

COLLECTIVE AGREEMENT



and

**Canadian Union of Public Employees,
Local 342**

CUPE / *Canadian Union
of Public Employees*

JANUARY 1, 2025 to DECEMBER 31, 2027

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THIS AGREEMENT MADE IN TRIPLICATE

BETWEEN

THE CITY OF YORKTON A Municipal Corporation,

hereinafter referred to as the “**employer**”

- and -

THE YORKTON CIVIC EMPLOYEES UNION NO. 342,
chartered by THE CANADIAN UNION OF PUBLIC EMPLOYEES, affiliated with THE
CANADIAN LABOUR CONGRESS,

hereinafter referred to as the “**union**”

ARTICLE 1 – PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- a) **To maintain and improve the 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 all matters pertaining to **wages**, working conditions, hours of work, **employment, services, etc.**;**
- c) **To encourage efficiency in operation;**
- d) **To promote the morale, well-being, and security of all the employees in the bargaining unit of the union;**
- e) **Both parties agree to act in a fair and reasonable manner.**

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2 – DEFINITIONS

2.01 Definitions

- a) **“Employer”** means the Corporation of the City of Yorkton.

- b) “Union” means the **Canadian Union of Public Employees (CUPE)**, Local 342.
- c) “Employee” means any person who is employed by the **employer** within the scope of this Agreement.
- d) “Council” means the Council of the City of Yorkton.
- e) “Department Head” means the official in charge of a division as appointed by the City Manager.
- f) “Probationary Employee” means a newly hired employee **who has not yet successfully completed the probationary period.**
- g) “Full-Time Employee” means an employee who **is employed in** a position which works the full weekly hours of work on a regular and recurring basis and who has successfully completed the probationary period.
- h) “Part-Time Employee” means an employee who **is employed in a position which** works less than the full weekly hours of work on a regular and recurring basis and who has successfully completed the probationary period.
- i) “Temporary Employee” means any employee who is employed in a position which has a fixed term and is temporary in nature.
- j) “Seasonal Employee” means an employee who is **employed** in a position which is seasonal in nature and is subject to layoff and recall.
- k) “Casual Employee” means an **employee** who is employed in a position which is casual in nature to augment the regular workforce and who does not work a regular and recurring schedule.
- l) “Student Employee” means an employee who is **employed in a position** to augment the regular workforce and who has indicated that they plan on returning to school on a full-time basis or those who are attending on a part-time basis.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Scope of the Bargaining Unit

- a) The employer recognizes the **Canadian Union of Public Employees (CUPE)** and its Local 342 as the sole and exclusive bargaining agent for all employees employed by the City of Yorkton in Saskatchewan, except:
 - **Legislation and Procedures Department staff;**

- **Human Resources Department staff;**
- **Finance Department staff;**
- **Engineering and Asset Management Department managers, supervisors, coordinators, technologists, analysts, custodians, and administrative assistants;**
- **Planning, Building and Development Department staff;**
- **Public Works Department managers, supervisors, coordinators, and administrative assistants;**
- **Environmental Services Department managers, supervisors, coordinators, and administrative assistants;**
- **Recreation and Community Services Department managers, supervisors, coordinators, and administrative assistants;**
- Gallagher Centre Water Park staff;
- Gloria Hayden staff;
- Fire Hall staff;
- RCMP staff.

b) The parties agree to make a joint application to the Saskatchewan Labour Relations Board for a certification order that reflects the foregoing agreement on scope.

- 3.02** Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available, provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.
- 3.03** This clause shall not limit the employer's right to tender projects that have customarily to date been performed by contractors.
- 3.04** When contracting out does occur, the employer shall ensure that no members of CUPE Local 342 are laid off or have their hours of work reduced.
- 3.05** When the employer is considering contracting out work customarily performed by contractors and/or the employer's staff, the employer shall consult the union about the work it proposes to contract out and provide a rationale. The grievance and arbitration procedure will not apply to any final decision to contract out.
- 3.06** When emergency or unforeseen circumstances, such as an act of nature arise, the employer may hire contractors to supplement the regular workforce without consulting the union in advance. In these circumstances, provided there are qualified staff and appropriate equipment available, contractors shall be relieved of duty before the regular workforce.

3.07 It is further agreed that the **employer** and its entities shall continue to use volunteers as it has customarily done with the understanding that the use of volunteers will not reduce the normal hours of work for its employees.

3.08 Representation

- a) **No individual employee or group of employees will undertake to represent the union at meetings with the employer without proper written authorization from the union. The union will supply the employer with the names of its representatives.**
- b) **The employer will make readily accessible a list of its supervisory personnel organizational chart.**

3.09 No Other Agreements

No employee will be required or permitted to make any written or verbal agreement with the employer or their representatives which may conflict with the terms of this Agreement.

3.10 Correspondence

All correspondence between the parties arising out of this Agreement shall pass to and from the Director of Human Resources or designate and the Union President or designate. A copy of any correspondence between the employer or their designate and any employee in the bargaining unit pertaining to the interpretation, administration, or application of any part of this Agreement will be forwarded to the Union President or designate.

3.11 Right of Fair Representation

The union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representatives will have the right to attend any meetings between the employer and the union or its members and will have access to the employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.12 Employee Contact Information

The employer will provide the union a list of all the employees in the bargaining unit and all employees who have left the bargaining unit.

The list will include the following:

- **Each employee's name;**
- **Home mailing address;**

- Home and/or mobile telephone number;
- Work email (if applicable), and personal email.

The employee contact list will be provided in an electronic spreadsheet to the union contact designated by the executive on a semi-annual basis or as requested by the union.

3.13 Union Orientation for New Employees

As part of the new employee orientation process, the employer shall schedule time for a new employee to meet with their union representative. New employees shall have one-half (1/2) hour orientation into their union from a union representative, with no loss of pay.

3.14 Bulletin Boards

The employer will provide a union bulletin board in each work facility. These boards will be located in areas that are highly visible to employees

3.15 Copies of the Agreement

The employer agrees to make the Collective Agreement readily accessible to employees.

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 There shall be no discrimination by either the employer or the union by reasons as set out in *The Saskatchewan Human Rights Code*, as may be amended from time to time. The employer agrees to post a copy of the relevant sections of *The Saskatchewan Human Rights Code* in all City of Yorkton workplaces.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Management Rights

The union acknowledges that it is the right of the employer to manage all the affairs of all operations of the municipality, and all management rights are the sole right and function of the employer, including, but not limited to, the following:

- a) i) to manage and provide direction to the employees, including the right to plan, direct, and control operations; to maintain the discipline and efficiency of the employees and to require employees to observe all rules and regulations of the employer;

- ii) to hire, lay off, or relieve employees from duty, suspend, demote, transfer, promote, discipline, and discharge employees for cause;
 - iii) to permit persons whose jobs are not in the bargaining unit to perform work in cases of emergencies or when a qualified employee is not available to do the work on a temporary basis, providing the performance of this work does not reduce the regular hours of work, or pay, of any employee;
 - iv) to amend policies not expressly provided for in this Agreement;
- b) The enumeration of management rights, as set out above, shall not exclude other management functions, and all matters concerning the operation of the employer not specifically dealt with herein shall be reserved to the management and be its exclusive responsibility.

ARTICLE 6 - UNION SECURITY

6.01 Union Security

Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment. Every new employee shall, within thirty (30) days after the commencement of the employee's employment, apply for and maintain membership in the union as a condition of their employment. Any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.

6.02 Union Dues Deduction and Remittance

a) Union Dues Deduction and Remittance

The employer will deduct dues, initiation fees, and assessments as set by the union from each pay of all employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the twenty-fifth (25th) day of the month following the one in which they were deducted.

b) Dues Supporting Documentation

Along with the deductions, the employer will provide:

- A completed union dues remittance form supplied by the union; and

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

The employer will also send a copy of the union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

ARTICLE 7 – LABOUR MANAGEMENT RELATIONS

7.01 Labour Management Committee

A Labour Management Committee will be established consisting of representatives of the union and representatives of the employer. The committee shall meet at least quarterly at a mutually agreed time and place to discuss questions affecting work, safety, or general efficiency.

Such committee will not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The committee shall have the power to make recommendations to the union and the employer with respect to its discussions and conclusions. All time spent attending meetings of the Labour Management Committee shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee will be established by each party, with the union committee having one (1) representative from each department. The parties will notify each other of their respective committee members. All time spent attending meetings of the Bargaining Committees, up to and including conciliation (or interest arbitration as the case may be), shall be considered as time worked.

Time off with pay shall be granted to the representatives of the union Bargaining Committee upon application to the employer for preparation meetings for collective bargaining. The union will reimburse the employer for receipt of such pay.

ARTICLE 8 - HOURS OF WORK

8.01 Eight (8) hours shall constitute an ordinary day's work, and forty (40) hours a week prevails. Normal hours shall be 7:00 a.m. – 4:00 p.m., Monday through Friday, inclusive, except where an averaging of hours is agreed between the employer and the union.

8.02 Hours for Environmental Services

- a) Notwithstanding **Article 8.01**, the hours of work for those employees employed at the **Environmental Services Department** shall be one hundred sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime.
- b) A thirty (30) calendar day work schedule shall be posted in a place accessible to all employees no less than fourteen (14) days in advance. Employees shall have the option of trading shifts, providing another employee is willing to trade and provided the **Immediate Out-of-Scope Supervisor** is given two (2) days written notice and approval is received.

8.03 Hours for Gallagher Centre

- a) Notwithstanding **Article 8.01**, the hours of work for the **Gallagher Centre Building Technicians and Facility Attendants** shall be one hundred sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime.
- b) A fourteen (14) calendar day work schedule shall be posted in a place accessible to all employees no less than fourteen (14) days in advance. Employees shall have the option of trading shifts, providing another equally qualified employee is willing to trade. The **Immediate Out-of-Scope Supervisor** shall be given two (2) days written notice of the change, and approval may be given taking into consideration the wishes of the employees and the efficient operation of the **Gallagher Centre**.
- c) The fourteen (14) day work schedule as outlined in **b)** may be amended by reason of necessity as determined by the **Gallagher Centre General Manager** due to cancellations, additional event bookings, or extensions or reductions to existing bookings.

8.04 Hours for Public Works

Notwithstanding **Article 8.01**, **Public Works** employees required to work irregular shifts by reason of necessity for the efficient operation of the **employer** or the convenience of the public may be scheduled in a manner which results in an average of eighty (80) hours over a period of two (2) consecutive weeks without receiving overtime.

8.05 Hours for Recreation and Community Services (RCS)

- a) Notwithstanding **Article 8.01**, **RCS** employees designated to work at the **Parks Division** required to work irregular shifts by reason of necessity for the efficient operation of the **employer** or the convenience of the public may be scheduled in a manner which results in an average of eighty (80) hours over a period of two (2) consecutive weeks without receiving overtime.

- b) Notwithstanding **Article 8.01**, **RCS** employees designated to work at the Kinsmen Arena during its operating season shall be scheduled one hundred sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime. During the months in which the Kinsmen Arena is not in operation, the hours of work shall be as **Article 8.05 a)**.
- c) A voluntary call-in system for coverage at the Kinsmen Arena shall be implemented as follows:
 - The full-time employee on days off who is regularly scheduled at the Kinsmen Arena if available.
 - On a rotational basis, the full-time employees within the Parks Technician classifications not regularly scheduled at the Kinsmen Arena in order of seniority if available.
- d) In order to maintain efficient grass cutting services, it is mutually agreed and understood that if the weather is inclement and prohibits grass cutting operations from continuing, the employer shall have the right to reduce the hours of work without pay for seasonal and student employees until such time as grass cutting operations can resume.

8.06 Meal and Rest Periods

- a) **One (1) unpaid meal period of thirty (30) minutes will be scheduled at or as close to the middle of the shift as possible for each employee working a shift of five (5) hours or more. Employees unable to take their meal period at the time scheduled will be provided time later in the shift for the meal break.**
 - i) **Employees in the Recreation and Community Services Department working at the Gallagher Centre and Arenas Division will be provided a meal period of sixty (60) minutes.**
- b) **Two (2) paid rest periods of fifteen (15) minutes each will be allowed to each employee during the working shift, with one (1) rest period to be scheduled during each half of the shift. Employees must remain at the worksite unless permission is obtained by the Immediate **Out-of-Scope** Supervisor or the Charge Hand to have a scheduled rest period at a designated site.**

ARTICLE 9 – OVERTIME

9.01 Overtime Pay

Overtime opportunities will be offered equally among employees on a rotational basis among the employees who are willing and qualified to perform the work that is available. All employees required to work in excess of an ordinary day's work

(minimum of eight (8) hours) will be paid at the rate of time and one-half ($1\frac{1}{2}x$) for the first one (1) hour overtime and at double time ($2x$) for all hours worked in excess of one (1) hour to the nearest half ($\frac{1}{2}$) hour.

9.02 Call-Back Pay

Call-back opportunities will be offered equally among employees on a rotational basis among the employees who are willing and qualified to perform the work that is available. Should the employee be required to come back to work and having departed from work in excess of an ordinary day's work (minimum of eight (8) hours), **they will be paid a minimum two (2) hour payment at the rate of time and one-half ($1\frac{1}{2}x$) for those two (2) hours of overtime and at double time ($2x$) for all hours worked in excess of two (2) hours to the nearest half ($\frac{1}{2}$) hour.**

9.03 Call-In Pay

Call-in opportunities will be offered equally among employees on a rotational basis among the employees who are qualified to perform the work that is available. Should the employee be required to come in on regularly scheduled days off, **they will be paid a minimum two (2) hour payment at the rate of time and one-half ($1\frac{1}{2}x$) for the first nine (9) hours of overtime and at double time ($2x$) for all hours worked in excess of nine (9) hours to the nearest half ($\frac{1}{2}$) hour.**

9.04 Facility Checks

Facility check opportunities will be offered equally among employees on a rotational basis among the employees who are willing and qualified to perform the work that is available. Should the employee be required to perform facility checks, **they will be paid a minimum two (2) hour payment at the rate of time and one-half ($1\frac{1}{2}x$) for those two (2) hours of overtime and at double time ($2x$) for all hours worked in excess of two (2) hours to the nearest half ($\frac{1}{2}$) hour.**

Where an employee assigned to perform facility checks is required to perform duties other than the monitoring of equipment, they shall be paid at double time ($2x$) for all hours worked performing such duties, to the nearest half ($\frac{1}{2}$) hour.

9.05 Standby Pay

- a) Standby opportunities will be offered equally among employees on a rotational basis among the employees who are qualified to perform the work that is available.**

Where the employer requires an employee to be available on standby during off-duty hours, the employee will be entitled to three (3) hours pay at straight time for each twenty-four (24) hour period that they are designated as standby outside of regular work hours for carrying the standby phone.

- b) **If the employee on standby is called in or called back to work**, compensation will be pursuant to Article **9.01, 9.02, 9.03, 9.04**, whichever applies.
- c) Should an employee be called out and fail to report or to return the call within a half hour, then Article **9.01, 9.02, 9.03, 9.04, 9.05 a)** shall not be payable.
- d) It shall be the sole and exclusive right of the **employer** to determine, from time to time, the number of employees, if any, that are designated as **standby**.
- e) **Exchange of Standby Shifts**
 - i) Subject to the **Immediate Out-of-Scope Supervisor's** approval, employees on **standby** will have the right to trade or relinquish on **standby** shifts on a rotational departmental policy basis.
 - ii) An individual who trades their **standby** status to another employee will forgo the **standby** pay status, and it will be transferred to the employee assuming the **standby** duties.

9.06 Time off in Lieu of Overtime

- a) An employee working in excess of the respective average shall have the choice of time off in lieu, calculated at the appropriate overtime rate, or payment as per the overtime rates identified in this Article.
- b) Employees requesting use of lieu time shall be required to provide their **Immediate Out-of-Scope Supervisor** with written notice and will be granted time off at the **Immediate Out-of-Scope Supervisor's** discretion, subject to the effective and efficient operations of the **employer**. Lieu time is to be taken in blocks of one (1) hour to a maximum block of five (5) days and may be taken in conjunction with annual holiday leave.
- c) Employees shall be entitled to accumulate up to a maximum of **forty (40) hours of** lieu time. As of December 31 of each year, unused lieu time shall be paid out to employees calculated at the applicable rates of pay.

9.07 Nothing contained in this Article shall be construed as a guarantee of hours of work per day or per week.

9.08 There shall be no duplication of daily, weekly, bi-weekly, or monthly overtime, nor pyramiding of overtime on overtime.

ARTICLE 10 – PAID HOLIDAYS

10.01 The following statutory holidays shall be observed and paid for in accordance with *The Saskatchewan Employment Act* and Orders thereunder:

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

on the condition that if the **employer** passes a **Boxing Day Bylaw** there will be no duplication of the holiday, and any day proclaimed a holiday by the Mayor of the City of Yorkton in accordance with *The Cities Act*.

10.02 Payment for Holidays

When an employee is required to work on a holiday as listed in **Article 10.01** above, they shall be paid, in addition to **their** regular rate of wages, wages at the rate of time and one-half (1 ½ x) **their** regular pay for every hour or part of any hour worked on such holiday and increasing to double time (2x) after nine (9) hours.

10.03 When any of the above holidays fall on a Saturday or Sunday, the following Monday shall be considered a holiday, and if the Monday is a holiday, then the Tuesday shall be considered a holiday.

- a) **Building Technician** employee(s) at the Gallagher Centre may be provided with seven (7) days' notice that the statutory holiday will be recognized on any day of the week prior to or immediately following the statutory holiday when it is determined to be necessary by **management** for the efficient operation of the Gallagher Centre.
- b) Notwithstanding **10.03**, employees may be provided with three (3) days' notice that the statutory holiday may be recognized on a day other than the day as designated above when the **employer** and the **union** mutually agree that this would be **beneficial** for efficient operations.

ARTICLE 11 - VACATIONS

11.01 Length of Vacation

- a) Every employee will be entitled to an annual vacation leave with pay or payment in lieu thereof, as follows:

- i) Employees **will** be entitled to three (3) weeks' vacation leave with pay following the date of employment and thereafter up to the completion of their seventh (7th) year of service.
- ii) Employees **will** be entitled to four (4) weeks' vacation leave with pay from the commencement of their eighth (8th) year of service and thereafter up to the completion of their fifteenth (15th) year of service.
- iii) Employees **will** be entitled to five (5) weeks' vacation leave with pay from the commencement of their sixteenth (16th) year of service and thereafter up to the completion of their twenty-seventh (27th) year of service.
- iv) Employees **shall** be entitled to six (6) weeks' vacation leave with pay from the commencement of their twenty-eighth (28th) year of service and thereafter.

Years of Service	Annual Vacation
1-7	3 weeks
8-15	4 weeks
16-27	5 weeks
28+	6 weeks

- b) Employees shall be entitled to take annual holiday leave on a current year basis, and the annual holiday entitlement date for all union employees shall be on a uniform annual holiday period being January 1 to December 31 in each calendar year on a pro-rated basis. The current year's holiday leave shall be completed no later than March 31 of the following year and shall be arranged with the Department Head, with due consideration being given to the wishes of the employee, the wishes of other employees, and the efficient operation of the employer. If the vacation is not used by March 31 and a request is made to be carried over, such request must be approved by the City Manager.

ARTICLE 12 – LEAVES OF ABSENCE

12.01 Leaves of absence without pay for personal or educational reasons may be granted for a period not to exceed twelve (12) months at the sole discretion of the Department Head, taking into consideration the efficient operation of the department. Such leaves of absence shall not be permitted on an ongoing or annual basis, except for educational leaves as approved by the employer. Pre-approval is required, and the employee must submit such requests a minimum of two (2) weeks in advance.

12.02 Premiums while on the following leaves of absence shall be paid as follows:

- a) **Short-Term Disability (STD)** Employee pays premiums for long-term disability, dependent life (if applicable), and STD. Life and accidental death

and dismemberment (AD&D) premiums continue to be paid by the employer. The employer pays health, dental, and vision premiums for first four (4) months of leave; then the employee is responsible after the four (4) months.

- b) **Long-Term Disability (LTD) - LTD, life, and STD, premiums are waived while the employee is on LTD. The employer continues to pay AD&D premiums. Health, dental, and vision premiums are the responsibility of the employee.**
- c) **Workers' Compensation Claim (WCB) – Employee pays premiums for LTD and STD. Life and AD&D premiums continue to be paid by the employer. The employer pays health, dental, and vision premiums for first four (4) months of leave; then the employee is responsible after the four (4) months.**
- d) **Unpaid Leave of Absence (LOA) Employee is provided with option of continuing on group benefits. If employee elects to continue with benefits, all premiums become one hundred percent (100%) employee paid and must provide the employer with post-dated cheques.**
- e) **Employees must pay monthly benefit premiums while off on STD, LTD, WCB, or unpaid LOA. If premiums are in arrears for more than three (3) months, benefits will be suspended until the premiums are paid in full.**

12.03 An employee on leave of absence without pay shall not be eligible for sick leave benefits nor payment of statutory holidays which fall during the authorized period of absence.

12.04 Employees taking other employment during such leaves of absence, except by written permission of the employer, shall be considered to have terminated their service with the employer.

12.05 Employees wishing to take a leave of absence must provide a request (in writing) of their intention to take a leave of absence four (4) weeks prior to the date of the leave commencing. The employee must also provide four (4) weeks' written notice of their intention to return to their position. Due to unforeseen circumstances, notice of less than four (4) weeks requires approval of the City Manager.

12.06 Vacation, sick, and pensionable service accrual stops when an employee is on a leave of absence. Adjustments will be made to reflect any changes in the employee's vacation or sick time entitlements.

12.07 Bereavement Leave

- a) **The employer will grant leave of absence with pay for not more than five (5) consecutive working days to any employee, except employees on layoff, in the case of the death of a member of an employee's immediate family.**

- b) Immediate family shall mean spouse, parent, grandparent, child, grandchild, sibling or the spouse of the sibling or the employee's spouse's parent, grandparent, child, grandchild, sibling or the spouse of the sibling.
- c) The leave mentioned in a) must be taken within the period commencing one (1) week before and ending one (1) week after the funeral relating to the death with respect to which the leave is granted.
- d) Additional leave of absence or leave of absence for purposes not stated in this clause may be granted with pay at the discretion of the City Manager when requested in writing by the Department Head.
- e) An employee will not be entitled to compassionate leave for any day falling within the respective funeral period which is not a scheduled workday for such employee or when such employee is absent from work due to a statutory holiday, injury, illness, sick leave (not supported by a doctor's note), or leave of absence. Only vacation leave and sick leave (supported by a doctor's note) shall be eligible to be reversed and changed to compassionate leave.

12.08 Pallbearer Leave

An employee who acts as a pallbearer shall be granted **up to one (1) day** leave of absence with pay.

12.09 Jury Duty and Court Attendance

An employee who is required to perform jury duty on a day on which they would normally have worked will be reimbursed by the employer for the difference between the pay received for jury duty and their regular straight time hourly rate of pay for their regularly scheduled hours of work. If an employee is required to serve as a juror or subpoenaed in court as a witness, they shall suffer no loss of pay, provided that any compensation received by the employee for their services is submitted by the employee to the Director of Finance immediately upon receipt.

12.10 Union Leave

a) Union Business

Upon forty-eight (48) hours written notice, **up to two (2) employees from each department elected or appointed to represent the union at union functions or to attend to union business will be granted a leave of absence with pay and benefits and without loss of seniority and any other accruals and entitlements. The union will reimburse the employer for the receipt of such pay.**

b) **Union or Public Duties**

Upon fourteen (14) days' written notice, an employee who is elected or selected for a full-time position with the union or any body with which the union is affiliated or who is elected to public office will be granted a leave of absence with pay and without loss of seniority for a period of up to two (2) years. The union will reimburse the employer for receipt of such pay. The number of employees granted leave of absence for this purpose will not exceed two (2) at any time.

c) **The employer agrees to continue to pay normal salary and benefits to employees delegated, on a short-term basis of one (1) month or less, to attend to union business as referred to in (a) above and that the employer is to charge the union for reimbursement of the cost. Such costs shall only include:**

- i) Actual lost wages.
- ii) Employer's share of pension contribution (or equivalent).
- iii) Employer's share of Canada Pension contributions.
- iv) Employer's share of Group Insurance premiums.
- v) Workers' Compensation premiums.

ARTICLE 13 – SICK LEAVE

13.01 Full-time employees shall be allowed sick leave on the basis of one and one-quarter (1¼) days per month for short-term illness.

13.02 New employees designated to full-time positions, as recognized by the employer, and having completed three (3) months of service shall be entitled to take sick leave for short-term illness on a pro-rated basis of one and one-quarter (1 ¼) days per month and may utilize sick leave as earned up to a maximum of thirty (30) days.

13.03 Sick leave may accumulate up to thirty (30) days. No claim for sick pay in excess of three (3) consecutive days shall be allowed unless and until an employee making such claim produces a certificate, at their own expense, signed by a duly qualified medical practitioner certifying that the said employee was unable by reason of medical illness to perform their duties for the period during which the claim was made.

13.04 Employees designated to part-time and seasonal positions, as recognized by the employer, and having completed three (3) months accumulated service for part-time positions and six (6) months accumulated service for seasonal positions shall be entitled to take sick leave for short-term illness on a pro-rated basis of one and one-quarter (1 ¼) days per month.

13.05 Sick Leave Record

Upon request to their Immediate Out-of-Scope Supervisor, the employer will provide an employee with an up-to-date record of their total sick leave accumulation.

13.06 Notification of Illness

An employee who is unable to report to work as scheduled will, prior to the commencement of their scheduled shift, notify their Immediate Out-of-Scope Supervisor of their absence, except when reasonable extenuating circumstances prevent the employee from calling.

13.07 Family Illness Leave

Upon notifying their Immediate Out-of-Scope Supervisor, an employee will be allowed to use up to five (5) of their earned sick leave days per year (as calculated above) to care for a family member (i.e., spouse, child, stepchild, parent or stepparent) who is ill.

Upon written application to the City Manager or designate and subject to their written approval, an employee may be allowed to use an additional two (2) days of earned sick leave (as calculated above) to care for a family member (as defined above) who is ill.

13.08 The employer reserves the right to have a medical practitioner, designated by the employer, make an examination at any time when deemed advisable. The cost of such examination shall be paid by the employer.

ARTICLE 14 – EMPLOYEE BENEFITS AND PENSION

14.01 Benefit Coverage

- a) The employer shall pay **one hundred percent (100%)** of the premiums for extended health, dental, and vision plans equal to or better than that provided by Canada Life Plan #166505 Division #1 for each full-time employee. These premiums shall be for single, couple, or family coverage, as required by the employee.
- b) In lieu of access to the above health, dental, and vision plans, the employer shall reimburse seasonal and casual employees **one hundred dollars (\$100.00)** per month when they purchase their own benefits.
- c) Employees shall pay **one hundred percent (100%)** of the premiums for dependent life insurance (if applicable), long-term disability insurance, and a **seventeen (17) week short-term disability insurance plan.**

- d) **The employer shall pay one hundred percent (100%) of the premiums for life insurance and accidental death & dismemberment.**

14.02 Pension Plan

All eligible employees will enroll in the Municipal Employees' Pension Plan (MEPP). The employer and employee will make contributions in accordance with the provisions of the plan.

ARTICLE 15 – WORKERS' COMPENSATION

- 15.01 a) Upon workplace injury, the employee shall fill out the W1 form, and the employer shall fill out the E1 form. The maintenance of employee benefits during the period which an employee receives compensation in excess of thirty (30) working days under the *Workers' Compensation Act* shall be conditional upon the specific policies of the act upon payment of the full cost of benefits by the employee.
 - b) An employee receiving workers' compensation will not be eligible for group benefits for any period exceeding twenty-four (24) months.
- 15.02 **The employer agrees that when an employee receives a minor injury during the course of and in the performance of their duties and a medical practitioner confirms in writing that the absence will not exceed thirty (30) working days, and the employee is entitled to receive compensation under the *Workers' Compensation Act*, the employee shall be entitled to be paid their regular salary by the employer for the period not exceeding thirty (30) working days, and the employee shall assign to the employer all compensation cheques issued to them by the Workers' Compensation Board (WCB) in respect of such minor/short term injury.**
- 15.03 **For seasonal employees who do not have short-term disability (STD) benefits, if the claim is denied through WCB, the employee will go on EI sick benefits and the employer would have to recoup the costs from the first thirty (30) days.**

ARTICLE 16 - SENIORITY

16.01 Seniority Defined

- a) **Seniority is defined as an employee's length of continuous service with the employer since their first date of hire. Seniority will operate on a bargaining unit wide basis.**
- b) **An employee shall begin to accumulate seniority as soon as they have completed their probationary period, at which time their seniority shall be made retroactive to their date of hire.**

- c) Should an employee's employment status switch from seasonal, **casual**, or **student** to **full-time** or **part-time** with no break of service in between, then their seniority date shall be retroactive to their date of hire.

16.02 Seniority Lists

- a) **The employer will maintain a seniority list showing the date upon which each employee's service commenced (i.e., seniority date) as well as the employee's classification, department, and employment status (e.g., full-time, part-time, etc.). An up-to-date seniority list will be sent to the union and posted on an annual basis.**
- b) If employees are hired on the same date, a member of the local's executive shall draw their names out of a hat to determine the order of their placement on the seniority list.

16.03 Loss of Seniority

An employee will only lose their seniority in the event:

- 1) **They are dismissed for just cause and are not reinstated.**
- 2) **They resign in writing.**
- 3) **They fail to report for work on recall from layoff within five (5) working days of being notified in writing to their last known address to report for work.**
- 4) **They are absent for three (3) consecutive working days without notifying the employer and fail to provide a reasonable explanation for their absence.**
- 5) **They are on layoff for a continuous period of eighteen (18) months, except in the case of student employees who shall lose seniority if on layoff for a continuous period of seven (7) months.**

ARTICLE 17 – PROBATIONARY EMPLOYEES

17.01 Probationary Employees

Newly hired employees will be on probation for a period of six (6) months or until all conditions of employment have been met, during which time their employment may be dismissed only for reasons of unsuitability.

ARTICLE 18 – POSTING OF POSITIONS

18.01 New positions within the scope of this Agreement shall be posted on the bulletin board, and employees shall be allowed ten (10) working days in which to make written application for such vacancies or new positions.

18.02 Promotions or vacancies required to be filled within the scope of this Agreement shall be filled on the basis of qualifications and abilities, as determined by the **employer**, and seniority. Qualifications and abilities shall reasonably relate to the requirements of the work to be performed. Where qualifications and abilities are comparable, the senior applicant will be selected.

18.03 Trial Period

- a) **The successful application will be on a trial period of four (4) months. At the commencement of the trial period, the employer shall advise the employee of the standards which the employee is expected to meet. During the trial period, the employee will be advised of any deficiencies and improvements expected by the employer.**
- b) **During the trial period, the employee may be returned to their former position if the employer determines the employee has not met the expected standards for the position or at the employee's request. Standards shall reasonably relate to the requirements of the work to be performed. The employee will be returned to their former position, without loss of seniority, and at the rate of pay of their former position.**
- c) **Any employees who have moved positions as a result of the rearrangement of positions will also be returned to their former position, without loss of seniority, and at the rate of pay of their former position.**

18.04 Resignation

All full-time employees who wish to resign **will submit written notice of their intention to do so to their Immediate Out-of-Scope Supervisor two (2) weeks in advance of their resignation date**, where possible.

18.05 Should an employee lose their certification, training expires, etc., for the work they are doing, the employee shall be moved to the lower classification until they obtain the required certification. **If an employee fails to obtain the necessary certification, training etc., after three (3) attempts within a prescribed period, they will remain at the lower rate and not entitled to move up to the higher classification.**

All future training and professional development programs for employees shall follow the City of Yorkton's Professional Development policy.

18.06 Job Descriptions

The employer will prepare **and maintain** job fact sheets for all classifications in Schedule "A". These job fact sheets will be **made available to the union and any employee**. The employer agrees to consult with the union when proposing new in-scope job fact sheets or amending existing job fact sheets.

18.07 The employer may offer temporary assignments for vacation relief or term assignments to employees to oversee the administration of duties of the management position that is vacant.

- a) Assignments may be offered to employees who have the necessary education, credentials, and experience for the position. When possible, if there is more than one (1) candidate with the requisite qualifications, seniority will take precedence. However, the employer, in its desire to develop employees for progression, will alternate assignments between the successful candidates to enable them to determine whether progression into management position is their desire, as well as enable the department management to determine the ability of each candidate to assume the role on a full-time basis should the position come available.**
- b) The successful candidate will have their wages adjusted to the entry-level wage of the position available for the duration of the assignment.**
- c) The successful candidate will be responsible for assuming the full duties of the position while in place, with the exception of disciplinary responsibilities. Each department will be responsible for arranging access to information required to successfully assume the role, with the exception of confidential information that cannot be disseminated to the individual, which could cause a conflict of interest to the employee upon resuming their original duties.**
- d) Management reserves the right to determine whether a temporary assignment is necessary or whether another employee (out-of-scope) will be assigned the role in the above instances.**

ARTICLE 19 - LAYOFFS AND RECALLS

19.01 Layoff Procedure

- a) When it is necessary to reduce the number of employees in a department, employees will be laid off in the inverse order of their seniority, provided the senior employee possesses the qualifications and ability to perform the work which is available.**
- b) Articles 16.01 a) and b) will apply to employees in permanent positions only. Casual employees shall be laid off first, followed by student employees, followed by seasonal employees.**

19.02 Recall Procedure

If more employees are required for any position, the last person laid off, if available, shall be given preference of re-employment, provided they possess the necessary qualifications and ability to perform the work available. When any employee has been advanced to a

new position and such position is affected by reduction in employees during the trial period, the employee so advanced shall be returned to the position from which they were advanced in preference to being laid off. Where such reduction in staff occurs after completion of the probationary period, normal seniority rights shall prevail.

ARTICLE 20 – DISCIPLINE AND DISMISSAL

20.01 Right to Union Representation

An employee will have the right to have a union representative present at any meeting with the employer which the employee believes might be the basis of disciplinary action. Where the employer intends to meet with an employee for disciplinary purposes, the employer will notify the employee in advance of the purpose of the meeting. The employer will also notify the employee of their right to have a union representative present at the meeting. All meetings between the employer and employees that might be the basis of disciplinary action will occur during regular working hours, and no employee or union representative shall suffer any loss of pay for time spent in such meetings.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 Definition

A grievance will be defined as any difference or dispute between the employer and union regarding the interpretation, meaning, operations, or applications of this Agreement.

21.02 Permission to Leave Work

Any member designated by the union, to make a presentation to the City Manager, respective Department Head, or Immediate Out-of-Scope Supervisor, during normal working hours, shall first have and obtain the permission to make such a presentation from the employee's Immediate Out-of-Scope Supervisor, such permission is not to be unreasonably withheld.

21.03 Grievance Meetings

All negotiations with respect to disputes and grievances shall be dealt with during regular working hours, and no employee or union representative shall suffer any loss of pay for time spent in such negotiations. The number of union representatives who are entitled to remuneration under this clause shall not exceed two (2).

21.04 Settling of Grievances

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Step 1 – Grievance to Immediate Out-of-Scope Supervisor

Grievances should be adjudicated as quickly as possible. Accordingly, employees, through the union or the union itself, may refer any such grievance to the Immediate **Out-of-Scope** Supervisor concerned within ten (10) working days of discovery of the cause for complaint. The **Immediate Out-of-Scope Supervisor will meet to discuss the grievance with the union representative(s) and the grievor(s), if they so choose to attend, within ten (10) working days of receipt of the grievance, and will render a written decision within ten (10) working days of the meeting.**

Step 2 – Grievance to Department Head

Failing satisfactory resolution in Step 1, the union representative may refer the matter to the Department Head or their designate in writing within ten (10) working days of having received the decision of the Immediate Out-of-Scope Supervisor. The Department Head or their designate will meet to discuss the grievance with the union representative(s), and the grievor(s), if they choose to attend, within ten (10) working days of receipt of the grievance and will render a written decision within ten (10) working days of the meeting.

Step 3 – Grievance to City Manager

Failing satisfactory resolution in Step 2, the union may refer the matter to the City Manager within ten (10) working days of receipt of the decision of the Department Head or their designate. The City Manager will meet to discuss the grievance with the union representative(s), and the grievor(s), if they so choose to attend, within ten (10) working days of receipt of the grievance, and will render a written decision within ten (10) working days of the meeting.

Step 4 Referral to Arbitration

Failing satisfactory settlement of the grievance in Step 3, the matter may be referred to arbitration by either party within fifteen (15) working days of receipt of the decision of the City Manager.

21.05 Alternative Dispute Resolution

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

21.06 Deviation from Normal Grievance Procedure

Grievances regarding layoff or dismissal may commence at **Step 2** of the grievance procedure.

21.07 Time Limits

- a) No grievance **will be considered** which is not presented within ten (10) working days after the event or circumstances giving rise to the complaint coming to the attention of **the union**.

- b) **Failure to Act Within Time Limits**
 - i) If the employee's **Immediate Out-of-Scope** Supervisor or the Department Head or the City Manager do not take the necessary action to process the grievance or provide answers within the time limits specified above, the grievance will automatically be referred to the next higher step.

 - ii) If the grievance is not processed by the union or the employee within the time limits provided above, the grievance is considered settled.

- c) **Extension of Time Limits**
 - i) The time limits set out above may be extended by the consent of both parties. **Such request will not be unreasonably denied.**

 - ii) A grievance may be put in abeyance for a specified period of time upon mutual consent of both parties. **Such request will not be unreasonably denied.**

21.08 Initiation of Special Meetings

Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the arbitration proceedings.

ARTICLE 22 – ARBITRATION

22.01 Referral to Arbitration

- a) **It is agreed by the parties that any difference of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, may be settled by arbitration.**

- b) **Single Arbitrator**

Where a grievance is referred to arbitration, the parties shall, within thirty (30) days, first attempt to agree to a single arbitrator.

c) Board of Arbitration

In the event that the parties are unable to agree to a single arbitrator, a three (3) member Board of Arbitration shall be established in accordance with the following provisions:

- i) Within ten (10) working days of failure to agree to a single arbitrator, the union shall notify the **employer** of the name of its **nominee to the arbitration board**. The **employer** shall, within ten (10) working days of the date of such notification, name its **nominee to the arbitration board**.
 - ii) The two (2) **respective nominees will** meet and endeavor to agree on a **Chairperson** for the board.
 - iii) **Should either party fail to name their nominee within ten (10) working days or should the nominees fail to appoint a Chairperson within twenty (20) working days from the date of their appointment, either party or their nominee may request the Minister of Labour and Workplace Safety to appoint a single arbitrator or Chairperson.**
 - iv) No person who has been discharged from employment with the **employer** and no member of City Council shall be appointed to the **arbitration board as a nominee or Chairperson**.
- d)** After the **arbitrator or arbitration board** has been selected by the foregoing procedure, **they** shall meet as soon as possible and shall follow commonly accepted arbitration hearing procedures, providing an opportunity for each party to the dispute to present its case.

22.02 Payment for Arbitration Expenses

a) Payment for Arbitrator or Board of Arbitration

The parties will equally bear the expense of **the single arbitrator or the Chairperson of the arbitration board and any costs of the place of hearing of such arbitration if and when the necessity arise. Each of the parties shall bear the expense of their appointed nominee.**

22.03 Powers of the Arbitrator or Board of Arbitration

- a) The Board shall confine itself to the matter grieved and shall not have any power to alter, **change** or amend in any way the provisions of this Collective Agreement, taking into consideration local circumstances. The Arbitration Board may consider only the particular issue or issues presented to it and its decision must be based solely on the **interpretation of the provisions of this Agreement.**

- b) The Board of Arbitration shall not deal with more than one (1) grievance without the mutual consent of the **employer** and the **union**.

22.04 Decision of the Arbitrator or Board of Arbitration

The arbitrator or arbitration board will hear and determine the matter and will issue a decision, which will be in writing and contain the reasons for the decision. The decision of the single arbitrator will be final and binding on both parties, and the decision of the majority of the board will be the decision of the arbitration board, but if there is no majority decision, the decision of the Chairperson will govern.

22.05 Time Limits

The time limits mentioned in this Article may be extended by mutual agreement of the parties.

ARTICLE 23 – TECHNOLOGICAL CHANGE

23.01 Workplace Surveillance

The parties agree that surveillance equipment in the workplace will be primarily used for the purposes of ensuring the security of employer assets and employee safety. Surveillance equipment will not be used for the purpose of regular monitoring of employees in the workplace.

ARTICLE 24 – WAGES AND PREMIUMS

24.01 Pay Days

The employer will pay salaries/wages bi-weekly (every second Friday) by direct remittance to the employee's bank account in accordance with Schedule "A". Such wage rates will be effective commencing at 12:01 a.m. on January 1 of the year indicated in Schedule "A". On each pay, each employee will be provided with an itemized statement of their salary/wages, overtime, and other supplementary pay and deductions.

24.02 Shift Premiums

- a) Employees who are, as part of their scheduled workday, required to work between the hours of 12:00 midnight and 6:00 a.m. shall be paid a shift differential of **one dollar seventy-five cents (\$1.75)** per hour for the hours worked provided such shift differential shall not apply to any employee receiving an overtime rate for the hours worked during such period if such overtime is continuous to **their** normal workday. A shift differential of **one dollar fifty cents (\$1.50)** per hour

shall be accorded to employees required to work between the hours of 6:00 p.m. and midnight.

- b) Employees who, as part of their regularly scheduled workday, are required to work on a Saturday or a Sunday between the hours of 6:00 am and 6:00 pm each day shall be paid a weekend premium of one dollar fifty cents (\$1.50) per hour for the hours worked provided such weekend premium shall not apply to any employee receiving an overtime rate for the hours worked.

24.03 Equal Pay for Work of Equal Value

Employees shall receive equal pay for work of equal value, regardless of sex or gender.

ARTICLE 25 – FEES AND ALLOWANCES

25.01 Uniform Allowance

The employer will supply and maintain all personal protective equipment and clothing, such as coveralls, required by employees in the performance of their duties working in any unsanitary or potentially hazardous jobs, such as cleaning sewer with mechanical cleaners, operating an oiler for street oiling, cleaning out cells at the sewage treatment plant, and working in trenches.

25.02 Eyewear Allowance

The employer will reimburse up to a maximum of two hundred fifty dollars (\$250.00) toward the purchase of prescription safety glasses per employee every three (3) calendar years.

25.03 Boot Allowance

The employer will provide an annual boot allocation as follows:

- Two hundred fifty (\$250.00) for each full-time employee.
- Two hundred (\$200.00) for each seasonal and part-time employee.
- Four hundred dollars (\$400.00) for full-time Environmental Services employees.

The boot allocation shall be paid out on the closest pay period to April 1 for full-time staff and on the first pay period for seasonal staff. The employer retains the ability to send any employee home without pay for reporting to work without appropriate safety footwear.

25.04 Meal Allowance

- a) **An employee who is unable to take their meal break due to urgent work that is necessary or unpreventable or unforeseeable circumstances occur will be provided a meal allowance of twenty dollars (\$20.00).**
- b) **Overtime Meals**

All employees required to work unscheduled overtime and remain at the worksite after working two (2) hours overtime on a scheduled workday shall be provided with a lunch by the employer.

ARTICLE 26 – NO STRIKES OR LOCKOUTS

26.01 The union agrees that during the life of this Agreement, there will be no strikes, slow down, stoppage of work, or any withdrawal of normally provided services, and the employer agrees that during the life of this Agreement, there will be no lockouts.

ARTICLE 27 - RETROACTIVE CONDITIONS

27.01 All employees on staff as of the date a new Collective Agreement is signed shall be entitled to the retroactive conditions of the revised Agreement.

Employees who retire before a new Collective Agreement is signed shall be entitled to retroactive conditions of the revised Collective Agreement.

The retroactive conditions of the revised Collective Agreement shall be paid to the estate of active or retired employees who have passed away before a new Collective Agreement is signed.


ARTICLE 28 – TERM OF AGREEMENT

28.01 This Agreement shall become effective as of January 1, 2025, and shall continue in full force until December 31, 2027, and shall renew itself from year to year, without change, until revised or not less than sixty (60) days nor more than one hundred twenty (120) days' notice in writing from either party before the expiration date hereof or of any renewal hereof. In the event of notice of revision, this Agreement shall remain in force and effect while negotiations are being carried on for the arrangements of a further agreement, the terms of which shall be retroactive to the expiry day of the agreement under which said notice was given.


SIGNING PAGE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 10th day of April A.D. 2025.

**On behalf of the Canadian Union of
Public Employees, Local 342**

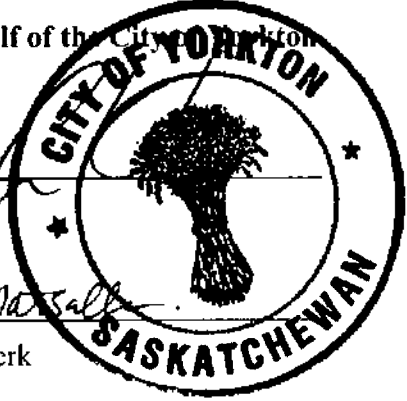


President



National Representative

On behalf of the City of Yorkton



Mayor



City Clerk



Director of Human Resources

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SCHEDULE "A"

* The increase will occur for the pay period that encompasses January 1.

	2025	2026	2027
I. PUBLIC WORKS			
Labourer	\$25.77	\$26.54	\$27.34
Stores Assistant; Operator B	\$27.00	\$27.81	\$28.64
Operator A	\$29.16	\$30.03	\$30.94
Operator A-1	\$31.95	\$32.91	\$33.90
Journeyman Trades; Journeyman Mechanic	\$35.17	\$36.23	\$37.31
Operator A-1 & Water Distribution/Sewer Collection Class II	\$35.17	\$36.23	\$37.31
Operator A-1 & Water Distribution/Sewer Collection Class III	\$38.50	\$39.66	\$40.84
II. ENVIRONMENTAL SERVICES			
Technical Assistant	\$20.46	\$21.07	\$21.71
Uncertified Operator	\$25.77	\$26.54	\$27.34
Environmental Services Operator I	\$28.00	\$28.84	\$29.71
Environmental Services Operator II	\$33.00	\$33.99	\$35.01
Environmental Services Operator III	\$42.00	\$43.26	\$44.56
Environmental Services Operator IV	\$48.00	\$49.44	\$50.92
III. RECREATION & COMMUNITY SERVICES (RCS)			
Parks Student; Deer Park Student Labourer	\$17.86	\$18.40	\$18.95
Parks Technician I; Building Technician I; Deer Park Labourer I	\$25.77	\$26.54	\$27.34
Parks Technician II; Building Technician II; Lead Facility Attendant; Deer Park Labourer II	\$27.00	\$27.81	\$28.64
Parks Technician III; Building Technician III; Deer Park Labourer III	\$29.16	\$30.03	\$30.94
Parks Technician IV; Building Technician IV	\$31.95	\$32.91	\$33.90
Guest Services Attendant I	\$18.80	\$19.36	\$19.94
Guest Services Attendant II	\$24.97	\$25.72	\$26.49
Facility Attendants	\$20.25	\$20.86	\$21.48

NOTE: In addition to the above when a Department Head appoints a Charge Hand, that individual shall receive \$3.75 per hour while acting in the capacity

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 342

AND

CITY OF YORKTON

RE: Guest Services Attendants at City of Yorkton Gallagher Centre

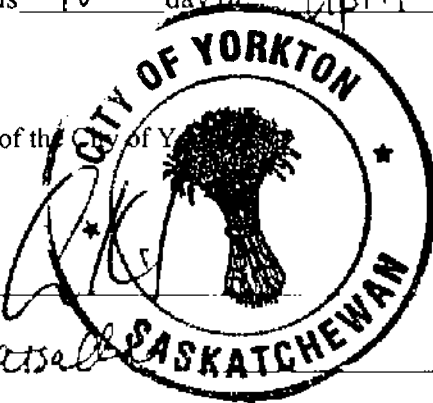
Hours of work for Guest Services Attendants at the Gallagher Centre will be considered in conjunction with:

- Article 8 Hours of Work and Article 9 Overtime

Notwithstanding Article 8.01, the hours of work for the Gallagher Centre Guest Services Attendants II shall be a minimum of one hundred thirty (130) hours over a period of four (4) consecutive weeks without receiving overtime.

Signed this 10th day of April, 2025

On behalf of the City of Yorkton


Matsell
A K

On behalf of the Canadian Union of Public Employees, Local 342

Jason Bausch

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 342

AND

CITY OF YORKTON

RE: Deer Park Golf Course Labourers at City of Yorkton

The qualifications to obtain a higher level Labourer designation have been attached to this document as Appendix A. Employees will be placed within the appropriate designation as per their training certifications.

Legacy:

Brian Andreychuk will be designated as Deer Park Labourer III, based on their turf management certification that was the required qualification for obtaining the highest level designation at the time of their original hire.

Hours of work for Employees working as Labourers at the Deer Park Golf Course will be considered in conjunction with:

- **Article 8 Hours of Work and Article 9 Overtime**

Notwithstanding **Article 8.01**, the hours of work for the Deer Park Labourers shall be one hundred sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime.

Signed this 10th day of April, 2025

On behalf of the City of Yorkton



J. Madell
L. K.

On behalf of the Canadian Union of Public Employees, Local 342

Jason Bausly

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 342
AND
CITY OF YORKTON

Re: Schedule “A” – Clarification on Qualifications

Forming part of the wage proposal, this Letter of Understanding outlines the qualifications required to attain positions which require Water and Sewer Treatment Certifications. As there is an impact on employees, current employees listed would be placed in that classification but would be “green circled” at their current rate (receive adjustments to their current wage in line with the Agreement (\$1.50/hour on January 1, 2025; 3.00% on January 1, 2026; 3.00% on January 1, 2027).

Environmental Services

- **Uncertified Operator - Projected to Include: Wally Neumann, Roy Wang, Luke Konkel, Jeff Carr, Logan Coutts, and Deryk Whyatt**
 - Obtain and maintain a valid Saskatchewan Fireman’s Boiler License within nine (9) months.
 - Obtain and maintain appropriate SCBA, First Aid/CPR, Safe Rigging & Hoisting, H2S Alive, and SCOT/WHMIS Certificates within nine (9) months.
 - Confined Space Entry Program.
- **Environmental Services Class I Operator – Projected to Include: Jason Baluk**
 - Must satisfy, possess, and maintain all requirements for an Uncertified Operator, and all certificates must be valid.
 - Satisfy, possess, and maintain a Valid Class I W.W.T, W.W.C., W.D., and W.T. Operators Certificate as determined by Government of Saskatchewan Regulations.
- **Environmental Services Class II Operator – Projected to Include: Wyatt Duncan**
 - Must satisfy, possess, and maintain all requirements for an Uncertified Operator, Operator Class I, and all certificates must be valid.
 - Satisfy, possess, and maintain a valid Class II W.W.T, W.W.C., W.D., and W.T. Operators Certificate as determined by Government of Saskatchewan Regulations.
- **Environmental Services Class III Operator – Projected to Include:**

- **Must satisfy, possess, and maintain all requirements for an Uncertified Operator, Operator Class I, Operator Class II, and all certificates must be valid.**
- **Satisfy, possess, and maintain a valid Class III W.W.T, W.W.C., W.D., and W.T. Operators Certificate as determined by Government of Saskatchewan Regulations.**
- **Environmental Services Class IV Operator – Projected to Include:**
 - **Must satisfy, possess, and maintain all requirements for an Uncertified Operator and Operator Class I through III, and all certificates must be valid.**
 - **Satisfy, possess, and maintain a valid Class IV W.W.T, W.W.C., W.D., and W.T. Operators Certificate as determined by Government of Saskatchewan Regulations.**

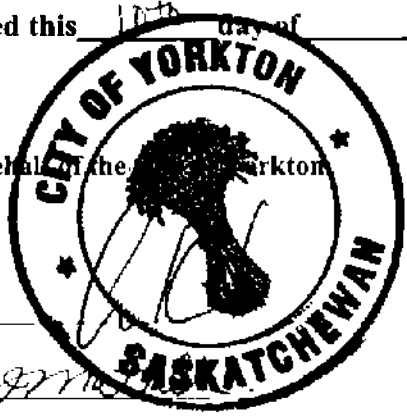
Public Works

**For clarity of negotiation discussions, individuals who attain these certifications would be assigned to the Water and Sewer Crews*

- **Operator A-1 & Water Distribution/Sewer Collection Class II – Projected to include Timothy Rosenthal**
 - **Demonstrated capability to operate three (3) pieces of equipment.**
 - **Maintain Firemen’s Boiler Certificate.**
 - **Satisfy, possess, and maintain a valid Class 1 W.W.C. & W.D. Operators Certificate as determined by Government of Saskatchewan Regulations.**
 - **Satisfy, possess, and maintain a valid Class 2 W.W.C. & W.D. Operators Certificate as determined by Government of Saskatchewan Regulations.**
 - **Ground Disturbance Certificate.**
- **Operator A-1 & Water Distribution/Sewer Collection Class III – Projected to include:**
 - **Demonstrated capability to operate three (3) pieces of equipment.**
 - **Maintain Firemen’s Boiler Certificate.**
 - **Satisfy, possess, and maintain a valid Class 1 W.W.C. & W.D. Operators Certificate as determined by Government of Saskatchewan Regulations.**
 - **Satisfy, possess, and maintain a valid Class 2 W.W.C. & W.D. Operators Certificate as determined by Government of Saskatchewan Regulations.**
 - **Satisfy, possess, and maintain a valid Class 3 W.W.C. & W.D. Operators Certificate as determined by Government of Saskatchewan Regulations.**
 - **Ground Disturbance Certificate.**

Signed this 10th day of April, 2025

On behalf of the City of Yorkton



[Signature]

On behalf of the Canadian Union of Public Employees, Local 342

[Signature]
Jason Basher