

COLLECTIVE AGREEMENT

between

THE TOWN OF UNITY

and

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2752**

CUPE / *Canadian Union
of Public Employees*

January 1, 2024 to December 31, 2026

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THIS AGREEMENT MADE THIS 24th DAY OF April A.D. 2024

BETWEEN: THE TOWN OF UNITY
Hereinafter called "the Employer"

PARTY OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 2752
Hereinafter called "the Union"

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

- 1.01 It is the purpose of both parties to this Agreement:
- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
 - b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to employment and working conditions; and
 - c) to encourage efficiency in operations.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2752 as the sole and exclusive bargaining agent for all of its employees save and except the **Chief Administrative Officer**, Director of Finance, Director of Culture, Parks & Recreation, Office Manager, Bylaw Enforcement Officer and Director of Public Works & Utilities, and hereby agrees to negotiate with the Union, or any of its authorized committees.
- 2.02 Management Rights: The Union acknowledges that it is the exclusive right of the Employer to plan, direct and manage the affairs of the Employer and direct the workforce subject to the terms of this Agreement.

ARTICLE 3 - NO DISCRIMINATION & CODE OF CONDUCT/ETHICS

3.01 **Parties Shall Not Discriminate:** The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practiced with respect to any employee by reason of age, race or perceived race, creed, colour, nationality, place of origin, ancestry, political or religious affiliation, religion, sex, sexual orientation, gender identity, marital status, family status, disability, receipt of public assistance nor by reason of their membership or activity in the Union.

3.02 The parties acknowledge a shared responsibility to prevent harassment and promote a safe, abuse-free working environment.

There shall be no harassment that adversely affects the employee's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated.

Harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the Employer's workers or the place of employment.

3.03 Harassment refers to behaviors that are not welcomed, not reciprocated and that the harasser knew, or should have known, were objectionable.

3.04 The Parties agree to abide by Policy No. 8.16 of the Town of Unity Employee Code of Conduct/Ethics.

ARTICLE 4 - UNION MEMBERSHIP

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 Check-Off Payments: Upon receipt of a signed Authorization Card the Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and Bylaws.
- 5.02 Deductions: Deductions shall be made from the last payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the **fifteenth** (15th) day of the following month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.
- 5.03 Dues Receipts: At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 6 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 6.01 Union Bargaining Committee: The Union Bargaining Committee, of up to four (4) members, shall be elected or appointed and shall be recognized by the Employer. The Union will advise the Employer of the Union nominees to the Committee.
- 6.02 Time Off for Meeting: If any representative of the Union Bargaining Committee is required to attend bargaining meetings with the Employer during regular working hours, such employee shall have the right to attend these meetings without loss of remuneration.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Definition of Grievance: A grievance shall be defined as a dispute or difference between the Employer and an employee or the Union regarding the interpretation, application or administration of this Agreement.

7.02

- a) Settling of Grievances: An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1:

If an employee believes that any of the provisions of this Agreement affecting the employee have not been properly observed, the employee may, with a Shop Steward, take the grievance up with the immediate Supervisor. Any grievance reported must be done so within ten (10) working days of becoming aware of the occurrence or event and not thereafter. Should an absence on authorized leave prevent knowledge of the event or occurrence referred to above, the days of such absence shall not be counted as working days for the purpose of this Section. Failing settlement in five (5) working days, the grievance will be put in writing and submitted in Step 2.

STEP 2:

The written grievance will be submitted to the Town Administrator who shall, within fifteen (15) working days, hold a meeting with the Union and if necessary a Committee of the Council of the Town. Failing settlement at such meeting the grievance may be submitted at Step 3.

STEP 3:

Either party may refer the grievance to Arbitration by giving written notice to the other party of their intentions to do so under Clause (b) below.

Time limits for proceeding or answering will be fifteen (15) working days.

- b) The Arbitration Board shall be established in accordance with the provisions of the *The Saskatchewan Employment Act*. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. The decision of the Board of Arbitration shall be final and binding on the parties to the dispute.

- c) Arbitration

Composition of Board of Arbitration

- i) The parties to this agreement may, by mutual consent agree to enter Grievance Mediation with the assistance of the Ministry of Labour Relations and Workplace Safety or use an alternate dispute resolution process that is agreeable to both parties.

- ii) When either party requests that a grievance be submitted to arbitration or mediation, the request shall be made in writing addressed to the other party of the agreement, indicating the names of its nominee on an arbitration board. Within five (5) working days thereafter, the other party shall answer in writing indicating the name and address of its appointee to the arbitration board. The two appointees shall then meet to select an impartial chairperson.

7.03 Replies in Writing: Replies to grievances stating reasons shall be in writing at all stages.

7.04 Amending of Time Limits: The time limits fixed in both the Grievance and arbitration procedure may be extended by consent of the parties of this Agreement.

ARTICLE 8 - SENIORITY

8.01 Seniority Defined: Seniority is defined as the length of continuous employment from the last date of hire into the bargaining unit, subject to Article 8.04.

8.02 The Employer shall supply **the Union** with an up-to-date seniority list each January or upon request.

8.03 Eligibility for Seniority: A new employee shall be on probation for a continuous working period of six (6) months in the case of a full-time employee or the equivalent number of hours of regular time actually worked for all other employees. A new employee shall not accumulate seniority nor acquire any seniority rights while on probation. However, upon successful completion of probation, seniority shall be established retroactive to the date of which the employee last entered the service of the Employer. All employees other than full-time employees shall accumulate seniority, in accordance with the above provisions, on the basis of the number of hours actually worked.

8.04 Loss of Seniority: An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- a) they are discharged for just cause;
- b) they resign in writing;
- c) they are absent from work without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) they fail to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- e) They are laid off for a period longer than one (1) year.

8.05 Termination of Employment: Notice of termination shall be given in accordance as per the *The Saskatchewan Employment Act*. Newly hired employees in temporary positions shall be deemed to be on layoff at the end of their term of employment.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 Job Postings: When a vacancy or temporary position of two (2) months or longer occurs or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notice, of the position in the Employer's offices and shops for a minimum of one (1) week. The position may also be posted externally at the same time.

Preference will be given to internal applicants with the greatest seniority and having the required qualifications.

9.02 Information in Postings: Such notice shall contain the following information: nature of position, primary work location, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

9.03 Role of Seniority in Promotions and Transfers and Layoffs: Therefore, in making staff changes, transfers, or promotions or layoffs appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

9.04 On-the-Job Training: Insofar as efficient operations permit, the Employer will attempt to provide an appropriate on-the-job training for employees, to develop the job skills necessary for promotion.

The parties agree that all legislated training and certification related to health and safety will be completed in a timely manner.

9.05 Training Course: The Employer will investigate training courses available for staff development and where deemed appropriate provide employees with an opportunity of attending such courses. Employees selected by the Employer to attend training courses shall not suffer loss of pay by virtue of attendance at such courses. The employee agrees to reimburse the Employer if they leave the employment of the Employer, for any reason, within six (6) months of taking the course.

9.06 Temporary Out-of-Scope Promotion: Employees temporarily promoted or transferred outside of the bargaining unit with the Employer shall have the right to return to their former position in scope on completion of the temporary position.

Employees shall not be covered by the collective agreement, as per Article 2.01, when temporarily transferred or promoted outside the bargaining unit.

Any temporary transfer outside the Bargaining Unit in excess of one (1) year must be mutually agreed upon by the Employer and the Union.

9.07 Upon return of employee to former in scope position the seniority will continue to accrue from that date.

ARTICLE 10 - LAYOFFS AND RECALLS

10.01 Role of Seniority in Layoffs: Laid off employees shall be returned to work according to seniority provided they are qualified and able to perform the available work.

- 10.02 Grievances on Layoffs and Recalls: Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure and shall be initiated within seven (7) days of the action being grieved, and continue in the same time frames in the Grievance Procedure as in Step 2 and forward.
- 10.03 No Union employee presently employed shall be laid off unless occasioned by:
- a) Normal seasonal layoff;
 - b) Shortage of work; or
 - c) Reorganization of work within the workplace.

Employees in temporary positions shall be deemed to be laid off at the completion of their temporary positions.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 Subject to the provisions of Article 8.04, no employee shall be dismissed **without just cause**. An employee dismissed or disciplined shall be advised promptly in writing of the reasons of such dismissal or discipline, with a copy of the letter provided to the Union President.
- 11.02 Right to Have Shop Steward Present: In all cases where the Employer considers an employee's conduct to warrant a disciplinary action, the Employer or its representative shall so notify the **employee at least four (4) working hours** in advance of the purpose of any such interview so that the employee may contact their Shop Steward or Union designate to be at the interview, and the Employer shall have the right to choose its representative or designate. **No discipline or investigative meeting shall occur without the presence of a union representative, or the employee's written waiver to proceed without union representation.**
- 11.03 Access to Personnel File: An employee having provided forty-eight (48) hours written notice to the Employer, shall have the right to review their own personnel file and receive copies of those items of earlier correspondence and documentation, other than pre-employment references as have already been issued or reviewed and which have been initialed by both parties as to such issuance and review. Such access shall be affected during normal office hours.

11.04 A written warning and related follow-up issued in accordance with this clause shall be removed, following a written request by the employee, from the employee's file after two (2) years of subsequent active employment during which no formal disciplinary action is taken.

Prior to being placed in the employee's file, all documents must be signed and dated by the employee. Such signature shall not constitute agreement to said document. Responses to any document shall, upon the request of the employee, be added to the employee's file.

11.05 The parties to this Agreement recognize the principles of progressive discipline and agree to follow these steps in the order described below.

- a) **documented verbal warnings**
- b) written warning(s)
- c) suspension(s)
- d) dismissal

ARTICLE 12 - HOURS OF WORK

12.01 Regular Daily Hours:

Clerical – Employees will work a regular workday of seven (7) hours Monday to Friday, thirty-five (35) hours per week.

Outside – The regular workday for employees shall be eight (8) hours per day, forty (40) hours per week.

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

ARTICLE 13 - OVERTIME

13.01 Overtime Defined: All authorized time worked in excess of seven (7) hours in a day or thirty-five (35) hours in a week or on a holiday for Town Office Administrative staff and eight (8) hours in a day or forty (40) hours in a week or on a holiday for all other employees shall be considered overtime.

- 13.02 Compensation For Overtime Hours Worked: Compensation for work in excess of seven (7) hours in a day or thirty-five (35) hours in a week for Town Office Administrative staff and eight (8) hours in a day or forty (40) hours in a week for all other employees, shall be paid at the rate of time and one-half (1 ½ x).
- 13.03 Call Back Pay Guarantee: An employee who is called back to work outside their regular working hours shall be paid for a minimum of two (2) hours at the rate of time and one half (1 ½ x). This provision shall apply only when an employee is not advised of the call back prior to leaving work on their last scheduled shift and shall not apply when an employee is on call back under the provisions of Article 18.06.
- 13.04 Compensation for Work on Paid Holidays Not Regularly Scheduled: Overtime work on a holiday when an employee was not scheduled to work shall be paid for at the rate of time and one half (1 ½ x) for the work performed, or time off at the rate of time and one half (1 ½ x) hours per hours of actual time worked without loss of regular pay. This clause shall not apply when an employee is on call under the provisions of Article 18.06.
- 13.05 Time off in Lieu of Overtime: Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time selected by the employee and agreed upon by the Employer. However, such time must be taken within the calendar year.

ARTICLE 14 - HOLIDAYS

- 14.01 a) Holidays: The Employer recognizes the following as holidays:
- | | |
|------------------|--|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Saskatchewan Day | Boxing Day |
- and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.
- b) Flex Day: Employees shall, with mutual consent of their supervisor, be allowed to take one (1) day off with pay and benefits each year. Employees will not be allowed to carryover an unused Flex Day. **The Employer shall prorate during employee's first calendar year.**

- 14.02 Compensation for Holidays Falling on Employee's Day of Rest: When any of the above noted holidays falls on any employees' day of rest and is not proclaimed as being observed on some other day, the following or any mutually agreed regularly scheduled day shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 15 - VACATIONS

- 15.01 Length of Vacation: An employee shall receive an annual vacation in accordance with their employment as follows:
- | | |
|--|---------------------------------|
| Less than one (1) year | 1 ¼ working days for each month |
| One (1) year or more | 15 working days |
| After 10 years of service
and each year thereafter | 20 working days |
| After 15 years of service
and each year thereafter | 25 working days |
| At 20 years of service during
the 20 th anniversary year | 30 working days |
| At 21 or more years of service | 25 working days |
- The calendar year shall extend from January 1st to December 31st.
- 15.02 Compensation for Holidays Falling Within Vacation Schedule: If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay.
- 15.03 Vacation pay shall be at the rate of 3/52's or 4/52's or 5/52's, etc. of gross annual earnings or current rate of pay, whichever is the greater.
- 15.04 Vacation Schedules: Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Annual vacation schedules shall be on a mutually agreed rotation plan firstly. In the event of conflict seniority shall be the deciding factor of the employee's choice of vacation dates.
- 15.05 Unbroken Vacation Period: An employee shall receive their vacation in an unbroken period if desired unless otherwise mutually agreed upon between the employee and the Employer.

- 15.06 **Approved Sick Leave During Vacation:** Where an employee qualifies for sick leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. An employee requesting sick leave will be required to produce a medical certificate from a qualified physician.

ARTICLE 16 - SICK LEAVE PROVISIONS

- 16.01 **Sick Leave:** Sick leave will be earned from first day of service and will accrue at a rate of one and one quarter (1 ¼ x) days per month of service, pro-rated for part-time employees.

Employees will accumulate unused sick leave to a maximum of seventy (70) days.

Casual employees will not be entitled to paid sick leave.

- 16.02 **Proof of Illness:** An employee may be required, for cause, to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

Should the Employer challenge the original medical certificate, the Employer agrees to reimburse the employee for all reasonable costs associated with obtaining a certificate or additional information from a duly qualified medical practitioner agreed to by the employee and the Employer. Reasonable costs shall include travel, and cost of the documentation or certificate.

- 16.03 **Sick Leave Records:** Once a year the Employer shall advise each employee referred to in Article 16.01(b) and (c), in writing, of the amount of sick leave accrued to their credit on December 31st each year unless requested sooner by the employee.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 **Leave of Absence for Union Functions:** Two (2) weeks notice shall be given to the Employer for one (1) employee elected or appointed to represent the Union at conventions of up to five (5) working days. They shall be allowed a leave of absence without pay. Leave of absence without pay but without

loss of benefits shall be allowed for one (1) employee to attend Executive and Committee meetings of the Canadian Union of Public Employees, its affiliated or chartered bodies and any labour organizations with which the Union is affiliated insofar as municipal operations will permit.

- 17.02 a) Paid Bereavement Leave: An employee shall be granted a maximum of three (3) regularly scheduled consecutive work days without loss of pay and benefits in the case of death of a parent, wife, husband, common-law spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, uncle, aunt and relatives living with the family. Employees required to travel in excess of five hundred (500) kilometres shall be granted an additional two (2) consecutive working days for travel.
- b) Bereavement Leave During Vacation: Where an employee requires bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such leave. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.
- c) Mourner's Leave: One half (1/2) day leave shall be granted without pay to attend a funeral as a mourner/pallbearer, for any person not listed in (a) above. If travelling is required, one (1) day shall be granted.
- d) Sickness in Family: Leave for **the care of an** immediate family member of up to two (2) days per year with pay shall be granted to:
- i) **make arrangements for required medical care;**
 - ii) **provide supervised care; or**
 - iii) **attend medical appointments.**

Immediate family shall be defined as someone for whom the employee is responsible for direct care. In extenuating circumstances, the discretionary decision of the Employer is required.

- 17.03 Maternity, Paternity and Adoption Leave: The Employer shall provide maternity, paternity and adoption leave in accordance with the provisions of current Saskatchewan Labour Standards.

- 17.04 Time Off for Elections: Employees shall be allowed four (4) hours before the closing of the polls for any federal election, or that time required by law for provincial or municipal elections.
- 17.05 Paid Jury or Court Witness Duty Leave: The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. 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. 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.
- 17.06 General Leave: Leave without pay shall be granted to the employee insofar as the regular operations of the Employer will permit. All requests for leave of absence must be submitted in writing and shall include the commencement date and length of the leave. For any leave for over thirty (30) calendar days the employee will furnish reasons for the request. The Employer shall respond to all requests for leave of absence within seven (7) days of receipt of the request with a copy forwarded to the Union.
- 17.07 Domestic Violence and Employee Safety
- a) The Employer and the Union recognize that situations of violence or abuse in an employee's personal life can affect their attendance or performance at work. The parties further recognize that victims are often reluctant to disclose because of the stigma associated with domestic violence and the fear of gossip, not being believed, job loss and other negative outcomes; that perpetrators are often skilled at hiding and rationalizing their abusive behavior; and that privacy arguments are often used to cover up violence that occurs in intimate relationships. For these reasons, the parties pledge their support to employees impacted by domestic violence and agree to the following:
 - i) An employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation (for example: a written note from a doctor, lawyer, counselor, intake worker, or worker at a women's or crisis shelter).
 - ii) Workers experiencing domestic violence shall be granted up to ten (10) days leave in a fifty-two (52) week period. Five (5) of these ten (10) days of leave shall be paid leave, without loss of benefits and with accrual of seniority. This leave is for

attendance at appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single hours, without prior approval and may require short notice.

- iii) Absences which are not covered by sick leave, disability insurance or Domestic Violence Leave will be granted as absent with permission without pay not to exceed thirty (30) calendar days.

b) Privacy, Confidentiality and Disclosure Information

The Employer and the Union agree that requests and inquiries must be done carefully in order to balance the safety and privacy of the employee, and that privacy and confidentiality should be maintained to the furthest extent possible. As such, the parties agree to the following:

- i) Requests submitted under the terms of this article will be treated as confidential by the Employer. All personal information concerning domestic violence will be kept confidential and no information will be kept on the employee's personnel file without their express written permission.
- ii) Information will only be disclosed on a "need to know" basis to protect confidentiality while ensuring worker safety.
 - 1) The parties will not disclose more personal information than is reasonably necessary to protect workers from injury and will share information only with those who need to know.
 - 2) Information will only be shared in emergency situations, for threat assessment, for safety planning and for the effective implementation of protective orders, such as limiting public access in certain circumstances.
- iii) The Employer will provide mechanisms for workers to report incidents and risks of domestic violence.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

- 18.01 Payment of wages shall be on a monthly basis with an advance by the **sixteenth (16th)** of each month and the remainder with deductions by the end of each month. The monthly pay advice shall include credits and usage for both sick leave and vacation.
- 18.02 **Rate of Pay on Promotion:** When an employee is promoted to a higher flat rate paying position, the employee shall receive the rate of pay for the higher paying position. If the employee is promoted to a position which has a salary range, they shall receive the rate in the salary range which is next higher than their previous rate. The date of promotion to the new classification shall become the anniversary date.
- 18.03 **Pay on Temporary Transfers, Higher Rated Job:** When an employee is assigned for a minimum of two (2) days and temporarily relieves in, or performs the principal duties of a higher paying position, at a flat rate of pay, they shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is next higher than their previous rate.
- 18.04 **Workers Assigned to Arena – Pay on Temporary Transfers, Higher Rated Job:** When an employee is assigned to relieve an employee at the Arena, they shall be paid for all hours for which they work in that position. Employees shall be paid at the rate in the salary range which is next higher than the rate they are presently receiving or a rate that directly reflects the accumulated time within the position to which the employee has been temporarily assigned.
- 18.05 **Pay on Transfer, Lower Rated Job:** When an employee is temporarily assigned to a position paying a lower rate, their rate shall not be reduced.
- 18.06 **Vacation Pay:** An employee may, upon giving at least five (5) working days notice, receive on the last office day preceding commencement of their annual vacation, any pay cheques which may fall due during the period of vacation.
- 18.07 **On Call Provisions:** When an employee is advised that they are "on call", that is, immediately available by telephone contact, they shall be paid straight time wages in accordance with the following schedule:

- a) Monday to Friday inclusive – **one (1)** hour per day
 - b) Regular days of rest and holidays as provided for in this Agreement – **three (3)** hours per day
- 18.08 **On Call Rates of Pay:** All hours actually worked by an “on call” employee shall be paid at overtime rates in accordance with the provisions of this agreement in addition to the provisions of hourly rates as provided by this clause.
- 18.09 **Shift Premium:** All Arena employees working between 6:00 p.m. and 7:00 a.m. shall receive a shift premium of one dollar (\$1.00) per hour, in addition to regular wages.

ARTICLE 19 - EMPLOYEE BENEFITS

- 19.01 **Pension Plans:** In addition to the Canada Pension Plan, every employee shall join the Saskatchewan Municipal Employees' Superannuation Plan. The Employer and the employee shall make contributions in accordance with the provisions of the plan.
- 19.02 **The Workers' Compensation Act:** All employees shall be covered by *The Workers' Compensation Act*. An employee prevented from performing their regular work with the Employer on account of an occupational injury or illness that is covered by Workers' Compensation Board (**WCB**) shall receive full wages and benefits from the Employer at their rate of pay for a maximum of six (6) months, pending approval of the WCB claim. Note all claims are subject to necessary adjustments. As per Section D of the WCB Employer's Initial Report of Injury all compensation payments are payable to the Employer.
- 19.03 The Employer agrees to pay sixty percent (60%) of the benefits listed below:
- Vision Care
 - Extended Health Plan A
 - Dental Plan B
- 19.04 **A Long-Term Disability Plan will be provided. It is agreed that the employees will pay for one hundred percent (100%) of the Long-Term Disability Plan.**

19.05 The Employer agrees to pay one hundred percent (100%) of the benefits listed below:

**Accidental Death and Dismemberment
Life Insurance
Short-Term Disability
Employee Assistance Program (EAP)**

ARTICLE 20 - SAFETY AND HEALTH

20.01 The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. They will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological and social well-being with respect to working conditions for all employees in accordance with *The Occupational Health and Safety Act and Regulations*, and it is further agreed that *The Occupational Health and Safety Act and Regulations* form part of this Collective Agreement. There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article.

20.02 Occupational Health & Safety Committee: An Occupational Health and Safety Committee shall be established and composed of representatives appointed by the Employer and the Union. Representatives of the Union shall suffer no loss of pay for attending meetings of the Committee.

ARTICLE 21 - CLOTHING AND FOOTWEAR

- 21.01 a) Clothing: The Employer will purchase two (2) pairs of coveralls for each employee annually, in the Public Works Department and for the Culture, Parks and Recreation Department employees.
- i) The Employer shall be responsible for maintaining and cleaning the coveralls.
 - ii) The Employer shall provide employees with the necessary safety clothing.

b) Footwear:

- i) Full-time employees who have completed the probationary period shall receive two hundred and seventy-five dollars (\$275.00) per calendar year towards the purchase of approved safety footwear.
- ii) Labourers and less than full-time employees: As a condition of employment, employees will be required to purchase safety footwear where such footwear is necessary. Employees who return for the second year will receive payment in accordance with Article 21.01(b)(i).
- iii) Employees purchasing safety footwear will provide proof of purchase **attached to request for reimbursement.**

ARTICLE 22 - GENERAL CONDITIONS

22.01 **Bulletin Boards:** The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 The Employer recognizes the requirement of legislation pertaining to Technological Change.

ARTICLE 24 - TERM OF AGREEMENT

24.01 **Duration:** This agreement shall be effective from the first (1st) day of January, 2024 and shall remain in force until December thirty-first (31st), 2026 and thereafter from year to year, but either party may, not less than sixty (60) days nor more than one-hundred and twenty (120) days before the expiry date of the Agreement, give notice in writing to the other party to negotiate a revision thereof.

24.02 **Retroactivity:** Salaries, as per Schedule "A" – Retroactivity will commence from January 1, 2024 for all employees who were employees as of January 1, 2024, including retired, resigned, reinstated and those who otherwise left the service of the Employer during the course of negotiations.

SCHEDULE 'A'

	January 1, 2024	January 1, 2025				January 1, 2026
	\$1.25	Market Adjustment	\$0.60	Total Increase	\$0.60 plus Market Adjustment	\$0.60
Shop Foreman						
Year 3	\$32.87	\$0.00	\$0.60	\$0.60	\$33.47	\$34.07
Year 2	\$32.42	\$0.00	\$0.60	\$0.60	\$33.02	\$33.62
Year 1	\$32.12	\$0.00	\$0.60	\$0.60	\$32.72	\$33.32
Water Treatment Plant Operator						
Year 3	\$31.23	\$0.00	\$0.60	\$0.60	\$31.83	\$32.43
Year 2	\$30.90	\$0.00	\$0.60	\$0.60	\$31.50	\$32.10
Year 1	\$30.84	\$0.00	\$0.60	\$0.60	\$31.44	\$32.04
Equipment Operator						
Year 3	\$28.93	\$0.15	\$0.60	\$0.75	\$29.68	\$30.28
Year 2	\$28.57	\$0.15	\$0.60	\$0.75	\$29.32	\$29.92
Year 1	\$28.27	\$0.15	\$0.60	\$0.75	\$29.02	\$29.62
Labourer 3						
Year 3	\$26.92	\$0.15	\$0.60	\$0.75	\$27.67	\$28.27
Year 2	\$26.59	\$0.15	\$0.60	\$0.75	\$27.34	\$27.94
Year 1	\$26.24	\$0.15	\$0.60	\$0.75	\$26.99	\$27.59
Labourer 2						
Year 3	\$24.15	\$0.75	\$0.60	\$1.35	\$25.50	\$26.10
Year 2	\$23.82	\$0.75	\$0.60	\$1.35	\$25.17	\$25.77
Year 1	\$23.47	\$0.75	\$0.60	\$1.35	\$24.82	\$25.42
Clerk						
Year 3	\$26.53	\$0.20	\$0.60	\$0.80	\$27.33	\$27.93
Year 2	\$24.89	\$0.20	\$0.60	\$0.80	\$25.69	\$26.29
Year 1	\$23.27	\$0.20	\$0.60	\$0.80	\$24.07	\$24.67

Utility Clerk							
Year 3	\$27.97		\$0.20	\$0.60	\$0.80	\$28.77	\$29.37
Year 2	\$27.45		\$0.20	\$0.60	\$0.80	\$28.25	\$28.85
Year 1	\$26.93		\$0.20	\$0.60	\$0.80	\$27.73	\$28.33
Accounts Payable Clerk							
Year 3	\$27.97		\$0.20	\$0.60	\$0.80	\$28.77	\$29.37
Year 2	\$27.45		\$0.20	\$0.60	\$0.80	\$28.25	\$28.85
Year 1	\$26.93		\$0.20	\$0.60	\$0.80	\$27.73	\$28.33
Rec Fac Foreman							
Year 3	\$30.13		\$0.75	\$0.60	\$1.35	\$31.48	\$32.08
Year 2	\$29.66		\$0.75	\$0.60	\$1.35	\$31.01	\$31.61
Year 1	\$29.35		\$0.75	\$0.60	\$1.35	\$30.70	\$31.30
Rec Fac Labourer							
Year 3	\$24.15		\$0.75	\$0.60	\$1.35	\$25.50	\$26.10
Year 2	\$23.82		\$0.75	\$0.60	\$1.35	\$25.17	\$25.77
Year 1	\$23.47		\$0.75	\$0.60	\$1.35	\$24.82	\$25.42
Arena Labourer 2							
Year 3	\$22.68		\$0.75	\$0.60	\$1.35	\$24.03	\$24.63
Year 2	\$22.33		\$0.75	\$0.60	\$1.35	\$23.68	\$24.28
Year 1	\$22.00		\$0.75	\$0.60	\$1.35	\$23.35	\$23.95
Labourer - Seasonal							
Season 3	\$18.70		\$0.10	\$0.60	\$0.70	\$19.40	\$20.00
Season 2	\$18.41		\$0.10	\$0.60	\$0.70	\$19.11	\$19.71
Season 1	\$18.07		\$0.10	\$0.60	\$0.70	\$18.77	\$19.37
Head Lifeguard							
Season 3	\$22.54		\$0.10	\$0.60	\$0.70	\$23.24	\$23.84
Season 2	\$22.29		\$0.10	\$0.60	\$0.70	\$22.99	\$23.59
Season 1	\$22.04		\$0.10	\$0.60	\$0.70	\$22.74	\$23.34

Senior Lifeguard							
Season 3	\$21.03		\$0.10	\$0.60	\$0.70	\$21.73	\$22.33
Season 2	\$20.69		\$0.10	\$0.60	\$0.70	\$21.39	\$21.99
Season 1	\$20.36		\$0.10	\$0.60	\$0.70	\$21.06	\$21.66
Lifeguard							
Season 3	\$17.64		\$0.10	\$0.60	\$0.70	\$18.34	\$18.94
Season 2	\$17.33		\$0.10	\$0.60	\$0.70	\$18.03	\$18.63
Season 1	\$17.02		\$0.10	\$0.60	\$0.70	\$17.72	\$18.32
Junior Lifeguard							
Season 3	\$16.16		\$0.10	\$0.60	\$0.70	\$16.86	\$17.46
Season 2	\$15.92		\$0.10	\$0.60	\$0.70	\$16.62	\$17.22
Season 1	\$15.63		\$0.10	\$0.60	\$0.70	\$16.33	\$16.93
Playground Supervisor							
Year 3	\$15.01		\$0.20	\$0.60	\$0.80	\$15.81	\$16.41
Year 2	\$14.84		\$0.20	\$0.60	\$0.80	\$15.64	\$16.24
Year 1	\$14.70		\$0.20	\$0.60	\$0.80	\$15.50	\$16.10
Concession Operator							
Year 3	\$21.04		\$0.10	\$0.60	\$0.70	\$21.74	\$22.34
Year 2	\$20.69		\$0.10	\$0.60	\$0.70	\$21.39	\$21.99
Year 1	\$20.36		\$0.10	\$0.60	\$0.70	\$21.06	\$21.66
Concession Helper							
Year 3	\$16.15		\$0.10	\$0.60	\$0.70	\$16.85	\$17.45
Year 2	\$15.92		\$0.10	\$0.60	\$0.70	\$16.62	\$17.22
Year 1	\$15.63		\$0.10	\$0.60	\$0.70	\$16.33	\$16.93

- For the classification of **permanent full-time Clerical**, 1820 hours equals one (1) year.
- For the classification of **permanent full-time Outside**, 2080 hours equals one (1) year.
- For the classification of **permanent part-time**, one (1) year equals the first of 500 hours or two (2) calendar years.

- ***For the classification of seasonal employees, a season equals May to September (returning employees are required to have been employed a minimum of six (6) consecutive weeks during the previous season to advance to an increase in pay).***
- ***For the classification of Casual, one (1) year equals the first of 300 hours or two (2) calendar years.***
- ***An additional \$1.00 per hour shall be paid to employees who achieve Level 2 Water Certification.***

SIGNING PAGE

SIGNED ON BEHALF OF:

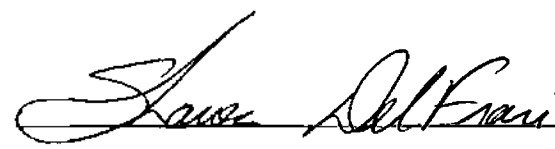
SIGNED ON BEHALF OF:


THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2752

THE TOWN OF UNITY

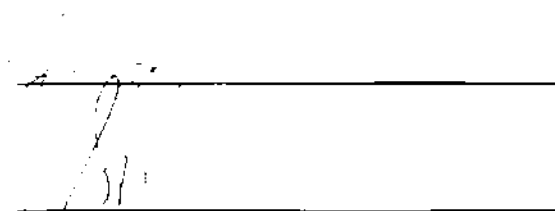


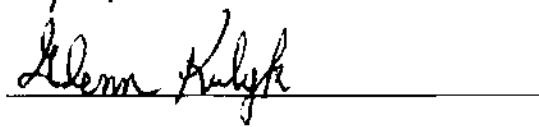
President

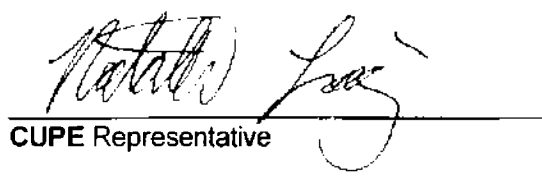




Secretary







CUPE Representative