

COLLECTIVE AGREEMENT



and

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

CUPE

**JANUARY 1, 2020 -
DECEMBER 31, 2024**

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THIS AGREEMENT MADE IN TRIPLICATE

BETWEEN

THE CITY OF YORKTON
A Municipal Corporation,

hereinafter referred to as the "City"

- 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"

WHEREAS the parties hereto desire to promote the harmonious relationship which has existed between them to date, and both recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and hours of work;

AND WHEREAS the parties hereto are anxious to co-operate for the well-being of the City and of the citizens;

NOW THEREFORE, this Agreement witnesseth that for and in consideration of the promises and covenants, conditions, stipulations, and provisions herein contained, the parties agree as follows:

ARTICLE 1 - SCOPE

This agreement shall apply to the employees employed by the City of Yorkton, Saskatchewan except:

- City Hall Staff
- Fire Hall Staff
- Deer Park Golf Course Staff
- Gallagher Centre Water Park Staff
- Gallagher Centre Kiosk Staff
- Gloria Hayden Staff
- RCMP Staff
- Managers
- Supervisors
- Foremen
- Confidential Secretaries
- Administrative Assistants
- Administrative Co-ordinator

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

ARTICLE 2 - UNION RECOGNITION

The City recognizes CUPE Local 342 as the sole and exclusive bargaining agent for the Employees within the scope of this Collective Bargaining Agreement.

The parties hereto agree to negotiate in good faith matters of collective bargaining in respect to the establishment of a grievance procedure, hours of work, rates of pay and other conditions of employment.

ARTICLE 3 - DISCRIMINATION

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

- (a)
 - i) to manage and to 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 City;
 - 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 City, not specifically dealt with herein, shall be reserved to the Management and be its exclusive responsibility.
- (c) The City agrees to administer the Collective Agreement in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - UNION SECURITY

- (a) Pursuant to Section 36 of *The Trade Union Act* of the Province of Saskatchewan, being Chapter T-17 of the Statutes of the year 1978, every employee who is now or hereafter

becomes a member of the Union shall maintain his membership in the Union as a condition of his employment and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for 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 his membership or apply for and maintain his membership in the Union, shall as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

(b) The City shall semi-annually, or upon request if necessary, supply the Union with a list of all persons hired by the City and all employees whose services have been terminated, to whom this Agreement may apply. The list shall include the name, classification, salary and the date of hiring or termination.

(c) Deduction of Union Dues From Wages

The City shall deduct and pay on or before the 25th of each month, out of the wages due to such employee, to the person designated by the Union to receive the same, the Union dues and the City shall furnish the Union with the names of the employees who have given such authority.

ARTICLE 6 - JOB SECURITY

(a) 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 and provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

(b) This clause shall not limit the City's right to tender projects that have customarily to date been performed by contractors.

(c) When contracting out does occur, the City shall ensure that no members of CUPE Local 342 are laid off or have their hours of work reduced.

(d) When the City is considering contracting out work customarily performed by contractors and/or City staff, the City 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.

(e) When emergency or unforeseen circumstances, such as an act of nature arise, the City 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.

(f) It is further agreed that the City 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.

ARTICLE 7 - INTERPRETATION

In this Agreement to expression:

- (a) “City” means the Corporation of the City of Yorkton.
- (b) “Employee” means any person who is employed by the City within the scope of this agreement.
- (c) “Council” means the Council of the City of Yorkton.
- (d) “Department Head” means the official in charge of a division as appointed by the City Manager.
- (e) “Union” means the CUPE, Local 342 as constituted by an Order of the Labour Relations Board of the Province of Saskatchewan under *The Trade Union Act, 1978*, as an appropriate unit of employees for the purpose of bargaining collectively for the civic employees specified in the said Order.
- (f) “Gender” means the words “he” and “his” and “him” where used herein shall be construed as including or referring to a person of the same feminine gender where the facts or context so require.
- (g) “Full Time Employee” means an employee who has been assigned to a position which is recognized as a full time position, and who has successfully completed the probationary period provided in Article 12.
- (h) “Temporary Employee” means any employee who is employed in a position which has a fixed term and is temporary in nature.
- (i) “Seasonal Employee” means an employee who is hired into a position which is seasonal in nature and is subject to layoff and recall.
- (j) “Part Time Employee” means an employee who has been hired by the city to work less than the full weekly hours of work on a regular and recurring basis, and who has successfully completed the probationary period provided in Article 12.
- (k) “Casual Employee” means any person who is employed by the City for casual work to augment the regular workforce and who does not work a regular and recurring schedule.
- (l) “Student” – shall mean an employee who is utilized to augment staffing needs, 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.

- (m) “Probationary Employee” – a newly hired employee shall be on probation for six (6) months or until all conditions of employment have been met, during which time his employment may be terminated only for reasons of unsuitability.
- (n) “Designated on call” – a designated employee immediately available by direct telephone contact outside of their regular work hours.
- (o) “Work” – all duties as assigned by the employer.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- (a) 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 City and the Union.
- (b)
 - i) Notwithstanding (a), the hours of work for those employees employed at the Environmental Services Department shall be one hundred and sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime.
 - ii) 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 Supervisor is given two (2) days written notice and approval is received.
- (c)
 - i) Notwithstanding (a), the hours of work for the Gallagher Centre Arena Labourers and Custodians shall be one hundred and sixty (160) hours over a period of four (4) consecutive weeks without receiving overtime.
 - ii) 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 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.
 - iii) The fourteen (14) day work schedule as outlined in ii) 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.
- (d) Notwithstanding (a), Public Works employees required to work irregular shifts by reason of necessity, for the efficient operation of the City 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.

(e)

- i) Notwithstanding (a), CDPR employees designated to work at the Parks Branch, required to work irregular shifts by reason of necessity, for the efficient operation of the City 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.
 - ii) Notwithstanding (a) CDPR employees designated to work at the Kinsmen Arena during its operating season, shall be scheduled one hundred and 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 (e) i).
 - iii) 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 & Arena Technician classifications not regularly scheduled at the Kinsmen Arena in order of seniority if available.
 - iv) 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, that the City 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.
- (f) All employees required to work in excess of an ordinary days work (minimum of eight (8) hours) shall be paid at the rate of time and one-half (1 ½x) 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 (½) hour.
- (g) Should the employee be required to come back to work and having departed from work in excess of an ordinary days work (minimum of eight (8) hours) shall be paid a minimum two (2) hour payment at the rate of time and one-half (1 ½x) 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 (½) hour.
- (h) Should the employee be required to come in on regular scheduled days off they shall be paid at the rate of time and one-half (1 ½x) for the first nine (9) hours overtime and at double time (2x) for all hours worked in excess of nine (9) hours to the nearest half (½) hour.
- (i) All employees required to work unscheduled overtime and remaining at the work site, after working two (2) hours overtime, on a scheduled work day shall be provided with a lunch by the City.

- (j) Nothing contained in this Article shall be construed as a guarantee of hours of work per day or per week.
- (k) There shall be no duplication of daily, weekly, bi-weekly or monthly overtime, nor pyramiding of overtime on overtime.
- (l) The Union agrees to forego meal breaks as pursuant to Article 13.3(1) of *The Saskatchewan Employment Act* for the following;
 - where urgent work is necessary or unpreventable; or
 - unforeseeable circumstances occur. In such cases, the Employer will provide a meal allowance of ten dollars (\$10.00) to each effected employee.
- (m) 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.
- (n) Employees requesting use of lieu time shall be required to provide their Supervisor with written notice and will be granted time off at the Supervisor's discretion, subject to the effective and efficient operations of the City. Lieu time 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.
- (o) Employees shall be entitled to accumulate up to a maximum of 40 hours lieu time. As of December 31st of each year, unused lieu time shall be paid out to employees calculated at the applicable rates of pay.

ARTICLE 9 – REMUNERATION AND DESIGNATED ON CALL

- (a) The wage rates are set forth in Schedule “A” and shall form a part of this Agreement. Such wage rates will be effective commencing at 12:01 a.m. on the date indicated in Schedule “A”.
- (b) 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 \$1.25per 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 his normal workday. A shift differential of \$1.00per hour shall be accorded to employees required to work between the hours of 6:00 p.m. and midnight.
- (c) 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 (\$1.00) per hour for the hours worked provided such weekend premium shall not apply to any employee receiving an overtime rate for the hours worked.
- (c) i) Those employees designated as “on call” shall be paid three (3) hours pay at



straight time for each twenty-four (24) hour period that they are on call outside of regular work hours for carrying the on call phone.

- ii) Compensation (if called in to work) will be pursuant to Article 8: Hours of Work and Overtime, clauses 8 (f), 8 (g) or 8 (h) whichever applies.
 - iii) Should an employee be called out and fail to report, or return the call within a half hour then article 9 (c)(i) shall not be payable.
 - iv) It shall be the sole and exclusive right of the City to determine, from time to time, the number of employees, if any, that are designated on call.
 - v) Subject to the immediate supervisor's approval, employees on call will have the right to trade or relinquish on call shifts on a rotational departmental policy basis.
 - vi) An individual who trades their on call status to another employee will forgo the on call pay status and it will be transferred to the employee assuming the on call duties.
- (d) Pay days shall be bi-weekly (every second Friday) and shall be by direct remittance to the employee's bank. The employee upon hire shall advise the City of their bank account information.

ARTICLE 10 - STATUTORY HOLIDAYS - CIVIC HOLIDAYS

- (a) 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 City passes a Boxing Day Bylaw that 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*.

- (b) When any of the above holidays fall on a Saturday or Sunday, the following Monday shall be considered as a holiday, and if the Monday is a Holiday, then the Tuesday shall be considered as a holiday.
- i) Arena 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.
 - ii) Notwithstanding (b), 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 City and the Union mutually agree that this would be beneficial for efficient operations.

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

ARTICLE 11 - LEAVE FOR UNION BUSINESS

- (a) Employees who are members of the bargaining unit that are appointed or elected as delegates to attend a convention, conference or business meeting in connection with Union affairs, shall, upon forty-eight (48) hours written notice, be granted leave-of-absence without pay to attend such meetings. The City reserves the right to limit the number of delegates to two (2).

An employee granted leave under this Article, shall earn seniority, sick leave credits and vacation credits.

- (b) Employees who have completed at least one (1) year of service who are selected for a full-time position with the Union may be granted a leave-of-absence without pay for a period of up to, but not exceeding one (1) year. Application for such leave-of-absence must be made not less than thirty (30) days prior to commencement of same. The number of employees granted leave-of-absence for this purpose shall not exceed one (1) at any time. No claim shall be entertained for any promotion effected during this absence without pay. The employee's seniority shall continue to accumulate throughout the period of leave.
- (c) Any member designated by the Union, to make a presentation to the City Manager, or the respective Department Head, during normal working hours, shall first have and obtain the permission to make such a presentation from the employee's immediate Supervisor, such permission not to be unreasonably withheld.
- (d) 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. Worker's Compensation premiums.

ARTICLE 12 - LEAVE-OF-ABSENCE

- (a) 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 City. Pre approval is required and the employee must submit such requests a minimum of two (2) weeks in advance.

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

STD – Employee pays premiums for LTD, Dependent Life (If applicable) and STD. Life and AD&D premiums continue to be paid by the Employer. Employer pays Health and Dental premiums for first 4 months of leave; then employee is responsible after the 4 months.

LTD – LTD, Life, and STD, premiums are waived while employee is on LTD. Employer continues to pay AD&D premiums. Health and Dental premiums are the responsibility of the employee.

WCB – Employee pays premiums for LTD, and STD. Life and AD&D premiums continue to be paid by the Employer. Employer pays Health and Dental premiums for first 4 months of leave; then employee is responsible after the 4 months.

Unpaid LOA – Employee is provided with option of continuing on group benefits. If employee elects to continue with benefits, all premiums become 100% employee paid and must provide employer with post-dated cheques.

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.

- (b) 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.
- (c) Employees taking other employment during such leaves-of-absence, except by written permission of the City, shall be considered to have terminated their service with the City.
- (d) Employees wishing to take a leave of absence must provide a request (in writing) 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.
- (e) 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.*

ARTICLE 13 - EMPLOYEE BENEFITS AND SICK LEAVE

- (a) The City shall pay 100% of the premiums for Extended Health and Dental Plans equal to or better than that provided by Great- West 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.

In lieu of access to the above health and dental plan, the City shall reimburse seasonal and casual employees \$90.00 per month when they purchase their own benefits.

Employees shall pay 100% of the premiums for Dependent Life Insurance (if applicable), Long-Term Disability Insurance, and a 17-week Short-Term Disability Insurance plan.

Employer shall pay 100% of the premiums for Life Insurance and Accidental Death & Dismemberment.

- (b) The Employees shall pay 100% of the premiums for Vision Coverage provided by Great-West 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.
- (c) In addition to the above and as a condition of employment, all full-time employees shall immediately enroll in the Saskatchewan Municipal Employees' Pension Plan (MEPP).
- (d) Full-time employees shall be allowed sick leave on the basis of one and one-quarter (1¼) days per month for short-term illness.
- (e) 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 (1¼) days per month and may utilize sick leave as earned up to a maximum of thirty (30) days.
- (f) 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 his duties for the period during which the claim was made.
- (g) 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 (1¼) days per month.
- (h) During the illness of a spouse, child, mother or father, an employee shall be allowed, after notifying his immediate Supervisor, to use up to five (5) of his earned sick leave days per year (as calculated above) to care for a family member (as defined above) who is ill. Upon written application to the City Manager 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.

For the purposes of clarifying this article regarding immediate family members the word Step shall be included when considering Mother, Father, or child.

- (i) All employees who are unable to report to work as scheduled shall, prior to the commencement of each shift, notify their immediate Supervisor of the reason for their absence except when reasonable extenuating circumstances prevent the employee from calling.
- (j) The City reserves the rights 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 - VACATIONS

- (a) Every employee shall be entitled to an annual vacation as set forth in The Statutes of the Province of Saskatchewan, being Chapter L-1, Revised Statutes of Saskatchewan, entitled *The Saskatchewan Employment Act*, and amendments thereto.
 - 1. Employees shall be entitled to three (3) week²-s' vacation leave with pay following the date of employment and thereafter up to the completion of their seventh year of service.
 - 2. Employees shall be entitled to four (4) week²-s' vacation leave with pay from the commencement of their eight year of service and thereafter up to the completion of their fifteenth year of service.
 - 3. Employees shall be entitled to five (5) week²-s' vacation leave with pay from the commencement of their sixteenth year of service and thereafter up to the completion of their twenty-eighth year of service.
 - 4. Employees shall be entitled to six (6) week²-s' vacation leave with pay from the commencement of their twenty-ninth year of service and thereafter.

Years of Service	Annual Vacation
1-7	3 weeks
8-15	4 weeks
16-28	5 weeks
29+	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 1st to December 31st in each calendar year on a pro-rated basis. The current year's holiday leave shall be completed no later than March 31st 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 City. **If the vacation is not used by March 31st and a request is made to be carried over, such request must be approved by the City Manager.**

ARTICLE 15 - BEREAVEMENT LEAVE

- (a) The City shall grant compassionate leave-of-absence with pay for not more than five (5) consecutive working days to any employee, except employees on lay off, in the case of death of a member of an employee's immediate family.
- (b) The leave mentioned in (a) must be taken within the period commencing one (1) week before and ending one week after the funeral relating to the death with respect to which the leave is granted.
- (c) Immediate family shall mean spouse, parent, grandparent, child, grandchild, brother or sister or the spouse of the brother or sister or the employee's spouse's parent, grandparent, child, grandchild, brother or sister or the spouse of the brother or sister.
- (d) Any employee who acts as a pallbearer shall be granted leave-of-absence with pay up to one (1) day.
- (e) 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.
- (f) An employee will not be entitled to compassionate leave for any day falling within the respective funeral period which is not a scheduled work day 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.

ARTICLE 16 - WORKER'S COMPENSATION

- (a)
 - i) 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 Worker's Compensation Act* shall be conditional upon the specific policies of the act upon payment of the full cost of benefits by the employee.
 - ii) An employee receiving worker's compensation will not be eligible for group benefits for any period exceeding twenty-four (24) months.
- (b) The City agrees that when an employee receives a minor injury during the course of and in the performance of his 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 Worker's Compensation Act*, the employee shall be entitled to be paid his regular salary by the City for the period not exceeding thirty (30) working

days and the employee shall assign to the City all compensation cheques issued to him by the Worker's Compensation Board in respect of such minor/short term injury.

For seasonal employees who do not have STD benefits, if the claim is denied through WCB, the employee will go on EI sick benefits and employer would have to recoup the costs from the first 30 days.

ARTICLE 17 - SENIORITY

- (a) Seniority shall be defined as an employee's period of continuous service with the City since their first date of hire (unless the employee has lost seniority and employment rights as per Article 17 (d) and shall be applicable bargaining unit wide.
- (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 to Full-time with no break of service in between than their seniority date shall be retroactive to their date of hire.
- (d) An employee's seniority and present employment rights shall be considered lost by reason of:
 - 1. Dismissal for just cause.
 - 2. Voluntary resignation.
 - 3. Failure to report for work on recall from layoff within five (5) working days of being notified in writing to his last known address to report for work.
 - 4. If an employee is absent for three (3) consecutive working days without notifying the City and furnishing an acceptable reason for the absence.
 - 5. If an employee is on layoff for a continuous period of twelve (12) months, except in the case of student employees who shall lose seniority if on layoff for a continuous period of seven (7) months.
- (e) Annual seniority lists shall be kept, posted and furnished to the Secretary of the Union by City Administration.
- (f) 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.

ARTICLE 18 - PROMOTIONS

- (a) 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.
- (b) Promotions or vacancies required to be filled within the scope of this Agreement shall be

filled on the basis of qualifications and ability, as determined by the City, and seniority. Qualifications and ability shall reasonably relate to the requirements of the work to be performed. Where qualifications and ability are comparable, the senior applicant will be selected.

- (c) (i) Employees who are transferred or promoted to a new position shall be in 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.
- (ii) 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 their former rate of pay.
- (d) Any employees who have moved positions as a result of the original promotion shall also revert to their original position and rate of pay.
- (e) 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 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.

- (f) That upon advanced notice department management may offer temporary assignments for vacation relief or term assignments to CUPE employees to oversee the administration of duties of the management position that is vacant.
 - i. 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 City 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.
 - ii. The successful candidate will have their wages adjusted to the entry level wage of the position available for the duration of the assignment.
 - iii. 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 conflict of interest to the employee upon resuming their original duties.
- iv. 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 – UNION ORIENTATION FOR NEW EMPLOYEES

As part of the New Employee Orientation process, the City 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.

ARTICLE 20 - LAY-OFF AND RE-HIRING

- (a) When it is necessary to reduce the number of employees in a Department, employees shall 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) If more employees are required for any position, the last person laid off, if available, shall be given preference of re-employment provided he possesses 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 referred to in Article 18(c), the employee so advanced shall be returned to the position from which he was advanced in preference to being laid off. Where such reduction in staff occurs after completion of the probationary period, normal seniority rights shall prevail.
- (c) Article 17 (a) and (b) shall apply to employees in permanent positions only. Casual employees shall be laid off first, followed by student employees, followed by seasonal employees.

ARTICLE 21- RESIGNATION

All full-time employees who wish to resign shall hand to their immediate Supervisor written notice two (2) weeks in advance, where possible, of their intention to do so.

ARTICLE 22 - GRIEVANCE PROCEDURE

- (a) Definition:

A grievance shall be defined as any difference or dispute between the Employer or any employee(s) regarding the interpretation, meaning, operations or applications of this Agreement.

- (b) All negotiations with respect to disputes and grievances shall be dealt with during regular working hours and no employee shall suffer any loss of pay for time spent in such negotiations. The number of Union Committee representatives who are entitled to remuneration under this clause shall not exceed two (2).
- (c) No grievance shall 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, or, should have come to the attention of the employee or employees concerned.
- (d) An earnest effort shall be made to settle a grievance in the following manner:
- (e) Grievances regarding lay-off and termination may be initiated at the second stage of the grievance procedure.

First Step - Grievance to Immediate 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 Supervisor concerned within ten (10) working days of discovery of the cause for complaint. The Steward, Union Officer or Grievance Committee Member may be accompanied by the aggrieved if the latter so wishes. The immediate Supervisor shall give a decision verbally within ten (10) working days.

Second Step - Grievance to Department Head

The Steward, Officer or Grievance Committee Member 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 Supervisor. The Department Head or the designate shall discuss the grievance with the Steward, Officer or Grievance Committee Member within ten (10) working days of receipt of the grievance and shall render a written decision within ten (10) working days of the discussion.

Third Step - Grievance to City Manager

Failing satisfactory resolution in Step Two hereof, the Union may within ten (10) working days of receipt of the decision of the Department Head forward the grievance to the City Manager. The City Manager shall arrange for a meeting with the Union within ten (10) working days of receipt of the grievance. The City Manager shall give his decision within ten (10) working days of the meeting.

Fourth Step - Referral to Arbitration

Failing satisfactory settlement of the grievance in Step Three hereof, the matter may be referred to Arbitration by either party within ten (10) working days, provided that if it is not so referred, the grievance shall be deemed to have been settled.

(f) Time Limits

- i) If the employee's 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.
- iii) The time limits set out above may be extended by the consent of both parties.

(g) 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 23 - ARBITRATION

- (a) The arbitration procedure shall extend only to the interpretation, meaning, operations or applications of this Agreement.
- (b) Where a grievance is referred to arbitration, the parties shall within thirty (30) days, firstly attempt to agree to a single Arbitrator. 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:
 - (c)
 - i) Within ten (10) working days of failure to agree to a single Arbitrator, the Union shall notify the City of the name of its representative on the Arbitration Board. The City shall within ten (10) working days of the date of such notification name its representative.
 - ii) These two (2) members shall meet and endeavour to agree on a Chairperson for the Board. In the event that they cannot agree on a Chairperson within fifteen (15) working days, they shall select one (1) name from a list of arbitrators. The list of arbitrators must be agreed to by both parties at the renewal of this collective agreement. The names of the arbitrators shall be placed in a hat with one (1) name drawn and utilized. The list of arbitrators agreed upon and to be used in rotation as per 23 (b) are to be determined in a letter of Understanding (LOU).
 - iii) No person who has been discharged from employment with the City and no member of City Council shall be appointed to the Arbitration Board.
- (d) Each of the parties shall bear the expense of the Arbitrator appointed by it and the parties will equally bear the expense of the Chairperson of the Arbitration Board.

- (e) Each of the parties shall be responsible for the cost of its witnesses in accordance with the arrangements it has made with its witnesses.
- (f) After the Arbitration Board has been selected by the foregoing procedure, it 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.
- (g) 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.
- (h) The Board of Arbitration shall not deal with more than one (1) grievance without the mutual consent of the City and the Union.
- (i) The decision of the majority of the Board shall be final and binding on both parties.

ARTICLE 24- JURY LEAVE

An employee who is required to perform jury duty on a day on which he would normally have worked will be reimbursed by the City for the difference between the pay received for jury duty and his regular straight time hourly rate of pay for his 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.

ARTICLE 25 - REST PERIODS

All employees shall be permitted one (1) fifteen (15) minute rest period to be taken during each half (1/2) of a daily shift with both parties giving consideration to the efficient operation of the City. Employees must remain at the work site unless permission is obtained by the immediate Supervisor or the Charge Hand to have a scheduled rest period at a designated site.

ARTICLE 26 - RETROACTIVE CONDITIONS

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.



Employees who resign from employment with the City and those whose employment is terminated for cause and who are not subsequently reinstated through the grievance and arbitration process shall not be entitled to the retroactive conditions of a revised Collective Agreement. Employees who may be reinstated through the grievance/arbitration procedure may be entitled to the retroactive conditions of this Agreement.

ARTICLE 27 - LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall 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 shall 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.

ARTICLE 28 - BULLETIN BOARD

The City agrees to provide space that is readily accessible where Union notices of interest to employees may be posted.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall become effective as of the 1st day of January 2019 and shall continue in full force until the 31st day of December 2024 and shall renew itself from year to year, without change, until revised or not less than Sixty (60) days nor more than One hundred and 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.

ARTICLE 30 - NO STRIKE, NO LOCKOUT

The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work or any withdrawal of normally provided services and the City agrees that during the life of this Agreement there will be no lock outs.

ARTICLE 31 – IN-SCOPE JOB FACT SHEETS

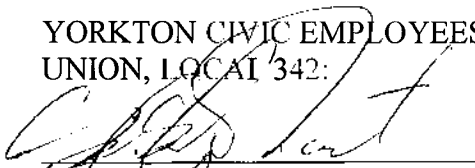
The Employer will prepare job fact sheets for all classifications in Schedule “A”. These job fact sheets will be available for the Union or any employee. The employer agrees to consult with the Union when proposing new in-scope Job Fact Sheets or amending existing Job Fact Sheets.

ARTICLE 32 – PERSONAL PROTECTIVE EQUIPMENT

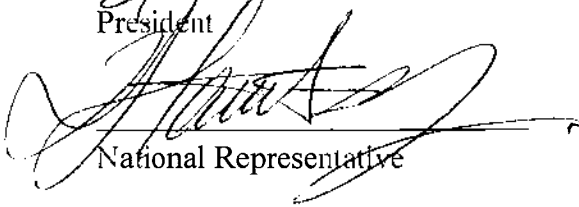
- (a) Employees assigned to cleaning sewer with mechanical cleaners (no more than four (4) hours per employee per eight (8) hour shift), operating an oiler for street oiling, and actually cleaning out cells at the Sewage Treatment Plant and working in trenches, will receive coveralls, which will be supplied by and maintained by the City.
- (b) The Employer shall reimburse up to a maximum of \$200.00 toward the purchase of prescription safety glasses per employee every three (3) calendar years.
- (c) A Boot allocation of \$200.00 for each full-time employee and \$150.00 for each seasonal and part-time employee. Environmental Services full-time employees will receive \$300.00 every year. The boot allocation shall be paid out annually on the closest pay period to April 1st for full time staff, and on the first pay period for seasonal staff. The City and the Union agree that any employee reporting to work without appropriate safety foot wear shall be sent home without pay.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 18th day of December, A.D. 2019.

YORKTON CIVIC EMPLOYEES
UNION, LOCAL 342:




President

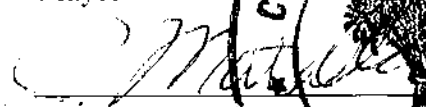


National Representative


CITY OF YORKTON:



Mayor



City Clerk



The seal of the City of Yorkton, Saskatchewan, is circular. It features a central tree with a star above it. The words "CITY OF YORKTON" are written in a circle around the top, and "SASKATCHEWAN" is written around the bottom.

SCHEDULE
"A"

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

<u>I. PUBLIC WORKS</u>	2020	2021	2022	2023	2024
Labourer	\$ 23.21	\$ 23.42	\$ 23.63	\$ 23.84	\$ 24.27
Stores Assistant; Operator B	\$ 24.39	\$ 24.61	\$ 24.83	\$ 25.05	\$ 25.50
Operator A	\$ 25.76	\$ 26.22	\$ 26.69	\$ 27.17	\$ 27.66
Operator A-1	\$ 28.35	\$ 28.86	\$ 29.38	\$ 29.91	\$ 30.45
Journeyman Trades	\$ 29.26	\$ 30.00	\$ 30.75	\$ 32.09	\$ 32.67
Journeyman Mechanic	\$ 30.42	\$ 30.97	\$ 31.52	\$ 32.09	\$ 32.67
Operator A-1 & Water Distribution Class III	\$ 30.71	\$ 31.28	\$ 31.85	\$ 32.44	\$ 33.03
<u>II. ENVIRONMENTAL SERVICES</u>					
Technical Assistant	\$ 17.65	\$ 17.97	\$ 18.29	\$ 18.62	\$ 18.96
Uncertified Operator	\$ 23.21	\$ 23.42	\$ 23.63	\$ 23.84	\$ 24.27
Water & Sewer Treatment Class I Operator; Water Distribution Class I Operator	\$ 24.39	\$ 24.61	\$ 24.83	\$ 25.05	\$ 25.50
Water & Sewer Treatment Class II Operator; Water Distribution Class II Operator	\$ 25.76	\$ 26.22	\$ 26.69	\$ 27.17	\$ 27.66
Water & Sewer Treatment Class III Operator; Water Distribution Class III Operator	\$ 30.42	\$ 30.97	\$ 31.52	\$ 32.09	\$ 32.67
Water & Sewer Treatment Class IV Operator	\$ 35.77	\$ 36.45	\$ 37.14	\$ 37.84	\$ 38.53
<u>III. COMMUNITY DEVELOPMENT, PARKS & RECREATION (CDPR)</u>					
Parks Student	\$ 15.23	\$ 15.50	\$ 15.78	\$ 16.07	\$ 16.36
Parks Technician I	\$ 22.52	\$ 22.92	\$ 23.34	\$ 23.84	\$ 24.27
Parks Technician II	\$ 23.80	\$ 24.20	\$ 24.61	\$ 25.05	\$ 25.50
Parks Technician III	\$ 25.15	\$ 25.66	\$ 26.17	\$ 27.17	\$ 27.66
Parks Technician IV	\$ 27.04	\$ 27.85	\$ 28.68	\$ 29.91	\$ 30.45
<u>IV. GALLAGHER CENTRE</u>					
Facility Attendants	\$ 17.46	\$ 17.77	\$ 18.09	\$ 18.42	\$ 18.75
Building Technician I	\$ 22.52	\$ 22.92	\$ 23.34	\$ 23.84	\$ 24.27
Building Technician II; Lead Facility Attendant	\$ 23.80	\$ 24.20	\$ 24.61	\$ 25.05	\$ 25.50
Building Technician III	\$ 25.15	\$ 25.66	\$ 26.17	\$ 27.17	\$ 27.66
Building Technician IV	\$ 27.04	\$ 27.85	\$ 28.68	\$ 29.91	\$ 30.45

*NOTE: In addition to the above in the case where a Department Head appoints a Charge Hand, that individual shall receive \$3.45 per hour while acting in the capacity

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**Letter of Understanding
Between
Canadian Union of Public Employees, Local 342
And
City of Yorkton**

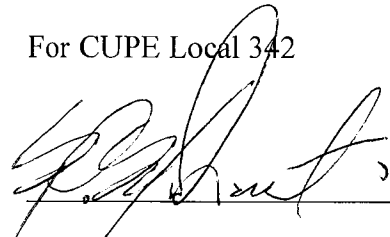
RE: Labour Management Committee

Within 3 months of ratification of the Collective Agreement:

1. The Employer and Union will schedule a Labour Management Committee Meeting as per Article 27 of the collective agreement.
2. The committee will consist of 1 union representative from each department, quorum being not less than 2 reps from each party. The employees who attend will do so with no loss of pay.
3. As initial agenda items;
 - a) The employer will provide information for employees that will aid them in their understanding of the Schedule A, and the educational requirements to progress their career with the City of Yorkton.
 - b) The employer will provide a list of all training and/or courses that are required but have not been provided to employees since January 1st, 2016
 - c) Gallagher Centre Scheduling (2 consecutive days off)
4. As a regular agenda item in the Labour Management Committee meeting, the Employer will review and discuss where necessary with the union, training courses that are required, and available to access for future advancement.
5. This Letter of Understanding shall remain separate from the Collective Bargaining Agreement and shall be in effect until December 31, 2024.


Dated this 18th day of December, 2019 in Yorkton, Saskatchewan.

For CUPE Local 342



Mitch Mohart
President

For the City of Yorkton



Gord Kennedy
Director of HR