CUPE | Canadian Union of Public Employees

COLLECTIVE AGREEMENT

between

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 885

and

TOWN OF WAKAW

January 1, 2026 to December 31, 2029

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TABLE OF CONTENTS

PREAMBLE 1

ARTICLE 1 – INTERPRETATION 1

ARTICLE 2 – MANAGEMENT RIGHTS AND NO DISCRIMINATION 3

ARTICLE 3 – NO DISCRIMINATION 3

ARTICLE 4 – SCOPE 3

ARTICLE 5 – UNION SECURITY 4

ARTICLE 6 – CHECK-OFF OF UNION DUES 4

ARTICLE 7 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES 5

ARTICLE 8 – ACCESS TO WORKSITE 5

ARTICLE 9 – BULLETIN BOARDS 5

ARTICLE 10 – LANGUAGE IN RESPONSE TO POTENTIAL LEGISLATION 5

ARTICLE 11 – SENIORITY 6

ARTICLE 12 – LAY-OFFS AND REHIRING 7

ARTICLE 13 – VACANCIES AND NEW POSITIONS 8

ARTICLE 14 – PROBATION AND TRIAL PERIOD 9

ARTICLE 15 – DISCIPLINARY PROCESS 10

ARTICLE 16 – GRIEVANCE PROCEDURE 12

ARTICLE 17 – HOURS OF WORK 13

ARTICLE 18 – OVERTIME 14

ARTICLE 19 – STAND-BY AND CALL BACKS 14

ARTICLE 20 – CLASSIFICATIONS AND WAGE RATES 14

ARTICLE 21 – SICK LEAVE PROVISIONS 15

ARTICLE 22 – WORKPLACE ACCOMMODATION 16

ARTICLE 23 – LEAVE OF ABSENCE 17

ARTICLE 24 – SUPPLEMENTATION OF COMPENSATION AWARD 20

ARTICLE 25 – VACATIONS 21

ARTICLE 26 – PAID HOLIDAYS 21

ARTICLE 27 – MISCELLANEOUS 22

ARTICLE 28 – TERM OF AGREEMENT 23

ARTICLE 29 – NO CONTRACTING OUT 23

ARTICLE 30 – HEALTH AND SAFETY 23

ARTICLE 31 – HARASSMENT 27

ARTICLE 32 – BENEFITS 28

ARTICLE 33 – JOB DESCRIPTIONS 29

SCHEDULE "A" – WAGES 30

SIGNING PAGE 31

MEMORANDUM OF AGREEMENT RE: IRREVOCABLE ELECTION FOR SUPERVISORY EMPLOYEES 32

THIS AGREEMENT MADE THIS 19th DAY OF May, **2026.**

BETWEEN: THE TOWN OF WAKAW,
IN THE PROVINCE OF SASKATCHEWAN
Hereinafter called "The Employer"

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 885,
Affiliated with the Canadian Labour Congress,
Hereinafter called "The Union"

PARTY OF THE SECOND PART

PREAMBLE

It is the purpose of this Agreement to provide a framework that:

a) represents a respectful relationship between the parties and provides just working conditions;

b) recognizes the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and wages; and

c) promotes morale, well-being and security of all employees in the Bargaining Unit in an atmosphere of mutual dignity and respect.

ARTICLE 1 – INTERPRETATION

1.01 **CAO** – means the duly appointed Chief Administrative Officer of the Town of Wakaw.

1.02 Bargaining Unit – means the members of CUPE Local 885 Town of Wakaw.

1.03 Basic Rate of Pay – shall mean the employee's hourly rate of pay based on their current pay step within their Classification.

1.04 Call-out – shall be defined as being called back to work after their normal hours of work.

1.05 Employee – shall mean a person assigned to a position falling within the scope of this Agreement.

1.06 Employer – shall mean the "Town of Wakaw".

1.07 Interpretations in this Agreement – unless otherwise required by the context, all words in the singular shall include the plural and all words in the plural shall include the singular.

1.08 In interpreting this Agreement or any provisions thereof, it is agreed that the fundamental consideration shall be the harmonious relationship which must prevail between the Town and its employees, rather than strict legal interpretations or definitions, always keeping in mind that the Town Council is operating a non-profit organization with public funds.

1.09 Members – shall mean members of CUPE Local 885 Town of Wakaw.

1.10 Mutual Agreement – shall mean agreed to by both the Town of Wakaw and CUPE Local 885.

1.11 Overtime – shall mean work performed by an employee in excess of their regularly scheduled hours of work, with the prior approval of the Employer.

1.12 Parties – shall mean the Town of Wakaw and CUPE Local 885.

1.13 Part-Time Employee – shall mean an employee who is hired to work regularly scheduled shifts but who works less than the full-time hours of work as specified in Article 17.

1.14 Permanent Employee – shall mean either a full-time or part-time employee who is filling a permanent position and who has successfully completed the required probationary period.

1.15 Probationary Employee – shall mean a probationary employee is a newly hired full-time or part-time employee who has not completed the probationary requirements.

1.16 Seasonal Employee – shall mean an employee occupying a seasonal position established by the Employer, and who is subject to lay-off and recall due to the cyclical nature of the work.

1.17 Temporary Employee – shall mean an employee who is employed in work of a temporary nature.

1.18 Union – shall mean the Canadian Union of Public Employees, Local 885.

1.19 Union Officer – shall mean a Union Steward.

ARTICLE 2 – MANAGEMENT RIGHTS AND NO DISCRIMINATION

2.01 Management Rights

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

Without limiting the generality of the foregoing, the CAO may, from time to time as necessary for the fulfillment of the statutory obligations of the CAO and the Employer, including but not limited to pursuant to *The Municipalities Act*, modify job descriptions and duties as necessary to meet operational requirements, provided those changes are reasonable and communicated to impacted employees and to the Union.

ARTICLE 3 – NO DISCRIMINATION

3.01 No Discrimination

a) The Town and the Union recognize the right of employees to work in an environment free of harassment and agree that there shall be no discrimination or harassment with respect to any employee by reason of age, race, creed, colour, ancestry, or place of origin, nationality, religion, political affiliation or activity, sexual orientation, sex, marital or family status, place of residence, disability (subject to bona fide occupational requirements), physical size or weight, nor by reason of their membership or activity in the Union.

b) If discrimination or harassment has taken place, appropriate action, as determined by management, in consultation with the Union, shall be taken against the harasser. The Town, with the co-operation of the Union, will ensure that the discrimination or harassment ceases. Complaints or grievances with respect to discrimination or harassment shall be handled so as to protect the confidentiality of those involved.

ARTICLE 4 – SCOPE

4.01 Both parties mutually agree that this Agreement shall cover all employees employed by the Town of Wakaw except the Chief Administrator Officer, Public Works Manager, Rink Attendant, Recreation Centre Attendant, Fire Chief, Transit Van Driver and Summer Students.

ARTICLE 5 – UNION SECURITY

5.01 Every employee who is now or hereafter becomes a member of the Union shall maintain their 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 their employment, apply for and maintain membership in the Union as a condition of their employment.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Upon written authorization from the employee, the Employer shall deduct from every employee any monthly dues, initiation fees or assessments levied in accordance with the Union by-laws and owing by the employee to the Union. Deductions will be made each month and shall be forwarded to **CUPE National**, accompanied by a list of employees from whom deductions have been made, not later than the fifteenth (15th) day of each month, **with a copy to the Secretary-Treasurer**.

6.02 A Union member temporarily assigned, or temporarily reclassified to an out-of-scope position, will continue to pay Union dues based on their rate of pay in their last in-scope position.

6.03 Dues Supporting Documentation

a) Along with the deductions, the Employer will provide:

i. a completed Union dues remittance form, supplied by the Union, and

ii. an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

6.04 Delay in Remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus two percent (2%) per month, or prorated if less than a month.

6.05 T-4 Slip

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 7 – THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

7.01 The Town agrees to inform new members with the fact that a Union Agreement is in effect and after hiring, a new employee shall be provided with a copy of the Collective Agreement and the name and contact information for the Local President.

ARTICLE 8 – ACCESS TO WORKSITE

8.01 Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

8.02 Work Site Access

The representative designated by the Union will be given access to worksites to meet with employees covered by this Collective Agreement, whether paid or unpaid.

ARTICLE 9 – BULLETIN BOARDS

9.01 The Employer will provide a Union bulletin board in each worksite. These boards will be located in areas that are highly visible to employees.

ARTICLE 10 – LANGUAGE IN RESPONSE TO POTENTIAL LEGISLATION

10.01 Information Related to Legislative Disclosure

The Employer will provide information to the Union that will assist it in fulfilling any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the Union requesting any such information.

10.02 Leave with Pay for Compliance with Union Legal Disclosure Requirements

The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of Union finances or other affairs.

10.03 Disclosure and Leave with Pay for Dues Collection and Authorizations

a) If legislation is enacted that alters the current dues deduction or remittance language as set out in this Collective Agreement or existing legislation, the Employer will provide:

i. An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the Bargaining Unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within ten (10) days of each pay period.

ii. Paid Union Leave and access to the workplace during working hours for the Union to meet with each employee in the Bargaining Unit in order to collect dues and authorizations.

ARTICLE 11 – SENIORITY

11.01 Calculation of Seniority

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

11.02 Seniority List

a) The Employer will maintain a seniority list showing the date upon which each employee's service commenced.

b) Any employee may request information from the Employer relative to their own seniority.

c) On request, the President, Secretary or Secretary-Treasurer of the Union will be supplied with a copy of the seniority list and/or with the necessary information relative to seniority and rates of pay of any employee or group of employees.

11.03 Seniority During Absence

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

11.04 Loss of Seniority

An employee shall lose all seniority for any of the following:

- They voluntarily resign and do not rescind the resignation within seven (7) days.
- They are discharged for cause and subsequently not reinstated.
- They are laid off and fail to return to work within ten (10) calendar days from the receipt of the Town's notice by Registered Mail to return to work, unless for medical reasons, or the Town accepts other good reasons.
- They are laid off, and the time elapsed from their lay-off date exceeds twelve (12) months.

ARTICLE 12 – LAY-OFFS AND REHIRING

12.01 **Definition of Lay-Off**

A lay-off shall be defined as any Employer-initiated reduction in the workforce or a reduction in the regular hours of work.

12.02 Role of Seniority in Lay-Offs

a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their departmental seniority, subject to them possessing the necessary qualifications and ability, as determined by the Employer, to perform the work that is available.

b) An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right possesses the necessary qualifications and ability, as determined by the Employer, to perform the work that is available.

12.03 Contracting Out and Work of the Bargaining Unit

a) The Employer agrees that no permanent full-time, part-time, or seasonal employee on staff shall lose their employment as a result of contracting out.

b) Except as set out herein, the Employer agrees to consult with the Union a minimum of fourteen (14) calendar days prior to any contracting out. When emergent circumstances arise, the Employer will advise the Union as soon as possible before and/or after the event.

12.04 Recall Procedure

a) Employees shall be recalled in the order of their seniority, provided that they have the required qualifications and ability to perform the available work as determined by the Employer.

b) Seasonal employees who have completed their probationary period will be called back the following year in order of seniority based on their qualifications and ability to perform the available work as determined by the Employer.

12.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

12.06 Advance Notice of Lay-Off

a) In the event of a lay-off of a permanent employee, the Employer shall give written notice, pay in lieu, or a combination of both to employees who are to be laid off. The notice varies by length of employment.

i. one (1) week written notice, if the period of employment is less than one (1) year

ii two (2) weeks' written notice, if the period of employment is one (1) year or more but less than three (3) years

iii. four (4) weeks' written notice, if the period of employment is three (3) years or more but less than five (5) years

iv. six (6) weeks' written notice, if the period of employment is five (5) years or more but less than ten (10) years

v. eight (8) weeks' written notice, if the period of employment is ten (10) years or more

b) Where notice is not provided, payment in lieu of notice shall be provided.

ARTICLE 13 – VACANCIES AND NEW POSITIONS

13.01 With respect to any new position or any vacancies of a promotional nature coming within the scope of this Agreement, employees shall be entitled to bid for such positions or vacancies by means of written applications. In considering such applications and

filling such positions, the Employer shall give preference to applicants having seniority over other applicants, provided that the Employer shall not be required or obliged to appoint to or retain in any position any person who does not have the skill and ability required for the position.

13.02 While performing duties temporarily in an out-of-scope position, an employee shall be deemed to be within the scope of the Bargaining Unit during the relief period. No employee shall work temporarily in an out-of-scope position against their wishes. If an employee works in or is expected to work in a temporary out-of-scope position for two (2) months or longer, their permanent position will be filled on a temporary basis.

ARTICLE 14 – PROBATION AND TRIAL PERIOD

14.01 The appointment of any new employee shall be on probation for the first **ninety (90)** calendar days of their employment. If their services have been satisfactory during this probationary period, seniority shall be considered to date from the time of their original date of employment. This provision shall not affect the obligation of the employees under Article 5 – Union Security of this Agreement.

14.02 By mutual agreement of the Local of the Union and the Town, an extension may be granted. The circumstances warranting the extension, the improvements expected by the Town and the duration of the probationary extension must be communicated to the employee.

14.03 Trial Period

a) The successful internal applicant shall be notified within one (1) week of the appointment to the permanent or temporary position.

b) A trial period of sixty (60) calendar days shall be served by the successful Internal Applicant to a permanent or temporary position. Conditional on satisfactory performance, the employee shall remain in the permanent or temporary position as applied to.

c) The trial period may be extended, upon application by the Town, the employee or the Union, prior to the expiration of the first trial period, for a further period of up to or equal in length to the initial trial period upon the agreement of the Town and the Union.

d) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests to be returned to their former position, the employee shall be returned to their former position, wage or salary rate, and without loss of seniority.

e) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

14.04 Reversion on Movement to an Out-of-Scope Position

a) A permanent employee accepting initial promotion to an out-of-scope position who does not successfully complete their probationary period shall revert to their former position without loss of seniority.

b) During the probationary period after initial promotion, the employee may be granted, upon request to the Town, reversion to their former position without loss of seniority.

ARTICLE 15 – DISCIPLINARY PROCESS

15.01 Non-Disciplinary Verbal Warnings

The Employer recognizes that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavour to assist the employee in improving their work file.

15.02 Progressive Discipline

The Town and the Union agree that disciplinary action for dealing with employees whose job performance and/or conduct is not satisfactory will follow a progressive discipline model. The Town and the Union recognize that any disciplinary measure shall only be imposed for valid reasons. Depending on the nature and the severity of the misconduct, progressive discipline may not always proceed in a linear form, and incidents of gross misconduct may give rise to immediate termination.

Progressive Discipline may include:

- **Formal verbal warning(s)**
- **Written warning(s)**
- **Progressive suspension(s)**
- **Termination**

15.03 Presence of a Union Representative

In cases where the Town considers an employee's conduct to warrant disciplinary action

(dismissal, suspension, verbal or written reprimand), no step shall be taken other than in the presence of a Union representative, unless the member has waived their right to Union representation. The employee shall have an opportunity to state their side of the case in advance of discipline being imposed.

15.04 Documentation

a) It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Union. The Union and the employee shall receive reasonable notice of any meeting related to an employee's conduct. The notice provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Town.

b) When an employee is non-verbally reprimanded, suspended, or dismissed, the Town shall advise the employee in writing of the reasons for the action taken, and a copy shall be submitted to the Union at that time.

c) If the employee concerned wishes to respond, they may do so in writing, and such response will become part of the documentation. At the employee's request, a copy of their response shall be forwarded to the Union.

d) Provided there has been no further discipline, documentation of disciplinary action shall be removed from the employee's file:

- within one (1) year of the initial discipline for written reprimands
- within three (3) years of the initial discipline for suspensions

15.05 Workplace Conflict

The Town and the Union acknowledge a shared responsibility to:

- prevent harassment and/or violence
- promote a safe, abuse-free working environment
- uphold the philosophy of zero tolerance of harassment and/or violence

15.06 Attempt to Resolve

a) If an employee believes that a workplace conflict could escalate to harassment or violence, the employee should approach the opposing party in an attempt to resolve.

b) If there has been no resolution, or if the employee does not feel able to approach the other party directly, that employee, or the Union, should approach the Employer and attempt to resolve the matter between the parties.

c) If the matter has no satisfactory resolution, the Union should file a formal complaint documenting the event(s), complete with time, date, location, names of witnesses and details for each event.

d) Upon receipt of any verbal or written formal harassment complaint, the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Town must maintain written notes of their actions.

e) Failure to resolve shall result in the initiation of a formal investigation.

15.07 There shall be one (1) personnel file maintained by the Town for each employee. Files are to be kept under lock and key in the Administrator's care, and further, the Administrator must be present when an employee is reviewing their file.

ARTICLE 16 – GRIEVANCE PROCEDURE

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

16.01 STEP 1

The employee(s) concerned **and/or** their Steward shall first seek to settle the dispute with the employee's immediate supervisor.

16.02 STEP 2

Failing a resolve at Step 1, the Union may submit the grievance to the Administrator. The Administrator shall render a decision in writing within seven (7) calendar days of receipt.

16.03 STEP 3

Failing agreement being reached in Step 2, application shall be made to the Administrator stating the grievance concerned, and a hearing shall be granted to the next regular meeting of the Council following the application.

16.04 STEP 4

i. Failing a satisfactory settlement within five (5) days after the dispute was first discussed by the Town Council, the Union shall have the right to refer the dispute to a Board of Arbitration to which the Employer shall appoint one (1) member, the Union shall appoint one (1) member, and the Chairman is to be selected by these two appointees. In the event that no agreement can be reached on a Chairman, the Minister of Labour shall be requested to appoint a Chairman in accordance with the Labour Legislation. The Employer and the Union shall share the cost of the Chairman.

ii. The decision of the Board of Arbitration shall be final and binding on the parties to the dispute.

ARTICLE 17 – HOURS OF WORK

17.01 The regular hours of work shall not exceed forty (40) hours per week.

17.02 a) The regular workweek for office staff shall be five (5) consecutive days (Monday to Friday), consisting of seven (7) hours each day.

b) The regular workweek for outside employees shall be five (5) consecutive days (Monday to Friday), consisting of eight (8) hours each day.

17.03 Notwithstanding Article 17.01 and Article 17.02, employees shall be allowed to bank hours of work to allow for extra days off. Days off shall be mutually agreed to by the Union and the Employer. Furthermore, that the maximum number of hours allowed to be carried over from one year to the next is **forty (40)** hours.

17.04 Any and all additional hours of work shall be offered to casual and seasonal employees in order of seniority.

17.05 The Seasonal Utility Worker hours of work shall be eight (8) hours per day from May 1 to October 31 each year. The Seasonal Utility Worker may be called back for additional hours. If this call back occurs in the spring, it shall be a permanent call back for the season.

17.06 The Seasonal Worker hours of work shall be eight (8) hours per day for twenty-five (25) consecutive weeks per year. The start date will be determined by the Administrator and Council delegate.

ARTICLE 18 – OVERTIME

18.01 Overtime shall be worked at the discretion of the Senior Utility Worker (for Public Works) and by the CAO (for Office Staff). All time worked before or after the regular daily hours (as per Article 17.02), the regular weekly hours or on a paid holiday, as provided in Article 27 – Paid Holidays, shall be considered overtime.

18.02 Overtime shall be paid at the rate of time and one-half (1 1/2) in any one day and double time (2x) after midnight to 7:00 a.m. the following day. Employees shall not be compelled to work overtime against their wishes, except in cases of emergency as deemed by the Town.

18.03 Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate of pay at a time mutually agreed between the employee and the Employer.

ARTICLE 19 – STAND-BY AND CALL BACKS

19.01 Stand-by

a) Stand-by shall mean any period of time during which the employee is not on regular duty, the duration of which is not less than eight (8) hours and not more than twenty-four (24) hours during which the employee is **required to carry the work** phone and must be available to respond within one (1) hour to any emergency call or request to return to duty.

b) Employees assigned to stand-by shall receive **fifty dollars ($50.00)** plus an additional day off for all statutory holidays for which they were assigned stand-by. In addition, the employee on weekend stand-by shall receive three (3) hours of pay at regular rates for each reservoir check.

19.02 Minimum Call Backs

Every employee who is called out and required to work outside their regular working hours shall be paid at overtime rates for a minimum of three (3) hours. This provision shall not apply when the hours worked are consecutive with a regular shift.

ARTICLE 20 – CLASSIFICATIONS AND WAGE RATES

20.01 Classifications and wage rates shall be in accordance with Schedule "A".

20.02 **The Town will pay salaries and wages on a bi-weekly basis. Each employee will be provided with an itemized statement of their wages, deductions, vacation bank and sick leave bank.**

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 Sick Leave Defined

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

21.02 Amount of Sick Leave

Sick leave shall be cumulative at the rate of one and one-quarter (1 1/4) working days for each month worked from time of commencement of **employment**, to a maximum of one hundred and fifty (150) days.

21.03 Proof of Illness

An employee may be requested to produce a note from a duly qualified medical practitioner for any illness lasting longer than **five (5)** consecutive days if required by the Employer.

21.04 Notification in Case of Illness

Every employee who may absent themself on account of illness shall notify their department without delay and in any event no later than three (3) hours after so absenting themself; and failure to do so, unless notification is shown to be unavoidable and satisfactory evidence of disability is furnished, may deprive such employee from such benefits as would normally have accrued prior to the time due notice is received by the Department.

21.05 The Employer reserves the right to call for an examination of the absent employee at any time by a medical practitioner, at the expense of the Town.

21.06 Employees who are unable to make arrangements for personal or family preventative health care outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the employee's sick leave accumulation and shall not exceed five (5) working days per year.

21.07 Automobile Accident Insurance Act Benefit Coverage

Sick leave will not be paid where an employee is in receipt of employee income replacement benefits under *The Automobile Accident Insurance Act*, except when there is a difference between the benefits and the employee's regular net pay. A top-up shall be paid to the employee from their accumulated sick leave hours, provided that these hours are available for use, to bring the wage to their regularly paid wage for a maximum of one (1) year.

ARTICLE 22 – WORKPLACE ACCOMMODATION

22.01 General

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

b) 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.

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

i. Determine if the employee can perform their existing job as it is;

ii. If the employee cannot, then determine if the employee can perform their existing job in a modified form;

iii. If the employee cannot, then determine if the employee can perform another job in its existing form;

iv. If the employee cannot, then determine if the employee can perform another job in a modified form;

v. If there are no positions within the Bargaining Unit that are available, consideration shall be given by the parties to pursue jobs outside of the Bargaining Unit.

d) 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.

22.02 Medical Information

a) 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.

b) The procedure to determine that an employee is fit to perform the duties of their 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:

i. a prognosis for recovery, with or without limitation;

ii. a clear opinion as to the employee's fitness to return to work;

iii. an opinion as to the employee's fitness to perform the specific duties of their current job or the accommodation being considered;

iv. how long any limitations may last.

c) The Employer shall pay the cost of the requested medical forms.

22.03 Accommodation Meetings

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

22.04 Return to Work

a) The Union, the employee and the Employer will meet to discuss the circumstances under which the employee is able to return to work on a graduated return to work program. Such discussions shall include possible modifications in the workplace or work process to reduce or eliminate the length of the employee's absence from their own position. The employee shall have Union representation during this discussion.

b) Should the modification be possible, the employee shall be expected to return or continue working.

c) The employee shall be paid their current rate of pay for a period not to exceed three (3) months in duration. If the workplace accommodation were to extend beyond the three (3) month period, the employee will be paid the rate of pay established for that position.

d) Such employee shall not displace another permanent employee.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Union Leave

The Employer agrees that leave of absence without pay shall be given to any designated employee for the conducting of Union business, provided the leave does not disrupt the normal operations of the Town as determined by the Administrator or the Administrator's designate.

23.02 Leave Without Pay

Leave of absence without pay may be granted to employees for good and sufficient

reasons, for a maximum period of sixty (60) days. The period may be extended but must be renewed by the employee, and must be agreed upon by the Employer, with the exception of illness, which is certified by a doctor's certificate. If the employee does not notify the Employer within seven (7) days after expiry of the leave of absence other than for just cause, the Employer will consider that their employment and seniority are terminated. Such leave of absence will not be withheld unjustly.

23.03 Maternity Leave

Leave of absence without pay shall be granted as per Provincial Legislation. The employee on leave of absence shall be reinstated to their former position. The leave shall be extended upon the recommendation of their doctor.

23.04 Adoption Leave

Leave of absence without pay shall be granted as per Provincial Legislation. The employee on leave of absence shall be reinstated in their former position. The leave shall be extended upon the recommendation of their doctor.

23.05 Paternity Leave

Leave of absence without pay shall be granted as per Provincial Legislation. The employee on leave of absence shall be reinstated in their former position. The leave shall be extended upon the recommendation of the child's doctor.

23.06 Illness in the Family Leave

An employee shall be granted five (5) days per year to attend to an illness in the immediate family when no other person is able to attend. The time taken shall be deducted from the employee's sick bank.

23.07 Paid Jury or Court Witness Duty Leave

a) The Employer shall grant leave of absence without loss of seniority benefits to an employee who attends jury selection, or serves as a juror or witness in any court.

b) The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness. The employee will present proof of service and the amount of pay received.

c) Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

23.08 Compassionate Leave

a) Upon request, on the death of a family member, as herein defined, an employee shall be granted compassionate leave with pay from scheduled work as follows:

i. Up to five (5) working days in the event of the death of the spouse (including same sex), common-law spouse, mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild, Aboriginal Elder, foster parent, or someone with whom they have had an equivalent relationship.

ii. In addition, the employee may request vacation or unpaid leave of absence as may be required for this purpose.

b) One (1) day of leave shall be granted without loss of salary, wages or benefits to attend the funeral of a close friend, relative, co-worker, or to be a pallbearer.

c) i. Upon request, employees shall be granted a leave of absence of up to eight (8) weeks to care for a family member who is seriously ill. The employee is not required to take the benefit weeks consecutively.

ii. During the 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.

iii. During the one (1) week Employment Insurance waiting period, the Employer shall provide payment to the employee equal to the Employment Insurance premium. Upon return to work, the employee shall reimburse the Employer for the initial one (1) week of earnings.

iv. 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.

v. 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.

vi. An employee may request an extension without pay for the compassionate care family leave. Approval of an extension shall not be

unreasonably denied. During an extended leave, the employee shall continue to accrue all benefits and seniority. Should the employee choose to make contributions for the period of the extended leave to the pension or benefits plan, the Employer will pay the Employer's contribution for the same period.

23.09 **Personal Day**

All employees will be entitled to one (1) paid day per year to use as needed for their own personal use.

23.10 Quarantine Leave

a) An employee who has been directed to self-isolate by a Medical Health Officer as designated under *The Public Health Act* shall be granted up to twenty (20) days of paid quarantine leave per year. This benefit shall be prorated for less than full-time employees and shall not be deducted from an employee's sick leave balance.

b) To be eligible for quarantine leave, employees must provide proof of full vaccination and be following all current Public Health Orders.

c) Employees who have travelled internationally or interprovincially and are subject to a Provincially mandated self-isolation period upon their return to Saskatchewan shall not have access to quarantine leave during that self-isolation period.

23.11 Maintenance of Benefits

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.

23.12 Reinstatement Upon Return

Upon return from a leave of absence, an employee shall be reinstated in the position and status occupied when the leave was granted.

ARTICLE 24 – SUPPLEMENTATION OF COMPENSATION AWARD

24.01 If an employee is prevented from performing their regular work with the Town of Wakaw on account of an occupational accident or illness that is recognized by *The*

Workers' Compensation Act, the Town will supplement the award made by the Compensation Board for the loss of wages to the employee by such an amount that the award of the Compensation Board for loss of wages, together with the supplementation of the Town, will equal one hundred percent (100%) of the employee's regular wage.

ARTICLE 25 – VACATIONS

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

Less than one (1) year	One (1) working day for each month of service
One (1) year or more	Three (3) weeks
After five (5) years	Four (4) weeks
After ten (10) years	Five (5) weeks
After fifteen (15) years	Six (6) weeks

b) Vacation pay shall be calculated based on two percent (2%) of gross annual earnings for each week of vacation.

ARTICLE 26 – PAID HOLIDAYS

26.01 The Employer recognizes the following as paid holidays:

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

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

26.02 When any of the above-noted holidays falls on a Saturday and/or Sunday and is not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday.

26.03 All work performed on an above-noted holiday shall be paid for at the rate of time and one-half (1 1/2) the employee's regular rate of pay, with a minimum of three (3) hours for each time so worked, plus an extra day off to be taken at a mutually agreed time between the employee and Employer.

ARTICLE 27 – MISCELLANEOUS

27.01 Clothing Allowance

a) The Town of Wakaw is to provide every outside employee with coveralls as required through a laundry/cleaning service.

b) In addition to the above, all outside employees will, upon submission of receipts, be reimbursed up to four hundred and fifty dollars ($450.00) per year for specialized clothing (i.e. winter coveralls, boots) for full-time employees and up to two hundred and fifty dollars ($250.00) for seasonal employees.

27.02 Rest Periods

Employees shall receive a fifteen (15) minute rest break for each scheduled three (3) hour shift and two (2) fifteen (15) minute breaks for a scheduled shift of seven (7) hours or more (exclusive of meal breaks).

27.03 Temporary Work of a Higher Rated Position

a) When an employee is required to perform duties or assume full responsibilities for those of another classification for one (1) day or more, provided such responsibilities have been authorized by the Administrator and Council designate, the employee shall receive the rate of pay in the category they are filling, which is equivalent to the yearly rate in their classification.

b) Where the higher position is outside the Bargaining Unit, the employee shall be paid at the higher of the first step of the pay range for the position filled, provided such responsibilities have been authorized by the Administrator and Council designate. The employee shall be deemed to be covered by the Collective Agreement during the period of temporary assignment.

c) One hundred and fifty dollars ($150.00) will be paid to the **Administrative Assistant** for any evening Council meetings that they may need to attend to

record minutes in the absence of the Chief Administrative Officer, provided such responsibilities have been authorized by the Administrator and Council designate.

27.04 Sick Leave Payout on Retirement

Upon retirement of a permanent full-time employee, the Town of Wakaw will pay the equivalent of the accumulated sick days at the employee's rate of pay to a maximum of twenty-five (25) days.

27.05 Wellness Allowance

All employees will, upon submission of receipts, receive **three hundred dollars ($300.00)** per year to be used for any mental and/or physical wellness expense.

ARTICLE 28 – TERM OF AGREEMENT

28.01 For all employees covered by this Agreement, it shall be deemed to have come into effect on the first (1st) day of January **2026**, and shall remain in force and effect until the thirty-first (31st) day of December **2029**, and shall continue in force thereafter unless written notice of a request to negotiate a revision thereof is given by either party to the other not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiration date above.

ARTICLE 29 – NO CONTRACTING OUT

29.01 The Town of Wakaw shall not contract out work regularly performed by the Bargaining Unit employees except by agreement of the Union. In no case shall Bargaining Unit employees be laid off or lose any hours as a result of contracting out.

ARTICLE 30 – HEALTH AND SAFETY

30.01 The parties agree that employees have the right to physiologically and psychologically safe working conditions. The Employer shall take all reasonable action to prevent and/or correct any situation which may compromise an employee's physiological and psychological health and safety. Failure to take all reasonable action to prevent and/or correct any situation shall be a matter for referral to the Grievance Procedure pursuant to the Collective Agreement.

30.02 Health and Safety Committee

a) An Occupational Health and Safety Committee shall be established. The Committee shall meet on an as-needed basis but in no case less than twice annually. The Committee members are made up of both Employer and employee representatives.

b) Time spent by employees in performance of their duties as members of the Joint Health and Safety Committee shall be considered as time worked, and payment shall be made on the basis of straight time.

c) Committee recommendations on all areas of health and safety shall be acted upon by the Employer.

d) Minutes of all meetings will be kept and copies distributed to all Union/Employer bulletin boards within five (5) days after the meeting.

e) The duties of the Committee shall include, but not be limited to, the following:

i. Hold meetings twice a year or more often if required.

ii. Receive and settle employee complaints.

iii. Maintain records of the complaints presented.

iv. Examine the reports concerning the conditions within the workplace and the reports on the Safety Officer's directives.

v. Establish and support educational programs dealing with health and safety.

vi. Participate in investigations and workplace inspections relating to health and safety.

vii. Develop and maintain related programs and protective measures.

viii. Ensure that related programs are followed.

ix. Ensure that accurate records of work accidents are maintained, etc.

x. Co-operate with government safety officers.

xi. Study information on the actual or possible risk associated with equipment or work methods.

xii. Study all the Employer reports concerning the health and safety of employees within the Bargaining Unit.

30.03 Employee Training

a) It is the responsibility of the Employer to provide adequate Occupational Health and Safety training for each employee.

The Employer shall:

i. **Provide all new and call back employees with a general orientation at the workplace and specific training of the work area;**

ii. **Provide all employees with instructions and training with respect to all new or modified equipment, substances, procedures and structures;**

iii. **Specify the occupational health and safety training that is mandatory for each job classification;**

iv. **Provide each employee with a period of time to complete the training that is mandatory for their job classification, which shall be within one year of commencement of employment and/or within one year of introduction of new mandatory training requirements;**

v. **Cover or reimburse the employee for the costs of all mandatory training; and**

vi. Provide the employee with their regular rate of pay for the duration of training and, whenever reasonably possible, provide training during normal working hours.

b) It is the responsibility of each employee to participate meaningfully in the occupational health and safety training provided by the Employer. Each employee shall:

i. Within the time frame set out above, complete the occupational health and safety training which is reasonably mandated by the Employer.

ii. Maintain currency in respect of all mandatory trainings and certifications; and

iii. Provide to the Employer confirmation of all mandatory trainings.

c) The parties agree that the foregoing provisions are in place for the mutual benefit of the Town, the Union and all employees, and are furtherance of their shared goal of a safe workplace. Failure by an employee to comply with the obligations set out in Article 30.3 b) may, depending on the circumstances of

non-compliance, give rise to disciplinary action and/or result in a determination that the employee does not hold the required safety training for their position.

30.04 Protection from Hazardous or Dangerous Work

a) The Employer will provide to the Union information on all substances used in the workplace. The employees will not be required to engage in any activity or be exposed to any substance and/or procedure that is considered to be hazardous or dangerous by the Occupational Health and Safety Division of Saskatchewan.

b) All employees working in any dirty or dangerous capacity shall be supplied with all necessary tools, safety equipment and special protective clothing as determined by the Town.

30.05 Right to Refuse to Work if a Job is Unsafe or Unhealthy

a) A worker may refuse to perform work where they have reasonable grounds to believe and do believe that the particular work is dangerous to their health and safety or the health and safety of another worker or any other person.

b) Where a worker refuses to do such work, no other worker may be asked or permitted to perform that job until the matter has been investigated by the Health and Safety Committee and satisfactorily settled.

c) The Employer shall not take or threaten any discriminatory action against an employee for refusing to do such work.

30.06 No Discipline

The Employer will not discharge or otherwise discriminate against any worker for participating in health and safety activities or for exercising any rights provided by this Agreement.

30.07 The Town shall develop, in consultation with the Union, a Harassment and Violence Policy.

30.08 First Aid

Adequate first aid supplies shall be provided in all work areas.

ARTICLE 31 – HARASSMENT

31.01 Policy Statement on 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 promise based on the expectation that all employees of The Town of Wakaw conduct themselves in a manner that is respectful of the rights and feelings of others.

31.02 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 worker's 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.

b) Harassment 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.

31.03 Examples of Harassment

a) Verbal abuse or threats.

b) Unwelcome remarks, jokes, innuendoes 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.

f) Leering or other gestures.

g) Unnecessary physical contact such as touching, patting, pricking or punching.

h) Physical assault.

31.04 Rights of Victims

Complaints or grievances with respect to harassment shall be handled so as to protect the confidentiality of the parties. If it is determined that harassment has occurred, the victim shall be protected from any repercussions which might result from their complaint and where necessary, every effort will be made to discipline and/or relocate the harasser, not the victim.

31.05 Procedure to Follow if You are Harassed

a) Make your unease or disapproval known to the harasser immediately. If you feel unable to confront the harasser, you should notify the Administrator or your Shop Steward as soon as possible.

b) If the Administrator is the harasser, follow the Grievance Procedure as outlined in this Collective Agreement.

c) It is extremely important that, if you feel you are being harassed in any way, you document the incidents, i.e. date, time, description of harassment, names of witness(s), location and your interpretation of the incident(s).

ARTICLE 32 – BENEFITS

32.01 SUMA Group Benefits Plan

The Employer shall provide the SUMA Benefits Plan, including: Life Insurance, Accidental Death and Dismemberment Insurance, Short Term Disability, Long Term

Disability, Extended Health Care Plan A, Dental Care Plan C, and Vision Care for all eligible employees. **The Employer shall pay 60% of premiums, and the employees shall pay 40% of premiums.**

32.02 Municipal Employees Pension Plan (MEPP)

The Employer shall provide the MEPP for all permanent employees. The employees and the Employer will share pension contributions to the MEPP equally in accordance with the plan text.

ARTICLE 33 – JOB DESCRIPTIONS

33.01 Job Descriptions

a) The Employer agrees to draw up job descriptions for all positions **within the bargaining unit**. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved, the issue may be subject to grievance and arbitration.

b) Either party can request a job description review as needed.

33.02 No Elimination of Present Classification

Existing classifications shall not be eliminated or changed without prior **discussion** with the Union.

33.03 Changes in Classification

a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change.

b) When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

c) If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

d) The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

SCHEDULE "A" – WAGES

** **All wage increases are subject to retroactivity to January 1, 2026, and are to be paid on a separate cheque within forty-five (45) days of ratification.**

CLASSIFICATION	YEAR	January 1, 2026	January 1, 2027	January 1, 2028	January 1, 2029
Public Works Supervisor	Start	$31.50	$32.75	$34.00	$35.25
	Year 1	$32.75	$34.00	$35.25	$36.50
	Year 2	**$36.75**	$38.00	$39.25	$40.50
Senior Utility	Start	$33.48	$34.73	$35.98	$37.55
	Year 1	$34.73	$35.98	$37.23	$38.48
	Year 2	**$35.98**	$37.23	$38.48	$39.73
Permanent Utility Worker	Start	$31.50	$32.75	$34.00	$35.25
	Year 1	$32.75	$34.00	$35.25	$36.50
	Year 2	**$34.00**	$35.25	$36.50	$37.75
Permanent Utility Worker	Start	**$30.13**	$31.38	$32.63	$33.88
	Year 1	$31.38	$32.63	$33.88	$35.13
	Year 2	$32.63	$33.88	$35.13	$36.38
Seasonal	Start	$22.50	$23.75	$25.00	$26.25
	Year 1	$23.75	$25.00	$26.25	$27.50
	Year 2	**$25.00**	$26.25	$27.50	$28.75
Administrative Assistant	Start	**$27.75**	$29.00	$30.25	$31.50
	Year 1	$29.00	$30.25	$31.50	$32.75
	Year 2	$30.25	$31.50	$32.75	$34.00

*** All other classifications omitted**
*** Red indicates their negotiated starting wage in the MOA plus $1.25**
*** $1.25 increments as per negotiations**

SIGNING PAGE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS 19 DAY OF MAY, **2026**.

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 885

ON BEHALF OF THE
TOWN OF WAKAW

TOWN OF WAKAW
INCORPORATED
1953
SASKATCHEWAN

MEMORANDUM OF AGREEMENT RE: IRREVOCABLE ELECTION FOR SUPERVISORY EMPLOYEES

MEMORANDUM OF AGREEMENT

BETWEEN THE

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE") LOCAL 885

AND THE

TOWN OF WAKAW

RE: IRREVOCABLE ELECTION FOR SUPERVISORY EMPLOYEES

WHEREAS CUPE is the certified bargaining agent of employees employed by the Town of Wakaw and their affiliates;

AND WHEREAS *The Saskatchewan Employment Act* allows an employer and a union to make an irrevocable election to allow supervisory employees to remain within their bargaining unit;

NOW THEREFORE, the parties hereby agree:

1. That pursuant to s.6-11(4)(a) of *The Saskatchewan Employment Act*, they shall allow **supervisory positions** to be in the bargaining unit.

2. That this Agreement shall constitute an irrevocable election for the purposes of s.6-11(4)(a) of *The Saskatchewan Employment Act.*

This Agreement made the 19 day of MAY, ~~2015~~ 2016

CUPE Local 885

Town of Wakaw

https://cupe.sharepoint.com/sites/skrecords/shared documents/locals/0885-00 town of wakaw/collective agreements/2026-2029/collective agreement cupe-885 2026-01-01 to 2029-12-31.docx
dle:cope491

TOWN OF WAKAW INCORPORATED 1953 SASKATCHEWAN