink, stacked vertically, representing the Canadian Union of Public Employees, Local 4438.