

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE TOWN OF ESTERHAZY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5428**

**JANUARY 1, 2020 – DECEMBER 31, 2023**

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

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## **PURPOSE/PREAMBLE**

It is the intent and purpose of the employer and the union that this agreement shall:

- 1) Outline the basic conditions of work and rates of pay which have been agreed to through negotiation;
- 2) Establish procedures for the equitable settlement of grievances which may arise;
- 3) Maintain and improve harmonious relations and settled conditions of employment between the employer and the union;
- 4) Recognize the mutual value of joint discussions and negotiations pertaining to working conditions, employment, and service; and
- 5) Encourage efficiency in operations.

To these ends, this agreement is signed in good faith by the two parties.

## **ARTICLE 1 – SCOPE**

- 1.01** This agreement shall cover all employees employed by the Town of Esterhazy, except the chief administrative officer, community development and recreation director, planning and economic development director, and supervisory employees.
- 1.02** The union and the employer agree to flexibility of job classifications requiring employees to perform services outside of their job classification in order to ensure efficient operation of the Town. When an employee is temporarily assigned to a position paying a lower rate, the employee's pay rate shall not be reduced.
- 1.03** Temporary and casual employees and students will not acquire seniority rights but will be covered by all other applicable provisions of this agreement.

## **ARTICLE 2 – NO DISCRIMINATION OR HARASSMENT**

- 2.01** The Town, and the union, and its members agree that they will comply with all of the applicable provisions of *The Saskatchewan Human Rights Code, 2018*.
- 2.02** The Town, and the union, and its members agree that no form of harassment shall be allowed in the workplace as provided for in the Town's harassment policy.

## **ARTICLE 3 – UNION RECOGNITION**

- 3.01** Every employee who is now or hereafter becomes a member of the union shall maintain their membership in the union as a condition of their employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement in their employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of their employment, provided that any employee in the appropriate bargaining unit who is not required to maintain their membership or apply for and maintain their membership in the union shall, as a condition of their employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.
- 3.02** The employer agrees to acquaint new employees with the fact that the collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. On commencing employment, the employee's immediate supervisor shall introduce the new employee to the union steward or representative and allow fifteen (15) minutes of union orientation.
- 3.03** Upon written authorization from the employee, the Town agrees to deduct from every employee any monthly dues as may be uniformly levied on all employees in accordance with the union bylaws owing by them to the union. **The D**eduction will be made from the payroll period at the end of each month and shall be forwarded to the secretary-treasurer of the union, accompanied by a list of all employees from whose wages the deductions have been made. The list will indicate the employee's worksite and employment status (full-time, part-time, temporary, seasonal, casual) and if the employee is on a leave of absence.
- 3.04** The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer subject to prior approval and based on operational needs, and such representative(s) shall have access to the employer's premises in order to investigate and assist in the settlement of a grievance.
- 3.05** The union agrees to provide the employer with a current list of duly authorized representatives including the executive, committees, and shop stewards. The union agrees to advise the employer in writing immediately after any changes.
- 3.06** All correspondence between parties arising out of this agreement or incidental thereto shall be copied to the **CAO/administrator chief administrative officer** and the president of the union or designate.

**3.07 Bargaining Unit**

The employer recognizes the Canadian Union of Public Employees and its Local 5428 as the sole and exclusive collective bargaining agent for all of its employees.

**3.08 Contact Information**

The employer will provide a union membership contact information form, provided by the union, to all new employees as part of their orientation and to all active employees on an annual basis. All completed forms will be remitted to the union.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

**4.01** The union acknowledges and agrees that it is the exclusive right of the employer to manage the affairs of the Town and to direct the workforce, except as may be limited or abridged by a specific provision of this agreement.

#### **ARTICLE 5 – DEFINITIONS**

- 5.01** “Permanent” full-time or part-time employee means any employee who has been assigned a job which is recognized by the employer as a permanent position and who has successfully completed the probationary period.
- 5.02** “Full-time” employees may be scheduled to work full daily and weekly hours of up to ten (10) hours/day and an average of eighty (80) hours over a two (2) week period.
- 5.03** “Part-time” employees will be regularly scheduled to work less than the full daily and weekly hours.
- 5.04** “Seasonal/student” employee means any person who is employed by the Town in a position which is seasonal in nature and is subject to layoff and recall at the employer’s sole discretion.
- 5.05** “Casual” employee means any person who is employed by the Town for casual work to augment the regular workforce, and who does not work a regular and recurring schedule, or who is employed for ninety (90) days or less on any occasion.
- 5.06** “Temporary” employee means any person employed by the Town for a period of more than ninety (90) days to relieve in the absence of a permanent employee or to fill a temporary requirement.
- 5.07** The term “agreement” shall mean this collective agreement.
- 5.08** The terms “qualifications” or “qualified” shall include knowledge, experience, skill, ability, training and/or education as determined by the employer.
- 5.09** “Union” means the Canadian Union of Public Employees, Local 5428.
- 5.10** “Employer” means the municipal corporation of the Town of Esterhazy.
- 5.11** “Council” means the Council of the Town of Esterhazy.

5.12 “Chief administrative officer” means the person appointed by Council.

## **ARTICLE 6 – SENIORITY**

6.01 Seniority shall be based on an employee’s continuous service with the Town since the last date of hire.

6.02 Employees shall accumulate seniority, in accordance with the provisions in this article, on the basis of the number of hours worked. An employee shall earn seniority for:

- a) all regular hours worked;
- b) paid holidays;
- c) annual vacations;
- d) all paid leaves;
- e) all approved legislative leaves (maternity/parental, etc.);
- f) any authorized unpaid leave up to five (5) calendar days at one time; and
- g) consecutive time off while receiving disability benefits for up to two (2) years.

6.03 A seniority list will be issued and posted by the Town on the first working day following January 1 or as soon as possible thereafter. The list will include all employees in order of their seniority.

The employer shall maintain a seniority list showing the date upon which each employee’s service commenced and the number of service hours the employee has accumulated. Where two (2) or more employees commenced work on the same day, preference shall be by alphabetical order of last name.

6.04 The probationary period shall be nine-hundred and sixty (960) hours of continuous service since the last date of hire by the employer. A new employee shall not accumulate seniority or acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date on which the employee last entered the service of the employer. The probationary period set out above may be extended to a maximum of three (3) months by the employer upon giving written notice to the employee and the union setting out the reasons for the extension.

6.05 An employee who is discharged during their probationary period shall have no recourse to the grievance and arbitration procedure and the dismissal shall be deemed to be for just cause.

### 6.06 **Loss of Seniority**

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

- a) discharged for just cause;
- b) resign or quit;

- c) fail to return to work within ten (10) working days following a recall;
- d) laid off for longer than six (6) months;
- e) absent from work without authorization for three (3) days; or
- f) absent due to illness or disability for in excess of two (2) years.

## **ARTICLE 7 – LAYOFF AND RECALL**

- 7.01** When reducing staff or recalling laid-off employees, seniority shall prevail, provided the senior employee has the required qualifications and ability to competently handle the work to be performed as determined by the employer. If the senior employee does not have the required qualifications and ability to competently perform the work, they shall not be entitled to claim seniority over less senior employees.
- 7.02** Notice of layoff or termination of employment shall be in accordance with the provisions of *The Saskatchewan Employment Act* ~~and Regulations~~.
- 7.03** Employees shall be recalled to positions from which they have been laid off in the order of their seniority.
- 7.04** 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.

## **ARTICLE 8 – PROMOTION AND VACANCIES**

- 8.01** Permanent full-time and permanent part-time vacancies and new positions, within the scope of this agreement, shall be posted on the bulletin board, and employees shall be allowed seven (7) working days in which to make written application for such vacancies or new positions. When the employer determines the vacancy will be filled, it shall be posted as soon as reasonably possible, and a copy provided to the union. Job postings shall include information regarding the nature of the position, qualifications and skills required, hours of work, and rate of pay. The position may be posted externally at the same time.

Employees shall be entitled to apply for posted positions by means of written application delivered to the town office by mail, hand-delivered, facsimile, or electronic submission. Within seven (7) calendar days of the date of appointment of a vacant position, the name of the successful applicant shall be provided to the union.

- 8.02** In selecting an applicant, seniority shall be a significant consideration, providing the applicant possesses the required qualifications, experience, and ability to perform the duties of the position.
- 8.03** If an employee is promoted within the scope of this agreement, that employee shall be on a trial period in the new position for a period of six (6) months of employment. If the



employer determines that the employee is not qualified to fill the position adequately or if the employee is unable or unwilling to perform the duties of the new classification, the employee shall revert to their former classification and former rate of pay. Any other employee promoted because of the rearrangement of positions, shall also be reverted to their former classification and former rate of pay. The trial period specified above shall be exclusive of any time absent from work in excess of a cumulative total of five (5) working days during the trial period. The trial period set out above may be extended for a maximum of three (3) months by the employer upon giving written notice to the employee and the union setting out the reasons for the extension.

**8.04** Where new positions are created within the scope of the agreement, the employer 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. The employer reserves the right to set an interim rate of pay and to fill the position pending the conclusion of such negotiations.

**8.05 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 9 – SAFETY AND HEALTH**

**9.01** The employer, the union, and its members agree to comply with *The Saskatchewan Employment Act and Regulations*.

**9.02** An occupational health and safety committee will be established as per *The Saskatchewan Employment Act*.

**9.04** **The** Town and the union agree that any employee performing work without approved personal protective wear/equipment as required by the Town will be sent home without pay and this action shall not be subject to grievance.

**9.05 Health and Safety Clothing, Tools, and Equipment**

The employer shall provide all employees with all the necessary tools, protective equipment, and protective clothing required. These shall be maintained and replaced, where necessary, at the employer's expense.

Any employee required to wear safety clothing and safety apparel will be reimbursed once per calendar year to a maximum of five hundred and thirty-four dollars (\$534.00), including GST.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

**10.01** A grievance shall be defined as any dispute between the employer and any employee and/or the union regarding the interpretation, meaning, operation, or application of this agreement. No grievance shall be considered which is not presented within ten (10) working days after the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of, the employee or employees concerned. Where a grievance does arise, the parties to this agreement shall make an earnest effort to resolve such differences through the following procedure:

### **Step 1**

The aggrieved employee, and/or the union, with the steward present, if the employee desires, shall present a grievance to the immediate supervisor of the employee. If an adjustment satisfactory to the employee concerned is not made within five (5) working days of the time it is brought to the attention of the immediate supervisor, the grievance shall be processed as follows or considered settled.

### **Step 2**

Failing satisfactory adjustment within the time limit of Step 1, the employee(s) may, within ten (10) working days, but not thereafter, from the time the immediate supervisor of the employee gave their answer or failed to give an answer, submit the written grievance to the ~~CAO/administrator~~ **chief administrative officer**. The written grievance shall specify the article and section of the agreement alleged to have been violated, the circumstances and occurrence leading to the alleged violence, and the redress or adjustment requested. It shall not be acceptable to only allege the violation of the agreement as a whole. The ~~CAO/administrator~~ **chief administrative officer** shall investigate the circumstances, consider the grievance, and give the employee a decision within ten (10) working days from the receipt of the grievance. The decision shall be in writing.

### **Step 3**

If satisfactory settlement is not reached in Step 2 above, either party may request arbitration, providing the request is made in writing within, but not later than, ten (10) working days of the decision in Step 2.

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 fourteen (14) 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.

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.

The arbitration board shall not have jurisdiction to alter, add to, **or** subtract from this agreement or ~~to~~ substitute any new provisions in lieu thereof, ~~or~~ to give any decision inconsistent with the terms of this agreement, or to deal with any matter not covered by this agreement. The decision of the arbitration board shall be final and binding upon both parties.

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.

- 10.02** Notwithstanding Step 3 above, the parties to this agreement may, by mutual consent, agree to the appointment of a single arbitrator who shall act in the place of the arbitration board as provided above.
- 10.03** Should the union or the employee fail to proceed within the required time limits or manner set out below, the grievance shall be deemed to be abandoned.
- 10.04** Failure of the **CAO/administrator chief administrative officer** or other representative of the employer to reply within the prescribed time limits shall give the union the right to proceed to the next grievance procedure step.
- 10.05** The time limits in this article may only be changed by mutual agreement, in writing, between the parties.

## **ARTICLE 11 – LEAVE OF ABSENCE**

- 11.01** An employee may request leave of absence without pay for good and sufficient cause up to a maximum of twelve (12) months. Such request shall be made in writing. Seniority shall not accumulate for employees during periods of unpaid leave of absence of over ten (10) calendar days. Sick leave, vacation pay, holiday pay, or other benefits shall not accrue or be payable during a leave of absence. The employee will pay one hundred percent (100%) of premiums for the continuation of group benefits during the leave of absence, subject to the administrative policies of the insurance carrier.
- 11.02** Leaves of absence with pay and with the maintenance and accumulation of seniority may be granted to employees for periods of not more than five (5) working days on any one occasion for the purpose of attending official union conventions or conferences for no more than one (1) person at any one time. The union agrees that at least fourteen (14) days' notice, in writing, to satisfy the employer's operating conditions, must first be given before such leaves will be approved. At the discretion of the employer, in extenuating circumstances, consideration may be given to extending the limits outlined

above. The union shall reimburse the Town for all pay and benefits during the period of absence.

**11.03** The employer shall grant leave of absence without loss of wages, benefits, and seniority to an employee who is required to serve as a juror. The employer shall pay for such an employee the difference between their normal earnings and the payment the employee receives for jury service. The employee shall present proof of service and the amount of pay received.

**11.04** The employer shall grant maternity, parental, and adoption leaves in compliance with *The Saskatchewan Employment Act*.

## **ARTICLE 12 – DISCIPLINE, SUSPENSION AND TERMINATION**

**12.01** An employee will be advised of disciplinary meetings and their right to have union representation where the disciplinary action taken involves a written warning, disciplinary suspension, or discharge.

**12.02** The employer agrees to follow the principle of progressive discipline and to consider matters of discipline in a cooperative and corrective manner and will endeavour to assist the employee in improving their work performance.

**12.03** Employees desiring to voluntarily terminate employment with the employer will give two (2) weeks' written notice of such termination.

### **12.04 Personnel File**

Employees shall have the right to access and view their personnel file after making prior arrangements with the **CAO chief administrative officer**. Employees shall be permitted to make copies of any material.

## **ARTICLE 13 – BEREAVEMENT/COMPASSIONATE LEAVE**

**13.01** The employer shall grant employees bereavement and compassionate care leave as outlined in *The Saskatchewan Employment Act*.

**13.02** Permanent full-time employees will be approved for up to three (3) consecutive days of paid bereavement leave to attend the funeral for immediate family members. Permanent part-time employees will be approved for a prorated benefit based on hours scheduled to be worked. Vacation leave or extra time without pay may be granted at the discretion of the ~~CAO/administrator~~ **chief administrative officer**.

**13.03** Permanent full-time employees may request unpaid leave of up to one (1) day/shift upon request to attend the funeral of a close friend or relative who is not an immediate family

member. Permanent part-time employees shall receive a prorated benefit based on hours scheduled to be worked.

## **ARTICLE 14 – HOURS OF WORK AND OVERTIME**

**14.01** Employees shall be paid on an hourly basis, depending upon actual hours worked per day/shift. A regular day/shift shall consist of up to ten (10) hours. Employees shall be scheduled in accordance with *The Saskatchewan Employment Act*. The employer shall provide as much notice as possible, but not less than seven (7) days' notice of the implementation of any significant changes to the employee's regular schedule and discuss the proposed changes with the employee(s) prior to implementation.

**14.02** All authorized hours worked in excess of eight (8) hours in a day, except for employees regularly scheduled to work ten (10) hours in a day or eighty (80) hours in a two (2) week period, shall be considered as overtime hours and shall be paid at the rate of one and one-half times (1-1/2X) the regular rate of pay. All overtime must be approved in writing by the employee's immediate supervisor prior to being worked.

**14.03** Every employee who is called out after having left work, and is required to work overtime hours, shall be paid at overtime rates for a minimum of two (2) hours and shall be required to remain at the worksite for a minimum of two (2) hours unless the employee is authorized to leave by the supervisor.

### **14.04 Voluntary Overtime**

Any overtime work beyond forty-four (44) hours as contemplated by Section 2-12 of *The Saskatchewan Employment Act* shall be on a voluntary basis, except in cases of emergency.

### **14.05 Rest Periods**

All employees will be granted a fifteen (15) minute rest period in each half of the full regular shift subject to operational needs. Employees must remain at the work site unless permission is obtained by the supervisor to leave the work site.

### **14.06 Lunch Period**

Operations 1-4 (subject to modification below) and heavy equipment personnel shall be entitled to 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.

Finance, accounting, and administrative employees shall be paid for the one (1) hour during which they eat lunch because they are required to remain on duty during that period. Similarly, operations 1 and 2 employees who are working in

recreation services and required to be present in the rink or pool facilities over **the** lunch hour to serve the public, shall be paid for their lunch hour. When the rink or pool are closed during the lunch hour, the recreation services employees may revert to taking a one (1) hour unpaid lunch break.

Modified lunch periods may also be altered by mutual agreement as circumstances require.

#### **14.07 Earned Days Off (EDOs)**

The finance officer, accounting clerk, and administrative assistant shall work an average of thirty-seven and one-half (37.5) hours per week during their alternating long and short weeks.

Long Week: Monday to Friday, 8:00 a.m. to 5:00 p.m.

Short Week: Monday to Wednesday 8:00 a.m. to 3:45 p.m., Thursday 8:00 a.m. to 2:45 p.m., Friday off (EDO) or Monday off (EDO) Tuesday to Wednesday 8:00 a.m. to 3:45 p.m., Thursday to Friday 8:00 a.m. to 2:45 p.m.

Employees will alternate between long and short weeks. Earned days off (EDOs) can be changed through the approval of the **CAO chief administrative officer**. The **CAO/ chief administrative officer** shall coordinate employees to be on different alternating weeks to ensure regular office hours are met.

#### **14.08 Days of Rest**

Except for operations level 1 or 2 recreation service workers, 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.

Regarding operations level 1 or 2 recreation service workers, the employer shall employ its best efforts to ensure that staff receive two (2) consecutive days of rest in every seven (7) day period unless unforeseen challenges or exceptional circumstances prevent such a schedule.

#### **14.09 Standby and Facility Checks**

Employees required to be on standby and perform facility checks outside of regular working hours, on weekends, or on statutory holidays, shall receive payment for three and a half (3.5) hours **of** work per day at the applicable overtime rate. Where an employee assigned to standby and to perform facility checks is required to undertake duties beyond monitoring of equipment and such duties can be completed within the three (3) hour period, then no additional pay will be provided. Employees who are called out to perform additional overtime duties outside of routine facilities checks will **be** paid a minimum of two (2) hours at the applicable overtime rate per call out. Employees who

perform more than two (2) hours of work on a call-out will continue to be paid at the applicable overtime rate.

## **ARTICLE 15 – PAYMENT OF WAGES AND ALLOWANCES**

- 15.01** The Town will pay salaries and wages semi-monthly in accordance with *The Saskatchewan Employment Act* by direct deposit.
- 15.02** The employer agrees that no employees shall have their hours of work reduced as a result of the employer contracting out work.
- 15.03** An employee temporarily assigned to perform the majority of duties and responsibilities of a higher paid in-scope classification for a continuous period of three (3) working days or more, shall be advanced to that rate of pay in the higher classification that results in an increase for all such hours worked in the higher classification.
- 15.04** The employer may assign an employee as lead hand for a specified term based on operational needs. Employees assigned as lead hand shall receive one dollar (\$1.00) per hour for all approved hours designed as lead hand.

## **ARTICLE 16 – SICK LEAVE**

- 16.01** Sick leave is defined as the period of time an employee is absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act* or by any group benefit plan.
- 16.02** All permanent full-time employees shall earn sick leave credits at the rate of one and one quarter (1¼) days per month or 3/52 of hours worked to a maximum of fifteen (15) days (120 hours). Unused sick leave credits remaining as of December 31 in any year shall be carried over to the following fiscal year and the employee shall continue to earn sick leave credits to a maximum of fifteen (15) days (120 hours). If an employee is unable to report to work due to illness or injury and is wishing to use sick leave credits, they must call their immediate supervisor and/or the chief administrative officer as soon as possible prior to the commencement of their shift. If an employee is sick for three (3) days or more, they must provide the **CAO chief administrative officer** with a recognized medical certificate prior to the payment of sick leave. Accumulated sick leave credits may be used to cover the waiting period for any absence from work due to illness or injury which is not covered by other benefit plans. Employees must apply for coverage as soon as they are eligible. Sick leave benefits cease upon completion of the waiting/eligibility period for other benefit plans.
- 16.03** A deduction shall be made from accumulated sick leave credits for any day or portion thereof that an employee is absent from work due to personal illness that prevents the employee from performing their duties and responsibilities.

- 16.04 The employer reserves the right to require a doctor's certificate to validate any claim for paid or unpaid sick leave.
- 16.05 Sick leave benefits shall only apply to permanent full-time and permanent part-time employees.
- 16.06 Laid-off employees shall retain their cumulative sick leave credits existing at the time of layoff.
- 16.07 Employees may be granted family responsibility leave of up to sixteen (16) hours with pay per year to care for their dependent child or spouse who is ill or requires medical attention. All such hours shall be deducted from the employee's accumulated sick leave.

**ARTICLE 17 – STATUTORY HOLIDAYS**

17.01 The following days shall be observed as paid statutory holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labour Day       |
| Family Day       | Thanksgiving Day |
| Victoria Day     | Remembrance Day  |
| Good Friday      | Christmas Day    |
| Canada Day       | Boxing Day       |
| Saskatchewan Day |                  |

and any other day duly legislated as a statutory holiday by the Province of Saskatchewan.

- 17.02 Employees required to work on any holiday shall be paid in addition to their statutory holiday pay entitlement, an amount equal to one and one-half times (1-1/2X) their regular rate of pay for each hour or part thereof worked.
- 17.03 Employees shall be paid in accordance with the relevant provisions of *The Saskatchewan Employment Act*.
- 17.04 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.

**ARTICLE 18 – VACATION**

18.01 All requests for vacation leave must be submitted and approved in writing by the immediate supervisor or **CAO chief administrative officer** at least two (2) weeks in advance of vacation being taken, Subject to operational needs, shorter notice may be approved by the **CAO chief administrative officer**. Vacations shall be approved on a first-come first-serve basis.



**18.02** The annual vacation year will be the twelve (12) month period from January 1 to December 31. Full-time employees may request to use vacation time as earned and all vacation must be used by March 31 of the following year.

**18.03** Vacation pay shall be calculated from the date of hire on the basis of three fifty-second (3/52) of gross annual earnings in the vacation year in which the vacation entitlement was earned.

**18.04** Vacation accruals for other than full-time employees shall be prorated based on hours worked and paid out on each pay period.

**18.05 Length of Vacation**

All permanent full-time employees shall receive annual vacation leave with pay as follows:

- a) Employees shall be entitled, from the date of employment to their first-anniversary date of one (1) year of service, to a vacation leave with pay of one and one quarter (1 ¼) days of vacation leave for every month of service.
- b) Employees are eligible for holidays as listed below:
  - i) Three (3) weeks – For one to five (1-5) years of work with the municipality.
  - ii) Three (3) weeks and one (1) day – After completing six (6) years of work with the municipality.
  - iii) Three (3) weeks and two (2) days – After completing seven (7) years of work with the municipality.
  - iv) Three (3) weeks and three (3) days – After completing eight (8) years of work with the municipality.
  - v) Three (3) weeks and four (4) days – After completing nine (9) years of work with the municipality.
  - vi) Four (4) weeks – After ten (10) years of work with the municipality.
  - vii) Five (5) weeks – After completing twenty (20) years of work with the municipality.
  - viii) Or as negotiated with the **CAO chief administrative officer** upon hiring.

## **ARTICLE 19 - TRAINING AND EDUCATIONAL LEAVE**

**19.01** 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 20 - EMPLOYEE BENEFITS**

### **20.01 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.

### **20.02 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, but is not limited to, life insurance, accidental death and dismemberment, long-term disability, short-term disability, extended health care benefits, vision, dental, and employee and family assistance. The cost of the plan shall be paid by the employer. Employees shall be permitted to purchase additional optional life insurance and accidental death and dismemberment coverage. The employer shall deduct the additional premiums from the employees' pay cheques.

## **ARTICLE 21 – GENERAL**

**21.01** Employees who are required to operate vehicles shall be required to possess and maintain a valid operator's license and immediately advise the employer of any restrictions placed on their operator's license or the loss of such license. Failure to do so will be deemed just cause for termination.

**21.02** All employees who are required to operate vehicles shall be required to provide the employer with a true copy of their driver's abstract, at the employee's cost, before selection for the position and on an annual basis thereafter, at the employer's cost, if so requested by the employer. Should the employer incur additional insurance costs, due to the driving record of any employee who is required to operate a vehicle, such additional costs shall be recovered from the employee.

- 21.03** Employees shall take all necessary and reasonable care and precaution so as to ensure against loss, damage, or destruction of employer premises and equipment. The employee must report any loss or damage to premises or equipment, in writing, immediately to their supervisor.
- 21.04** Employees shall not use employer premises, equipment, or supplies for other than the business of the employer.
- 21.05** The employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

## **ARTICLE 22 – NO STRIKE OR LOCK OUT**

- 22.01** The union agrees that during the term of this agreement, there will be no strike, slowdown, stoppage of work or any withdrawal of normally provided services, and the employer agrees that during the term of this agreement there will be no lockouts.

## **ARTICLE 23 - TERM OF AGREEMENT**

### **23.01 Duration**

This agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2023, 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.

### **23.02 Notice of Changes**

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

## **ARTICLE 24 – WAGE SCHEDULE AND PROVISIONS**

- 24.01** The employer agrees to pay all employees covered by this agreement not less than the schedule of wages set out in Schedule “A” attached to and made part of this agreement.
- 24.02** Any increases to wages or benefits which may be retroactive pursuant to this agreement shall be paid only to current active employees on staff at the date of this agreement. Such retroactive payments shall be paid to eligible employees within sixty (60) days.

**TOWN OF ESTERHAZY**  
**Schedule "A"**

<b>Date of Increase</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>	<b>January 1, 2022</b>	<b>January 1, 2023</b>
<b>Percentage Increase</b>	<b>0.0%</b>	<b>2.5%</b>	<b>2.5%</b>	<b>2.5%</b>
<b>Assistant Lead Hand/Operations Level 4</b>				
Temporary As Assigned	\$32.50	\$33.31	\$34.15	\$35.00
<i>*Letter of Understanding to be prepared for Ron rather than being included in this schedule</i>	\$35.58	\$36.47	\$37.38	\$38.32

<b>Operations Level 4 - (Level 3 with)</b>				
Level 2 Certification in 1 class category	\$28.50	\$29.21	\$29.94	\$30.69
Level 2 Certification in 2 class categories	\$29.00	\$29.73	\$30.47	\$31.23
Level 2 Certification in 3 class categories	\$29.50	\$30.24	\$30.99	\$31.77
Level 2 Certification in 4 class categories	\$30.00	\$30.75	\$31.52	\$32.31
<i>* Based on and subject to Certification Achieved from Saskatchewan Operators Certification Board.</i>				

<b>Operations Level 3 - (Level 2 with)</b>				
Level 1 Certification in 1 class category	\$26.50	\$27.16	\$27.84	\$28.54
Level 1 Certification in 2 class categories	\$27.00	\$27.68	\$28.37	\$29.08
Level 1 Certification in 3 class categories	\$27.50	\$28.19	\$28.89	\$29.61
Level 1 Certification in 4 class categories	\$28.00	\$28.70	\$29.42	\$30.15
<i>* Based on and subject to Certification Achieved from Saskatchewan Operators Certification Board.</i>				

<b>Heavy Equipment Operator/Assistant</b>				
Start	\$30.00	\$30.75	\$31.52	\$32.31
Step 1 - 2080 hours	\$31.20	\$31.98	\$32.78	\$33.60
Step 2 - 4160 hours	\$32.45	\$33.26	\$34.09	\$34.95
Step 3 - 6240 hours	\$33.75	\$34.59	\$35.46	\$36.35

<b>Operations Level 2</b>				
Start	\$24.00	\$24.60	\$25.22	\$25.85
Step 1 - 2080 hours	\$24.96	\$25.58	\$26.22	\$26.88
Step 2 - 4680 hours	\$25.96	\$26.61	\$27.27	\$27.96
Step 3 - 6240 hours	\$26.44	\$27.10	\$27.78	\$28.47

<b>Operations Level 1</b>				
Start	\$21.00	\$21.53	\$22.06	\$22.61
Step 1 - 2080 hours	\$21.84	\$22.39	\$22.95	\$23.52
Step 2 - 4160 hours	\$22.71	\$23.28	\$23.86	\$24.46
Step 3 - 6240 hours	\$23.07	\$23.65	\$24.24	\$24.84

<b>Maintenance 1</b>				
Start	\$18.00	\$18.45	\$18.91	\$19.38
Step 1 - 2080 hours	\$18.72	\$19.19	\$19.67	\$20.16
Step 2 - 4160 hours	\$19.47	\$19.96	\$20.46	\$20.97
Step 3 - 6240 hours	\$20.25	\$20.76	\$21.28	\$21.81

<b>Student Labourer, Pool Lifeguard/Instructor</b>				
Start	\$14.00	\$14.35	\$14.71	\$15.08
Step 1 - 2080 hours	\$14.56	\$14.92	\$15.30	\$15.68
Step 2 - 4160 hours	\$15.14	\$15.52	\$15.91	\$16.30
Step 3 - 6240 hours	\$15.75	\$16.14	\$16.55	\$16.96

Lifeguards shall receive an additional twenty-five (.25) cents per hour for Bronze Medallion and Assisted Instructor Certification and an additional fifty (.50) cents per hour for Instructor and NLS Lifeguard Certification.

<b>Administrative Assistant**</b>				
Start	\$20.50	\$21.01	\$21.54	\$22.08
Step 1 - 1950 hours	\$21.32	\$21.85	\$22.40	\$22.96
Step 2 - 3900 hours	\$22.17	\$22.72	\$23.29	\$23.87
Step 3 - 5850 hours	\$23.06	\$23.64	\$24.23	\$24.83

\*\* shall receive an additional .50 cents per hour for each LGA course completed

<b>Accounting Clerk**</b>				
Start	\$22.00	\$22.55	\$23.11	\$23.69
Step 1 - 1950 hours	\$23.00	\$23.58	\$24.16	\$24.77
Step 2 - 3900 hours	\$23.80	\$24.40	\$25.00	\$25.63
Step 3 - 5850 hours	\$24.75	\$25.37	\$26.00	\$26.65

\*\* shall receive an additional .50 cents per hour for each LGA course completed

<b>Finance Officer**</b>				
Start	\$26.50	\$27.16	\$27.84	\$28.54
Step 1 - 1950 hours	\$27.56	\$28.25	\$28.96	\$29.68
Step 2 - 3900 hours	\$28.66	\$29.38	\$30.11	\$30.86
Step 3 - 5850 hours	\$29.81	\$30.56	\$31.32	\$32.10

\*\* shall receive an additional .50 cents per hour for each LGA course completed

The increment step and class at which a new employee starts will be at the discretion of the chief administrative officer in consultation with the union depending on the employee's relevant experience/qualifications. The union will provide its input on a timely basis, recognizing that time may be of the essence in hiring decisions and securing qualified personnel.

The chief administrative officer may propose moving any employee to a higher level based on information, evidence and documentation received from the employee's direct supervisor, and will consult with the union regarding any proposed movement.

**All current employees being paid at a wage rate higher than Schedule "A" shall be red circled until they fall into the appropriate wage step.**

DRAFT

**SIGNING PAGE**

IN WITNESS WHERE OF each of the parties hereto have entered into this agreement and caused it to be signed by its duly authorized representatives.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

On behalf The Canadian Union Public  
Employees, Local 5428

On behalf of the Town of Esterhazy

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\_\_\_\_\_

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MT/bs:cope491

**LETTER OF UNDERSTANDING #1**

**between**

**THE TOWN OF ESTERHAZY**

**and**

**THE CANDIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5428**

**Re: Labour Management Committee**

A labour management committee shall be established and consist of equal union and employer representation with two (2) individuals from each side. The labour management committee will meet twice (2) per year, or more frequently if mutually agreed, with a mandate to improve service to rate payers, create efficiencies, improve employee engagement, discuss and resolve concerns, and promote a harmonious relationship. The committee shall meet at a mutually agreed time and place.

The committee will have the ability to make recommendations to the union and the employer with respect to its' discussions and conclusions. The committee does not have the power to bind the union or the employer. The labour management committee shall not have jurisdiction over wages or any matter of collective bargaining.

This letter of understanding shall be effective for a fixed term of one (1) year from the date of execution and shall terminate after one (1) year unless the parties mutually, in writing, to renegotiate or extend the letter of understanding.

Dated at Esterhazy, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

On behalf The Canadian Union Public  
Employees, Local 5428

On behalf of the Town of Esterhazy

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**LETTER OF UNDERSTANDING #2**

**between**

**THE TOWN OF ESTERHAZY**

**and**

**THE CANDIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5428**

**Re: Grandfathering of Vacation Accruals**

The parities hereby agree that the following employees shall retain the vacation accruals as identified below as long as they continue to be employed in their current position with the Town of Esterhazy.

Name:  
Ron Hozjan

Entitlement:  
25 years

This letter of understanding shall remain in force and effect for the term of the collective agreement and from year to year thereafter and shall expire upon the resignation/termination and/or retirement of the above-named employees.

Dated at Esterhazy, Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

On behalf The Canadian Union Public  
Employees, Local 5428

On behalf of the Town of Esterhazy

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