

COLLECTIVE AGREEMENT

between

The City of
Humboldt

and

CUPE / Canadian Union
of Public Employees
Local 2359

January 1, **2023** to December 31, **2025**

THIS AGREEMENT MADE this 31st DAY OF May, 2023.

BETWEEN: THE CITY OF HUMBOLDT,
in the Province of Saskatchewan,
Hereinafter called the "City",

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2359
Hereinafter called the "Union",

PARTY OF THE SECOND PART

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ARTICLE 1 – INTERPRETATION

In this Agreement, the expression:

- a) "Casual employee" is an employee who works between zero (0) hours and forty (40) hours per week and has no set schedule or guaranteed hours. Casual employees are not eligible to accrue sick time, their vacation time is paid on each pay period, and they are not eligible for group benefits.
- b) "City" or "Employer" means the Corporation of the City of Humboldt.
- c) "Common Law Spouse" means a person with whom an employee is living in a conjugal relationship for at least twelve (12) continuous months.
- d) "Council or City Council" means the Council of the City.
- e) "Employee" means any person who is employed by the City, except those mentioned under Article 3.
- f) "Member" means a member of the Canadian Union of Public Employees, Local Union 2359 who is an employee of the City.
- g) "Parties" means the City and the Union.
- h) "Full-time employee" shall be defined as one who has been selected or appointed to an established full-time position, working a regularly scheduled work week between thirty (30) hours and forty (40) hours per week respective of their classification and has completed their probationary period. Sick time is accrued at one and one quarter (1.25) days per month worked. Permanent full-time employees earn annual vacation on January 1 of each year and are eligible for group benefits. Temporary full-time employees are paid vacation on each pay period and are not eligible for group benefits.
- i) "Part-time employee" shall be defined as one who has been selected or appointed to an established part-time position and has successfully completed their probation period; and is scheduled to work fifteen (15) and thirty (30) hours per week. Ten (10) sick hours are earned for every 173.3 hours worked, vacation time is paid out on each pay period, and part-time employees are eligible for **group benefits in accordance with the terms and conditions set out in the benefits plan.**
- j) "Probationary/training employee" shall refer to an employee who has not yet completed thirteen (13) weeks of work in their first year of service in any established position. Eligible employees are not enrolled in the group benefits plan until they successfully complete their probation.
- k) "Seasonal bid employee" shall be defined as an employee who is hired to work in a position of a seasonal nature for a period of eight (8) months or less and is subject to lay-off and recall each year. Ten (10) sick hours are earned for every 173.3 hours worked, vacation time is paid out on each pay period, and seasonal bid employees are eligible for group benefits **in accordance with the terms and conditions set out in the benefits plan.**
- l) "Temporary employee" means any person who is employed by the City for a period of more than sixty (60) days to relieve in the absence of a permanent employee or to fill a temporary requirement. Such employees shall be employed for fixed periods of time to meet operational requirements. Ten (10) sick hours are earned for every 173.3 hours worked, vacation time is paid out on each pay period, and temporary employees are eligible for group benefits **in accordance with the terms and conditions set out in the benefits plan.**

- m) "Union" means Canadian Union of Public Employees, Local 2359.
- n) "Permanent employee" is defined as a full-time or part-time employee who works twelve (12) months a year, with no definite end date of employment.
- o) "Service" is the length of employment from the date of hire. Any break in employment related to resignation or dismissal of employment would interrupt an employee's length of continuous service.
- p) "Protected leave" (as defined by Saskatchewan Employment Standards):
 - i) Family (maternity, adoption, parental, bereavement, and crime-related child death or crime related child disappearance leaves);
 - ii) Service (reserve force, jury duty, nomination/election and candidate/public office, and citizenship ceremony leaves);
 - iii) Medical (organ donation, critically ill childcare, critically ill adult care, and compassionate care);
 - iv) Interpersonal violence leave; and
 - v) Public health emergency leave.
- q) "General leave" is an approved absence from work without pay that lasts longer than four (4) weeks. The length of the approved leave is at the discretion of the City Manager. General leaves are not eligible to accrue sick time and vacation time; they are not eligible to continue in the MEPP program or group benefits during the length of the leave.

ARTICLE 2 - PREAMBLE

It is the purpose of both Parties to this Agreement:

- a) to maintain and further develop harmonious relations of employment between the City and the Union;
- b) to improve the practices and procedures of collective bargaining;
- c) to promote conditions favourable to the orderly and constructive settlement of disputes;
- d) to encourage efficiency in operations;
- e) to promote the morale, well-being and security of all employees in the bargaining unit;
- f) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages.

AND WHEREAS it is now desirable that method of bargaining and all matters pertaining to the working conditions of the employees are drawn up in an Agreement;

NOW THEREFORE, this Agreement witnesses that the parties hereto in consideration of the mutual covenants hereinafter contained agree each with the other as follows:

ARTICLE 3 - SCOPE

- 3.01 This Agreement shall cover all of the employees employed by the City of Humboldt, in the Province of Saskatchewan except the City Manager, Director of Corporate Services/City Clerk, Director of Public Works & Utilities, Director of Community and Leisure Services, Director of Community Development and Communications, Director of Cultural Services, Fire Chief, Deputy Fire Chief, Director of Finance, Finance Manager, Works and Utilities Manager, Aquatics Manager, Facilities Maintenance Manager, Food Services Manager, **Marketing & Development Manager, Events Services Manager, Events and Conference Manager, Community Safety Officer (CSO) (see LOU re: Provisional Scope of Community Safety Officer Classification)**, Community Development Coordinator, Engineering Coordinator, Planning Coordinator, Executive Coordinator, Recreation Program Coordinator, Human Resources Coordinator, City Assessor, and Paid on-call Fire Fighters.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Employer shall be entitled to operate and manage the business of the City in all respects, including the right to plan, direct and control operations to maintain the discipline and efficiency of the employees and to require employees to observe the City's rules and regulations to hire, lay-off or relieve employees from duties to suspend, demote, promote, discipline and discharge employees for just cause, in accordance with its commitments and responsibilities and to make and alter from time to time as necessity arises, rules, policies and regulations to be observed by the employees, which rules, policies and regulations shall not be inconsistent with the provisions of this Agreement. Such rules, policies and regulations thereto shall be communicated in writing to the Union.

In exercising its management rights, the Employer shall not violate any of the specific provisions of this Agreement.

ARTICLE 5 - RECOGNITION AND TERMS OF AGREEMENT

- 5.01 The City recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 5.02 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.
- 5.03 For all employees covered by this Agreement it shall be deemed to have come into effect on the first (1st) day of January **2023**, and shall continue in force and effect until the thirty-first (31st) day of December **2025**, and shall continue in force thereafter until a new Agreement has been established.
- 5.04 Either party wishing to negotiate changes, additions or amendments to this Collective Agreement shall give the other party a written notice of a request to, and begin the process not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration date.
- 5.05 All parties shall agree to begin the negotiation process for a new contract not less than one-hundred and eighty (180) days prior to the expiration of the existing Agreement.

ARTICLE 6 - CONTINUATION OF ACQUIRED RIGHTS

- 6.01 All provisions of this Agreement are subject to applicable laws now and hereafter in effect. If any law now existing or hereafter enacted, and/or proclamation, and/or regulations shall invalidate any portion of this Agreement the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence and either party, upon notice to the other, may re-open negotiations with respect to the conflicting clause(s).

ARTICLE 7 - CORRESPONDENCE

- 7.01 All correspondence between the parties, arising out of this Agreement or incidents thereto, shall pass to and from the City Manager and the President of the Union and a copy shall be sent to the Local's Recording Secretary. **The Union will provide a secure email address to be used for all formal communications between the City and the Union.**
- 7.01.1 Notices to bargain, Labour Relations Board applications, arbitration and tribunal notices and other mutually agreed notices shall pass to and from the City Manager and the CUPE National Servicing Representative with copies to the Local's President and Recording Secretary.
- 7.01.2 Correspondence so delivered will be deemed to have been received by an officially appointed representative and, delivery having so occurred, the recipient shall be deemed to have notice of the contents of the correspondence.

ARTICLE 8 - LABOUR/MANAGEMENT NEGOTIATIONS AND COMMITTEES

8.01 Bargaining Committee

A bargaining committee of three (3) shall be appointed by the City as appointees of the City, and the Union shall also appoint a bargaining committee of three (3) as appointees of the Union. The Union will advise the City of the Union Nominees to the Committee and the City will notify the Union of Council's Nominees to the Committee. Committee membership may be changed at any time by the respective parties.

8.02 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing with or negotiating with the City or City Representatives, and the City shall have the right at any time to have the assistance of representatives of their choice.

8.03 Function of Bargaining Committee

All matters pertaining to collective bargaining shall be referred to the Bargaining Committee.

8.04 Time Off for Bargaining Meetings

8.04.1 Union Events

Any representative of the Union on the Bargaining Committee who is in the employ of the City shall have the privilege of attending meetings of the Committees of the City and the Union held within working hours without loss of salary; times for meetings to be fixed by mutual agreement between the City and the Union.

Should it be necessary to conduct joint bargaining meetings during hours the Bargaining Committee member is not scheduled to work or on the member's day off, the affected employee shall be entitled to bank equal time in lieu for the time spent bargaining outside of their scheduled work hours. Banked time will be utilized at a mutually agreed time.

8.04.2 Meetings of the Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a mutually agreed time and place. It is understood that the Committee shall attempt to meet within ten (10) days of notification or at a mutually agreed time.

8.05 Management & Labour Committee

8.05.1 A Management & Labour Committee shall be established consisting of a maximum of three (3) Employer [two (2) City Councillors plus the City Manager or their designate] and three (3) Union representatives with no more than one (1) from any department. It is recognized that in lieu of two (2) City Councillors, two (2) members of Senior Management may be appointed.

8.05.2 **At the request of either party**, the Committee shall meet at a mutually agreed time and place to discuss questions affecting work, safety or general efficiency. **An agenda will be circulated prior to the meeting.**

8.05.3 The Committee shall have no jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement.

8.05.4 The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions and for the development of draft Letters of Understanding between the parties.

8.06 Union Events

Leave of absence with pay and without loss of seniority shall be granted upon request to the Department Head and/or the City Manager, to employees elected or appointed to represent the Union at conventions, conferences, educational sessions, seminars and meetings insofar as the operation of the department will permit. The Employer will bill the Union for all wages and benefit costs for the employee for the period of absence.

ARTICLE 9 - NO DISCRIMINATION

9.01 The City, its servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, political or religious affiliation, sex, marital status, nor by reason of membership in a trade union and any other prescribed grounds prohibited under *The Saskatchewan Employment Act* or Human Rights legislation. The Union, its members, servants and agents agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to the City or any employee mentioned in Articles 1 and 3 by reason of race, colour, political, religious affiliation, sex, marital status or membership or non-membership in a trade union and any other prescribed grounds prohibited under *The Saskatchewan Employment Act* or Human Rights legislation.

ARTICLE 10 - UNION SECURITY

10.01 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, 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.

ARTICLE 11 - CHECK-OFF OF UNION DUES

11.01 Upon request in writing of an employee, and upon request of a Trade Union representing the majority of employees, the City shall deduct Union dues, assessments and initiation fees from the wages due to the employee. Such deductions shall be made on each pay day of each month for the current month and shall be remitted within fifteen (15) days to the person designated by the Union. Each month, the City shall furnish the Union with a written list of the employees from whom such deductions have been made, new employees and their departments.

At the same time that income tax (T4) slips are made available, the Employer shall record the amount of Union dues paid by each Union member in the previous year. Union dues paid by each member in the previous year will be recorded in Box 44 on the Income Tax (T4).

11.02 Contact Information

Upon written consent from each employee, the City will provide the Union with each members' email address monthly.

ARTICLE 12 - UNION SECURITY

12.01 The City agrees to allow the Union the time to acquaint new employees to the Union.

ARTICLE 13 - SENIORITY

13.01 Definition

Seniority is length of service with the Employer and, except as provided for in Articles 13.03 and 13.04 with respect to temporary employment, shall date from the original date of commencing work.

13.02 The City shall prepare and provide to the Union a seniority list in triplicate once annually on or before May 1 of each year.

13.03 Regular Employee's Attainment of Seniority

A new employee shall be on probation for a continuous working period of thirteen (13) weeks. Upon completion of the prescribed period, seniority shall be established retroactively to the date on which the employee last entered the service of the City.

13.04 **Seniority During Absence**

- 13.04.1 If an employee is absent from work due to an accident or illness, the employee shall continue to accumulate seniority provided such absence does not exceed twelve (12) months.
- 13.04.2 If an employee is absent from work because of lay-off or authorized leave of absence, the employee shall retain their seniority accumulated prior to their lay-off or leave of absence, provided such absence or lay-off does not exceed twelve (12) months.
- 13.04.3 Workers receiving Workers' Compensation shall continue to accumulate seniority.
- 13.04.4 **Maternity/Parental or Adoption Leave**
Workers on Maternity/Parental or Adoption Leave shall continue to accumulate seniority.

13.05 **Loss of Seniority**

Notwithstanding 13.01 and 13.03, an employee shall lose seniority in the event that:

- a) An employee is dismissed by the City for just cause and is not reinstated.
- b) An employee voluntarily leaves the services of the City or does not show up for a scheduled shift and does not report back to work within two (2) working days, employment shall be deemed terminated.
- c) An employee resigns in writing and does not withdraw such resignation within two (2) working days.
- d) An employee fails to report for work on recall after lay-off, unless for medical reasons or **bereavement** leave.
- e) An employee has been laid off due to lack of work for a period of more than twelve (12) consecutive months.

13.06 **Seniority During War or Call-Up**

Employees who serve in His Majesty's forces during war or call-up after employment by the City shall be considered as having leave of absence and shall retain their rights and will continue to accumulate seniority, provided such seniority rights are asserted within ninety (90) days of honourable discharge.

ARTICLE 14 - LAY-OFF AND RECALL

14.01 **Lay-off Notification**

When reducing staff, seniority shall prevail, and the City shall give notice in the following manner:

- a) Less than one (1) year of continuous employment – one (1) weeks' written notice.
- b) After one (1) year of continuous employment but less than three (3) years – two (2) weeks' written notice.
- c) After three (3) years of continuous employment but less than five (5) years – four (4) weeks' written notice.

- d) After five (5) years of continuous employment but less than ten (10) years – six (6) weeks' written notice.
- e) After ten (10) years of continuous employment – eight (8) weeks' written notice or as provided by *The Saskatchewan Employment Act*.

14.02 Recall

When recalling laid off employees, seniority shall prevail provided the senior employee has the training and ability as determined by the City.

14.03 Recall Notification

14.03.1 When the City recalls an employee who has been laid off, it shall notify such employee by regular mail, telephone call or electronic mail addressed to the employee's last known location or number. The employee concerned must notify the City within fourteen (14) days of the receipt of such letter, phone call or email stating acceptance or refusal of the employment offered. Notifications shall be logged by the hiring officer and copied to the affected employee's personnel file.

14.03.2 It is the sole responsibility of the employee to ensure their preferred contact information is current and up to date with the Employer.

14.04 First Right of Offer

In the event of lay-off, the Employer agrees that it will offer employment to employees affected by lay-off prior to engaging any new employees for work, provided the employee has not been laid off for a continuous period of twelve (12) months.

ARTICLE 15 - VACANCIES, NEW POSITIONS, STAFF CHANGES AND TRIAL PERIOD

15.01 City Will Notify Union

When vacancies occur, lasting longer than six (6) months, or new positions of a permanent nature are created in any department, such vacancies shall be bulletined for at least seven (7) days prior to a confirmed appointment being made thereto. The bulletins shall be posted on the bulletin board in order that all members will know about the position and be able to make a written application. Such notice shall contain the following information: nature of position, required qualifications, skill, knowledge, education and ability, shift and wage or salary range or rate.

15.02 Promotions and Staff Changes

In making staff changes, appointment shall be made to the senior applicant having the required qualifications or ability to attain required qualifications within a reasonable time period, skill, knowledge, education and ability. The successful applicant shall be given a trial period to assess their performance.

15.03 Salary Scale - Promotion or Reclassification

15.03.1 The salary of an employee promoted or reclassified to a higher classification shall be advanced to that step in the scale that is next higher than the current salary, provided that the next step is at least **three and one-half percent (3.5%)** higher.

15.03.2 Where new positions are created or current positions re-classified, the City will advise the Union in advance of the nature of the position and the proposed wage or salary rate. In the event the Union shall disagree with said rate then the same shall be negotiated between the City or its appointees and the Union.

15.04 Trial Period

15.04.1 Trial Period

An employee who is reclassified, transferred, changes positions or is promoted shall be considered on trial in their new position for the first thirteen (13) weeks following the date of employment to their new position. Prior to the end of the trial period, the Employer will do a written evaluation on the employee's performance (copied to the employee) and will discuss this with the employee. During this trial period, the employee may be returned to the former position if not considered capable or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay. By mutual agreement of the parties an extension may be granted. The circumstances warranting the extension, the improvements expected by the City and the duration of the trial period extension must be communicated to the employee.

15.04.2 Trial Period – Out-of-Scope

An employee who is promoted to an out-of-scope position shall be considered on trial in their new position for a period of thirteen (13) weeks. During this trial period, the employee may be returned or may request to be returned to the position formerly held without loss of seniority and at the former rate of pay.

15.05 Disabled Employees Preference

Any employee covered by this Agreement who has given good and faithful service to the City and who through advancing years and temporary disability is unable to perform their regular duties, shall be given the preference of any light work available which they are capable of performing satisfactorily at the salary payable at the time for the position to which they may be assigned.

ARTICLE 16 - HOURS OF WORK

16.01 Regular hours of work for all employees shall not be more than forty (40) hours in any one week and not be more than eight (8) hours in any one (1) day, unless otherwise mutually agreed upon with a **Letter of Understanding between the Union and the Employer**.

16.01.1 Working From Home

Employees may discuss alternative work arrangements with their Director or Manager. Approval of such alternative work arrangements may be made upon consideration of the nature of the employee's work and the Employer's capacity to resource alternative work arrangements.

16.02 All employees shall receive a minimum of eight (8) hours rest period between shifts or regularly scheduled shifts of seven and one-half (7.5) hours or more; except.

16.02.1 An "emergency circumstance" means any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Employer. Should the City not be able to comply with the minimum rest period as set out in Article 16.02 due to an emergency and not be able to accommodate a later shift the next day, the City shall compensate the employee for the deficiency at two times (2x) the regular rate of pay or equivalent amount of time off with pay, at the employee's option.

- 16.02.2 Should the City send an employee home early, **or delay the start time of a regular shift**, in order to comply with the minimum rest period as set out in Article 16.02, the employee shall not lose pay or benefits for the portion of time not worked during their regular hours of work.
- 16.03 An employee shall not lose pay or benefits for the portion of time not worked when the Employer releases them from their duties due to unforeseen circumstances, weather conditions, or emergency situations.
- 16.04 The Employer recognizes that split shifts are disruptive to the employee's personal life and will try to schedule so as to minimize the number of split shifts. The employees recognize that in order for the Employer to manage effectively and minimize costs, some split shifts cannot be avoided.
- 16.05 All employees shall be entitled to two (2) consecutive days of rest whenever possible.
- 16.06 All employees working seven and one-half (7.5) hours or more per day shall be entitled to one (1) hour off for lunch each day unless otherwise mutually agreed and in accordance with *The Saskatchewan Employment Act*.
- 16.07 One fifteen (15) minute rest period will be provided to each employee in each half of a full shift. Rest periods shall be at the job site where possible, or an alternative location determined by the Employer based on normal operational and safety requirements, and site conditions. Rest periods may be staggered at the work site to allow for continued operations and to meet occupational health and safety requirements.

In emergency circumstances, rest periods may be combined within a shift or adjacent to a lunch period.

- 16.08 The Employer shall schedule all part-time, temporary and seasonal work according to employee seniority.

When additional hours are available, they shall:

- a) first be offered to the most senior qualified employee currently scheduled immediately prior to the additional hours
 - b) then be offered to the most senior qualified person who is not scheduled immediately prior to the additional hours
 - c) notwithstanding a) and b), additional hours available for aquatic staff shall be filled on a first come, first served basis using the online scheduling system subject to approval by the Aquatics Manager.
- 16.09 **Weekend Scheduling**
The Employer will try to schedule so as to minimize the number of consecutive weekends a full-time employee will be scheduled to work, subject to Employers' ability to manage effectively, or when an employee requests to work weekends on a regular basis or has scheduling requests that require weekend scheduling.
- 16.10 Scheduled days off shall be posted seven (7) days in advance.
- 16.11 **Minimum Hours of Work**
All employees shall be scheduled for a minimum of three (3) hours of work per shift.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

All time worked at the request of management beyond the scheduled work week or work day as defined in Article 16.01 or on a statutory holiday as set out in Article 18 shall be deemed as overtime.

17.01.1 The threshold for less than full-time employees to be eligible for overtime rates is eight (8) hours per day or forty (40) hours per week.

17.01.2 Whereas the City may permit any employee working in more than one (1) occupational classification to work in excess of eight (8) hours in any day or forty (40) hours in any week without paying the employee overtime wages at the rate established in Article 17.02; but the average number of hours worked by that employee over one (1) pay period [two (2) weeks] must not exceed eighty (80) hours in one (1) pay period [two (2) weeks], unless the employee is paid overtime wages at the rate established in this Collective Agreement.

17.02 Scheduling Overtime

If overtime is required as an extension to the employee's scheduled hours, that employee will be given first opportunity to the overtime. If that employee does not accept the overtime, it shall be offered to qualified and available employees within the work unit in order of seniority. In other instances when overtime work is required, the City agrees to offer the overtime in order of seniority to qualified, available employees who normally perform the available work.

17.03 Overtime Rates

17.03.1 Where conditions necessitate overtime and where work is authorized, such overtime will be paid for the first four (4) hours at the rate of time and one-half (1.5) the normal rate of pay or an equivalent amount of time off with pay at the employee's option. Such time off with pay shall be taken at a time mutually agreed to between the employee and the Employer.

17.03.2 The fifth and subsequent hours of continuous overtime shall be paid at two (2) times the regular rate of pay or equivalent amount of time off with pay at the employee's option.

17.03.3 Such time off with pay shall be taken at a time mutually agreed to between the employee and the Employer. Subject to operational efficiency, permission to take time in lieu shall not be arbitrarily withheld.

17.03.4 Any full-time employee who is scheduled to work on a statutory holiday as defined in Article 18 shall be paid at the rate of two and one-half (2.5) times for every hour worked. This includes their regular daily rate plus the statutory holiday rate of time and one-half (1.5).

17.03.5 Part-time employees who are scheduled to work a statutory holiday in accordance with Article 18 shall be paid at a rate of time and one-half (1.5) for all hours worked in addition to their regular pay, which is calculated at 1/20th of their regular wages in the previous four (4) weeks, in accordance with *The Saskatchewan Employment Act*.

17.04 Call-out

For the purposes of this Article, call-out is defined as an “emergency circumstance” (any sudden occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the Employer and that could jeopardize public safety, property or infrastructure) that requires an employee to be called into work outside scheduled working hours.

Highest seniority shall govern call-out offers, provided the employee is qualified and able to attend to the emergency within a period of thirty (30) minutes from the call. Should the City fail to follow this process, the affected employee shall be paid the equivalent rates of the call-out shift(s).

Regardless of the time spent at the call-out, after addressing the issue and making the site safe under existing weather and infrastructure conditions, the employee may return home.

- a) Any full-time employee who is called out and required to work outside their regular working hours shall be paid at a rate equivalent to two (2) times their regular rate of pay for a minimum of three (3) hours.
- b) Any full-time employee who is called out and required to work on their scheduled days off shall be paid at a rate equivalent to two (2) times their regular rate of pay for a minimum of four (4) hours.
- c) Any full-time employee who is called out and required to work on a statutory holiday shall be paid at a rate equivalent to three (3) times their regular rate of pay (double time plus regular wages) for a minimum of four (4) hours.
- d) **After returning home from the first call-out shift, any full-time employee who is called out and required to work a second or subsequent call-out shift shall be paid the rates in a) b) and c) above for each separate and subsequent call-out shift.**
- e) Notwithstanding a) and b), the following shall apply to Monday through Saturday:
 - i) Any full-time employee called out between the hours of 6:00 a.m. to 10:00 p.m. will be paid out at a rate equivalent to two (2) times their regular rate of pay for a minimum of one (1) hour.
 - ii) Any full-time employee called out between 10:00 p.m. and 6:00 a.m. will be paid out at a rate equivalent to two (2) times their regular rate of pay for a minimum of three (3) hours regardless of the time spent at the call-out after addressing the issue and making the site safe under existing weather and infrastructure conditions.

17.05 Calculation of Hourly Rates

For the purpose of computing the hourly rates for monthly salaried employees, the monthly salary rate shall be divided by 173.3 and 162.5 for employees working on a forty (40) hour week and thirty-seven and one-half (37 1/2) hour week respectively. (This being the average number of hours worked per month). Payment for overtime shall be accompanied by an itemized statement.

17.06 Benefit in Lieu of Overtime

- 17.06.1 All overtime work shall be authorized by the Department Head or their designate where practical; and
- 17.06.2 An employee shall be entitled to accumulate time in lieu to a maximum of fifty (50) hours at any time. Any excess of accrued time in lieu of fifty (50) hours must be paid out. Subject to operational efficiency, permission to take time in lieu shall not be arbitrarily withheld.
- 17.06.3 An employee working overtime in a position with a higher rate of pay can either be paid out at that higher rate of pay or can bank the hours to be taken later at their current rate of pay.

17.07 Earned Day Policy

- 17.07.1 All employees working in the City Hall will earn days off according to the following:
- a) Employees will work on a rotation having every fourth (4th) Friday off, **or another date, subject to scheduling approval.**
 - b) The regular hours of work will be from 8:00 a.m. to 4:30 p.m.
 - c) **Each week**, employees will have four days with one-half (1/2) hour lunch break.
 - d) **One day per week** each employee will have a one-hour (1) hour lunch break.
- 17.07.2 All approved Public Works employees will earn days off according to the following:
- a) Qualified employees will be required to work two (2) hours on Saturdays and Sundays in order to check the Water Treatment Plant and all lift stations.
 - b) The employee shall receive four (4) hours each day for working on weekends. This will accumulate to one (1) Earned Day Off per weekend.
 - c) The Earned Day Off will be used the following Friday or Monday, subject to scheduling approval.
- 17.07.3 All approved Leisure Services employees will earn days off according to the following:
- a) Qualified employees will be required to work two (2) two-hour (2) shifts on Christmas Day, Boxing Day, and New Year's Day in order to do building and plant checks. These shifts shall be at the employee's convenience so long as one (1) shift is during each of the following times:
 - i) 8:00 a.m. – 12:00 p.m.
 - ii) 6:00 p.m. – 11:00 p.m.
 - b) These hours shall be earned at a rate equivalent to two (2) times regular rate of pay and the employee may be paid out or allowed to bank the time.

17.08 Standby Duties for Public Works Employees

- a) An employee who is required to be on standby at times other than their regular shift shall be paid **10 minutes of regular pay for every hour of standby duties** or be able to accrue the equivalent time in lieu; and is irrespective of whether or not the employee is called out. This provision will also apply for employees required to be on standby on their regular days of rest or statutory holidays.
- b) The three (3) hour minimum pay as it applies to that employee shall include all additional call-outs occurring within the two (2) hour commencement of the first call-out.
- c) An employee who is required to be on standby at times other than their regular shift shall have a City vehicle subject to Employee Vehicle Use Policy 1340.

ARTICLE 18 - STATUTORY AND SPECIAL HOLIDAYS

18.01 All employees shall have the following statutory and special holidays off with pay at the regular rate of pay:

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

and any other day proclaimed by the Federal, Provincial or Municipal Government. When a statutory holiday falls on any employee's day or days of rest, the employee shall be granted a day or days off.

When operations require employees to work on statutory holidays as defined above, work shall be offered on an equitable basis to qualified employees within the work unit and paid in accordance with Article 17.

ARTICLE 19 - ANNUAL VACATIONS

19.01 Definition of Vacation Year

The term "vacation year" as used in this Agreement shall mean the twelve (12) month period running from January 1 to December 31.

19.02 New Employees

New permanent, full-time employees shall be credited with pro-rated vacation time for use in that initial calendar year equal to one and one-quarter (1 1/4) days for each complete month of service.

19.03 Anniversary Date

For the purpose of determining the annual vacation entitlement, on December 31 of each year, employees are credited with an anniversary date regardless of when employment commenced in the previous twelve (12) months.

19.04 **Vacation Entitlement**

Vacation entitlement shall be based on a calendar year, in accordance with the following provisions:

- a) All permanent full-time employees shall receive vacation with pay as follows:
 - i) Date of hire to the end of the seventh (7th) year of continuous service – three (3) weeks' vacation.
 - ii) Beginning of the eighth (8th) year to the end of the fourteenth (14th) year of continuous service – four (4) weeks' vacation.
 - iii) Beginning of the fifteenth (15th) year to the end of the twenty-second (22nd) year of continuous service – five (5) weeks' vacation.
 - iv) Beginning of the twenty-third (23rd) year to the end of employment with continuous service – six (6) weeks' vacation.

Permanent full-time employees shall be eligible for their full entitlement commencing January 1 of each calendar year, to be paid at the classified rate for that year.

- b) A non-full-time employee shall be paid for their vacation time on each pay period as follows:
 - i) Date of hire to the end of the seventh (7th) year of continuous service – six percent (6%).
 - ii) Beginning of the eighth (8th) year to the end of the fourteenth (14th) year of continuous service – eight percent (8%).
 - iii) Beginning of the fifteenth (15th) year to the end of the twenty-second (22nd) year of continuous service – ten percent (10%).
 - iv) Beginning of the twenty-third (23rd) year to the end of employment with continuous service – twelve percent (12%).
- c) Vacation allocation will be prorated based on the actual hours worked, with the exception of:
 - i) WCB leaves for the first 12 months;
 - ii) Short-Term Disability leaves; and
 - iii) Protected leaves anticipated to last less than 17 weeks.

All other protected leaves anticipated to last 17 weeks or longer will not be eligible to accrue vacation time.

19.05 **Vacation Carry Over**

- a) Upon written request to the City Manager by December 15 of any year, employees will have the option of carrying over and banking up to five (5) days each year of their annual vacation entitlement.
- b) Vacation entitlement must be taken as time off only. This notwithstanding, when for operational or health reasons, an employee cannot take their vacation in any year, the employee shall be paid out for all such vacation not taken as soon as operationally possible following December 31 of that year, except for vacation carried over as above.

19.06 Scheduling of Vacations

Vacations shall be granted at such time as is mutually agreed upon by the employee and the City, and subject to operational needs. Preference in choice of vacation period shall be accorded the employee with the greatest seniority.

Employees shall submit requests for vacation prior to November 15 of each year for holidays to be used between January 1 and December 31 of the following year. The approved vacation calendar will be circulated by December 1.

Requests submitted after the deadline will be granted on a first come, first served basis.

19.07 Illness during Vacation

If, during a period of annual vacation, an employee becomes sick, the employee shall be entitled to convert annual vacation to sick leave provided that their supervisor is notified when the sickness occurs during their vacation. The City may request presentation of a medical certificate when the employee returns to work.

19.08 Vacation Overpayment

An employee leaving the service who has been granted more vacation leave than is due to them shall have such overpayment deducted from any monies owing them by the City, calculated on the basis of salary in effect at the date of cessation.

ARTICLE 20 - SICK LEAVE AND OTHER LEAVES

20.01 Sick Leave Defined

Sick leave is defined as the period an employee is permitted to be absent from work with full pay by virtue of being sick, ill, disabled, injured or on other approved leave including all preventative health appointments.

20.02 Proof of Illness/Appointment

20.02.1 Every employee claiming sick leave may be required to complete a form stating that they were ill or injured and unable to work. The City may request, and the employee shall also produce, a duly signed medical certificate after absences of three (3) or more consecutive days to the effect that they were unable to perform their duties due to illness or injury.

20.02.2 Where a pattern of absence due to illness exists, or where an absence due to illness is greater than five (5) consecutive work days, the Employer, in consultation with the Union, can have a practitioner or specialist make an examination, the cost of which will be paid by the Employer.

20.02.3 For scheduling purposes, employees shall provide as much notice as possible to the City prior to attending appointments. The City may request receipts for preventative health care appointments attended during working hours.

20.02.4 An employee who becomes incapacitated for work through illness or injury shall promptly notify their immediate supervisor to this effect. The supervisor must also be notified of the intended return as early as possible to permit staffing arrangements.

20.03 Amount of Sick Leave

20.03.1 Sick leave shall be cumulative at the rate of one and one-quarter (1 1/4) working days for each month worked based on 173.3 hours on a forty (40) hour week and 162.5 hours on a thirty-seven and one-half (37 1/2) hour week, commencing on the date of employment to a maximum of two hundred and forty (240) hours.

20.03.2 An employee's sick leave shall accumulate at the rate specified at any time when the total standing to their credit is less than two hundred and forty (240) hours. Sick leave shall be credited and available after one (1) month of employment.

20.03.3 The following leaves will continue to accrue sick time:

- a) WCB leaves for the first 12 months;
- b) Short-Term Disability leaves; and
- c) Protected leaves anticipated to last less than 17 weeks.

All other protected leaves anticipated to last 17 weeks or longer will not be eligible to accrue sick time.

20.04 Notification of Accrued Sick Leave

The Employer shall advise each employee in writing of the amount of sick leave that has been accrued.

20.05 Sick Leave Upon Retirement

That, on retirement and providing the City with associated Municipal Employee Pension Plan verification, the City will pay the equivalent of the accumulated sick days at the employee's rate of pay to a maximum of two hundred and forty (240) hours.

20.06 Maternity, Parental and Adoption Leave

The City agrees that Maternity, Parental and Adoption leaves will be provided in accordance with *The Saskatchewan Employment Act* with no loss of seniority.

20.07 Bereavement Leave

20.07.1 An employee shall be granted regularly scheduled days as requested for **bereavement** leave without loss of salary or wages in the case of the death of a relative.

- a) Up to three (3) days for a spouse or partner, child or step-child, parent or step-parent, grandparent or grandchild, sibling or fiancé, with possible extension for up to an additional two (2) days for a delayed memorial service or for travel over four hundred (400) kilometers or other just cause as determined by the Department Head.
- b) Up to three (3) days for mother or father-in-law, brother or sister-in-law, foster parent, daughter-in-law, son-in-law or a parent's sibling.
- c) Upon request one (1) day leave shall be granted without loss of salary, wages, or benefits to attend the funeral of any other person not included in the above upon approval of the City Manager or designate.

20.08 General Leave

The City shall grant a leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Department Head and/or City Manager.

20.09 Paid Jury or Court Witness Duty Leave.

The Employer shall grant leave of absence without loss of seniority benefits to any employee who serves as a juror or subpoenaed 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, excluding payment for traveling, meals or other expense. 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.

20.10 Personal Days

Employees shall be allowed seven (7) unpaid, non-consecutive personal days per year, on approval of Department Head and/or City Manager.

20.11 Family Sick Leave

Employees shall be able to use a maximum of **seven (7)** days each year from their accrued sick leave to attend to the illness or medical needs of a spouse, dependent child, dependent family member or parent.

20.12 Leave for Union Officers

Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or who is elected to public office shall be granted a leave of absence without pay, but with no loss of seniority for a period of twelve (12) calendar months. This period may be extended by the City at the end of the twelve (12) month period.

20.13 Community Involvement Leave

20.13.1 An employee upon two weeks' notice may apply to their Supervisor for up to two days leave with pay per year to assist a recognized Humboldt cultural, educational, social, recreational or other not-for-profit group. Documentation from the volunteer group will be required.

20.13.2 The number of Community Involvement Leave hours for part-time employees will be prorated based on 1/20th of their regular wages in the previous four (4) weeks.

20.14 Intimate Partner Violence

20.14.1 The Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with domestic violence or abuse in their personal life is entitled to a leave as per Section 2-56.1 "Interpersonal and Sexual Violence Leave" in *The Saskatchewan Employment Act*:

- i) An employee is entitled to a leave of up to ten (10) days in a period of fifty-two (52) weeks, which the employee may choose to take intermittently or in one continuous period;
- ii) An employee is entitled to a paid leave for a maximum of five (5) days in each period of fifty-two (52) weeks.

20.14.2 In addition to the provisions outlined in the act:

- i) The Employer agrees that an employee is also entitled to take up to seventeen (17) weeks of unpaid leave in a fifty-two (52) week period in one continuous period.
- ii) The parties understand that domestic violence can affect all workers and will work together to ensure all workers' safety should a disclosure occur.
- iii) The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole.
- iv) The parties agree that a support or resource person may be present at such meetings.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

Pay shall be issued no later than 12:00 a.m., every second Friday. Pay sheets shall be submitted **by 3:00 p.m.** on the Monday prior to a Friday on which pay is issued.

21.02 Pay During Temporary Transfers

Any employee who is required to temporarily accept the responsibilities of a higher classification to that which they normally hold, shall be paid the minimum rate in the scale for such senior position, except where the wage rate received in their own position exceeds the minimum for the position in which is being substituted; in this case they will receive the next highest rate that is a minimum of 3.5% higher. If any employee is required to substitute for an employee who is receiving a lower rate of pay than the substitute employee, then the pay rate for the substitute employee shall not be changed. To be entitled to the higher rate on any given day, the employee would have to perform the primary responsibility of the higher paid position and not just a portion or incidental duties of the higher paid position.

21.03 Shift Differential

21.03.1 In recognition of the undesirable features of shift work, shift premiums of **\$1.50/hour shall apply from 8:00 p.m. to 6:00 a.m. every day of the week. Shift differential will not apply to Concession Workers, General Workers or Lifeguards.**

21.03.2 The shift differential shall not apply when an employee is working overtime hours and shall not form part of the basic wage and salary rates and shall not be subject to overtime rates.

21.03.3 The shift differential shall not apply when employees **request a flexible work arrangement.**

21.03.4 Weekend Premium

One dollar **and fifty cents** (\$1.50) per hour for all hours worked on Sunday between **6:00 a.m.** and 8:00 p.m.

21.04 Travel and Meal Allowance

- 21.04.1 Mileage allowance shall be paid to an employee consenting to use **their** own vehicle for the City's business. A minimum of seven dollars and fifty cents (\$7.50) per round trip shall be paid within the City of Humboldt limits and shall be paid at the rate as set by City Policy 1350 (2) and (3) for travel outside of the City.
- 21.04.2 Accommodation expenses will be reimbursed at the rate as set by City Policy 1350 (1).
- 21.04.3 Meal expenses will be reimbursed at the rate as set by City Policy 1350 (1).

21.05 Clothing Allowance

- 21.05.1 Full-time employees who are required to wear safety boots or safety glasses in the performance of their duties shall be reimbursed up to two hundred and fifty dollars (\$250.00) per calendar year (January 1 to December 31) for safety boots or prescription safety glasses.
- 21.05.2 The City shall supply special clothing as required by the Employer to all employees that are required to wear same.

ARTICLE 22 - BENEFITS

22.01 Group Insurance

- 22.01.1 The City shall maintain a Group Insurance Policy for the benefit of the Union employees covering Life Insurance, Health, Dental, Employee Assistance Program, Accidental Death and Dismemberment, Short-Term Salary Continuance and Long-Term Disability.
- 22.01.2 The employee shall pay 100% of the Short-Term Salary Continuance premiums and Long-Term Disability premiums. The Employer agrees that it shall pay so much of the Life Insurance, Health, Dental, Employee Assistance Program, Accidental Death and Dismemberment premiums as is required to ensure that the total amount of all group insurance premiums paid by the City for each employee is equal to the total amount of all group insurance premiums paid by each employee.
- 22.01.3 The employee's share of the premiums shall be deducted from their earned wages/salary.
- 22.01.4 Leaves including short-term disability, protected leaves under 17 weeks, and WCB leaves under 12 months will continue to be eligible for group insurance with shared costs between the employee and Employer.

Once the maximum time frames have been reached, the employee will be responsible for 100% of the short-term salary continuance premiums and long-term disability premiums as well as 100% of the life insurance, health, dental, employee assistance program, accidental death and dismemberment premiums.

22.01.5 Group Insurance premium costs that are normally shared between the employee and Employer will continue to be shared for:

- i) WCB leaves for the first 12 months;
- ii) Short-term disability leaves; and
- iii) Protected leaves anticipated to last less than 17 weeks.

All other protected leaves anticipated to last 17 weeks or longer, the employee can choose to remain on the group benefits plan and will be responsible for 100% of the premium costs from the date that the leave begins.

22.02 **Medical Coverage**

The City agrees to provide medical coverage for its employees and family equal to or better than provided by the current Chamber of Commerce Group Insurance Plan.

22.03 **Pension Plan**

22.03.1 Participation in the Municipal Employee Pension Plan (MEPP) is mandatory for employees designated as permanent and are employed on an ongoing basis.

22.03.2 If an employee has already been contributing to MEPP from a previous employer, the employee must begin contributing to MEPP immediately with the second employer, regardless of whether the employee is in a permanent or non-permanent position.

22.03.3 Notwithstanding Article 22.03.2, probationary members who have existing MEPP plans, and do not advise the City that contributions need to be started immediately, are responsible for both the Employer and employee contributions that result.

22.03.4 The Employer has the right to designate an employee as non-permanent until the end of the probation period.

22.03.5 Non-permanent employees who are employed on a term or temporary basis with a definite end date may, at their choosing, enroll in the MEPP.

22.03.6 The permanent part-time employee, who has worked at least seven-hundred (700) hours in each of two consecutive years from employment date, must enroll in the MEPP.

ARTICLE 23 – DRIVER'S LICENSE SUSPENSION

23.01 If an employee of the City of Humboldt has their driver's license suspended, and if the said employee requires a driver's license to perform **their** respective duties, the following options will be available:

23.01.1 The employee will, during the suspension period, be transferred into another position that does not require a valid driver's license if a position for which they are qualified is available. The wage rate applicable to the position the said employee is transferred into shall apply despite Article 21.02 of this Agreement.

23.01.2 During the suspension period, if the position the said employee is transferred into is no longer required, the employee shall be laid off until another position becomes available or until driving privileges are reinstated. During the lay-off period, the said employee's seniority time shall be frozen, and no time accumulated until the employee is actively reinstated on the payroll.

- 23.01.3 Employees will be charged back the Driver Surcharge imposed by the City Insurance from employees' individual driving records.
- 23.02 In the event that an employee is eligible to apply for a restricted driver's license, the City shall, when responsible to do so, support an employee's application for such a license.

ARTICLE 24 - DISCHARGE, SUSPENSION AND DISCIPLINE

24.01 Burden of Proof

Employees shall not be disciplined, suspended or dismissed without just cause. In cases of discipline, suspension and/or discharge, the burden of proof of just cause shall rest with the City. The Employer retains the right to terminate a probationary employee for unsuitability.

24.02 Disciplinary Procedures

24.02.1 Whenever the conduct or the work standard of an employee is of such cause to warrant disciplinary action including warning, suspension or discharge, the employee and the Union shall be notified by the City by regular mail, telephone call or electronic mail addressed to the employee's last known location, number or email address within three (3) working days of the manager/supervisor having knowledge of the incident. Notifications shall be logged and copied to the affected employee's personnel file.

24.02.2 The notification will provide full disclosure of the reasons, grounds for the action, and/or penalty if applicable, with a copy to the Union.

24.02.3 An employee shall have the right to have their Steward or Union representative present for any meeting or discussion, or reprimand, either verbal or written, which may result in discipline, suspension or discharge. With the exception of immediate, on-site direction, the Employer shall notify a Union representative at least one (1) full working day in advance of the purpose of any meeting or discussion which may result in discipline, suspension or discharge of an employee. **The Union shall be responsible for maintaining and posting a current list of all employee Stewards and Union representatives within each workplace.**

24.03 Employee Record

Except for gross misconduct and offenses of a serious nature (such as harassment, or theft), documentation of disciplinary action will be removed from the employee's personnel file after a period of two (2) years in which no further related discipline has been imposed.

24.04 Wrongful Discharge or Suspension

24.04.1 An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under Article 25 – Grievance Procedures. Steps 1 and 2 of the Grievance Procedures shall be omitted in such cases.

24.04.2 Should it be found upon investigation as hereinbefore stated, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority rating, and shall be compensated for all regular work time lost at their regular rate of pay.

ARTICLE 25 - GRIEVANCE PROCEDURES

25.01 Grievance Committee

The City acknowledges the right of the Union to appoint or otherwise select a grievance committee of three (3) members who shall be employees for the City. The personnel of such committee shall be communicated to the City.

25.02 Grievance Time Limit

No grievance shall be considered which is not presented within ten (10) working days after the event or circumstance giving rise to the complaint came to the attention of, or should have come to the attention of the employee or employees concerned.

25.03 Grievance Procedures

Should a dispute arise between the City 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, an earnest effort shall be made to settle the dispute in the following manner:

Step 1: Informal Resolution

If the Grievance Committee of the Union considers the grievance to be justified, the employee(s) concerned, together with their steward or member of the Grievance Committee, shall first seek to settle the dispute with the employee's supervisor, foreman or Department Head within five (5) working days from notification under Article 24.02.1.

Step 2: Written Grievance

Failing satisfactory settlement after the grievance was discussed under Step 1, the Chairman of the Union Grievance Committee will submit to the City Manager a written statement of the particulars of the grievance and the redress sought no later than five (5) working days after Step 1 has been abandoned. The City or its appointees shall declare its position and render its decision within seven (7) working days after the receipt of such notice.

Step 3: Grievance Hearing

Failing agreement being reached in any of the preceding steps, application shall be made to the City Council stating the grievance concerned and a hearing by two (2) City Councillors and the City Manager shall be granted within fourteen (14) working days following the application. The City Council or its appointees shall declare its position within seven (7) working days of the hearing.

Step 4: Arbitration

Failing a satisfactory settlement being reached in Step 3 within thirty (30) working days, the Union shall have the right to proceed to arbitration as provided for in *The Saskatchewan Employment Act*.

25.04 General Terms of Understanding (Grievance)

- a) The City shall have equal rights to grievance procedures with the Union or its members as outlined above.
- b) Where a dispute involving a question of general application or interpretation occurs, the City and the Union may agree to bypass any of the preceding steps of this Article.
- c) Replies to grievances shall be in writing at all stages.
- d) Grievances settled satisfactorily within the time allowed shall date from the time that the grievances were filed.

- e) The City will supply the necessary facilities for grievance meetings.
- f) Time limits fixed in the grievance procedure may be extended by mutual written consent of the parties of this Agreement.
- g) At any stage of the grievance procedure, the parties shall have, if required, the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to any part of the City's premises to review any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 26 - GENERAL CONDITIONS

26.01 Bulletin Boards

The City will provide a bulletin board in designated work areas so that all employees will have access to it, and upon which the Union and the City shall have the right to post Notices of Meetings and such other notices as may be of mutual concern and interest to the employees and the City.

26.02 Occupational Health & Safety Committee

An advisory committee with equal representation by the City and by the Union shall be established. It shall be composed of a minimum of three (3) representatives appointed by the City and three (3) representatives of the Union. The Committee shall not deal with matters which may become a subject for negotiations between the City and the Union. The Committee shall deal with all matters as specified by *The Occupational Health and Safety Act*. Minutes of all Committee meetings shall be sent to the City and the Union.

26.03 Harassment

Harassment between Employer/employee and/or employee/employee will not be tolerated by the Parties of this Agreement. The City has a policy defining harassment in the workplace and any incident of workplace harassment shall be reported according to Workplace Harassment Policy 1357 and in accordance with the Occupational Health and Safety policy.

26.04 Certifications

26.04.1 There will be no charge for in-house re-certifications.

26.04.2 The City of Humboldt shall develop, implement and maintain a comprehensive program of education and training reimbursement which will be administered in a consistent and equitable manner through Employee Training and Development Policy 1250 at the execution date of this Agreement. Where employees are requested or required to undertake training, the program costs will be fully paid by the City. No employee will lose regular scheduled hours of pay to attend a course.

26.04.3 Lifeguards shall receive reimbursement for the receipted cost of certification completed as follows:

- a) after two-hundred and fifty (250) worked hours – one-third (1/3) of the cost of certification.
- b) after five-hundred (500) worked hours – an additional one-third (1/3) of the cost of certification.
- c) after seven-hundred and fifty (750) worked hours – an additional one-third (1/3) of the cost of certification.

SIGNING PAGE

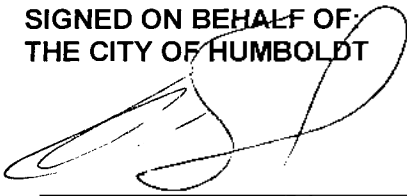
SIGNED THIS 31st DAY OF May, 2023.


IN THE CITY OF HUMBOLDT, SASKATCHEWAN

IN WITNESS WHEREOF:


The Council has caused these presents to be sealed with the Seal of the City of Humboldt and signed by the Mayor and City **Manager** of the City and the Union has caused these presents to be executed in its behalf by the President and Secretary of the Canadian Union of Public Employees, Local Union 2359.


SIGNED ON BEHALF OF:
THE CITY OF HUMBOLDT





SIGNED ON BEHALF OF:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2359







SCHEDULE OF WAGES

JOB TITLE	2023			2024			2025		
	Start	After 2080 Hours	After 4160 Hours	Start	After 2080 Hours	After 4160 Hours	Start	After 2080 Hours	After 4160 Hours
Concession Worker	17.37	17.94	18.54	18.27	18.84	19.44	19.07	19.64	20.24
General Worker									
Arena Attendant									
Lifeguard*									
Custodian	19.94	20.61	21.29	20.84	21.51	22.19	21.64	22.31	22.99
Customer Service Representative									
Senior Food Services Clerk									
Administrative Receptionist	22.01	22.74	23.50	22.91	23.64	24.40	23.71	24.44	25.20
Administrative Clerk									
Clerk Steno									
Museums Collection and Administration Clerk									
Museum Program Coordinator									
Senior Lifeguard*									
Facility Maintenance Worker	24.95	25.79	26.65	25.85	26.69	27.55	26.65	27.49	28.35
Museum Supervisor									
Utility Operator in Training									
Utilities Clerk									
RCMP Secretary									
Skilled Labourer									
Building Maintenance	26.65	27.55	28.48	27.55	28.45	29.38	28.35	29.25	30.18
Equipment Operator Class 1									
Utility Maintenance Worker									
Utility Operator, Class 1									
Pipe Layer									
Pool Technician									
Accounts Supervisor	28.48	29.44	30.44	29.38	30.34	31.34	30.18	31.14	32.14
Communications Coordinator									
Bylaw Officer									
Equipment Operator Class 2**									
Mechanic	30.44	31.47	33.13	31.34	32.37	34.03	32.14	33.17	34.83
Parks Supervisor									
Utility Operator Class 2									
Transportation Supervisor	33.13	33.64	34.78	34.03	34.54	35.68	34.83	35.34	36.48
Water/Wastewater Supervisor									
Journeyman Mechanic									

* Lifeguard qualification increase: Lifesaving Society Swim for Life Instructor – \$1.00 per hour
 Life Saving Instructor – \$0.50 per hour
 Pool Operator Certificate – \$0.50 per hour

** Equipment Operator qualification increase: Grader – \$0.50 per hour

LETTER OF UNDERSTANDING

BETWEEN: Canadian Union of Public Employees, Local 2359 (“the Union”)

AND: City of Humboldt (“the Employer”)

RE: Provisional Scope of Community Safety Officer Classification

Whereas the Employer has created a new Community Safety Officer (“CSO”) classification and is in the process of determining the scope of duties and responsibilities; and

Whereas the CSO duties and responsibilities may evolve and time is required to assess the full scope of duties and responsibilities; and

Whereas the Parties are currently in negotiations for an amended Collective Agreement and recognize that bargaining impasse is prohibited on the issue of scope.

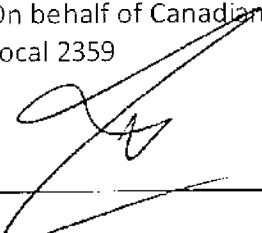
Therefore, the Parties agree to the following:

1. The Community Safety Officer classification will be excluded from the CUPE Local 2359 bargaining unit on a provisional basis until the expiry of the current Collective Agreement on December 31, 2025.
2. The Employer and Union will review and assess the duties of the CSO position prior to December 31, 2024 to determine if this classification shall remain out of scope of the Union.
3. This Letter of Understanding shall not limit the Union’s right to challenge the scope of this classification and/or the amendment of Article 3 of the current Collective Agreement by way of the Saskatchewan Labour Relations Board.


This Letter of Understanding is without prejudice and shall become effective from date of signing until December 31, 2025 or an order of the Saskatchewan Labour Relations Board, whichever is the sooner.

Signed this 24 day of March, 2023 at Humboldt, Saskatchewan.

On behalf of Canadian Union of Public Employees,
Local 2359



On behalf of City of Humboldt



MEMORANDUM OF AGREEMENT

**BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2359
AND
THE CITY OF HUMBOLDT**

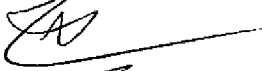
The parties agree to the terms of this Memorandum of Agreement as constituting full settlement of all outstanding matters in dispute.

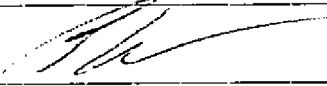
Both parties agree to recommend ratification of this Memorandum of Agreement to their respective principles.

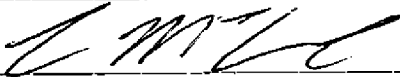
With respect to the wage grid, the effective date will be retroactive to January 1st, 2023. All other items become effective upon the date of signing the Collective Agreement.

Signed this 24 day of March, 2023

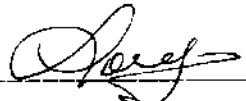
On behalf of Canadian Union of Public
Employees, Local 2359









On behalf of the City of Humboldt







RH:hld/kp/cope491