



AGREEMENT

BETWEEN

**THE RESORT VILLAGE OF
CANDLE LAKE**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4838 / LOCAL 5518**

January 1, 2023 – December 31, 2026

TABLE OF CONTENTS

PURPOSE	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – RECOGNITION AND REPRESENTATION	2
ARTICLE 3 – SCOPE.....	3
ARTICLE 4 – MANAGEMENT RIGHTS.....	3
ARTICLE 5 – UNION SECURITY.....	3
ARTICLE 6 – DUES CHECK OFF	5
ARTICLE 7 – JOB CLASSIFICATIONS	6
ARTICLE 8 – SENIORITY	6
ARTICLE 9 – LAY OFF AND RECALL	8
ARTICLE 10 – JOB POSTINGS AND PROMOTIONS.....	9
ARTICLE 11 – SAFETY AND HEALTH.....	10
ARTICLE 12 – NO STRIKE OR LOCKOUT	11
ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 14 – LEAVE OF ABSENCE	13
ARTICLE 15 – BEREAVEMENT LEAVE.....	14
ARTICLE 16 – PARENTAL, MATERNITY, ADOPTION LEAVE	15
ARTICLE 17 – PUBLIC HOLIDAYS	16
ARTICLE 18 – VACATION PAY	17
ARTICLE 19 – HOURS OF WORK AND OVERTIME	18
ARTICLE 20 – BULLETIN BOARDS	20
ARTICLE 21 – OPERATOR'S LICENSES AND INSURANCE.....	20
ARTICLE 22 – NO DISCRIMINATION	21
ARTICLE 23 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS.....	27
ARTICLE 24 – SICK LEAVE	30
ARTICLE 25 – CLOTHING ALLOWANCE.....	31
ARTICLE 26 – GROUP BENEFITS	31
ARTICLE 27 – PENSION BENEFITS.....	32
ARTICLE 28 – RETIREMENT BENEFIT	32
ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM.....	32

ARTICLE 30 – DURATION OF THE AGREEMENT 32

ARTICLE 31 – PREVIOUS AGREEMENTS 33

ARTICLE 32 - COST OF LIVING ADJUSTMENTS 33

JOB CLASSIFICATIONS 34

SCHEDULE "A" – WAGES – JANUARY 1, 2023 36

APPENDIX "A" – INCENTIVE PLAN..... 37

SIGNING PAGE..... 38

THIS AGREEMENT ENTERED INTO BETWEEN

THE RESORT VILLAGE OF CANDLE LAKE

in the Province of Saskatchewan

Hereinafter called the "Employer" of the First Part

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 4838 / LOCAL 5518

Hereinafter called the "Union" of the Second Part

PURPOSE

Whereas the parties agree that it is mutually beneficial and desirable to arrange and maintain fair and equitable earnings, employment standards, wage rates and working conditions to obtain efficient operations, to protect the safety and health of employees, and provide processes for the resolution of disputes which may arise between the parties hereto from time to time, to promote the morale, wellbeing and security of employees, therefore, the Employer and the Union agree as follows:

ARTICLE 1 – DEFINITIONS

- 1.01 "Full-Time Employee" means an employee who has been assigned to a position which is recognized as a permanent position and who has successfully completed the probationary period provided in Article 8 of this Agreement and is working either eight (8) or ten (10) hour shifts with a forty (40) hour work week.
- 1.02 "Temporary Employee" means any employee who is hired into a position which has a fixed term and is temporary in nature.
- 1.03 "Seasonal Employee" means an employee who is hired into a position which is seasonal in nature and is subject to layoff and recall. Term will be set out in a letter of employment and a copy sent to the Union.
- 1.04 "Part-Time Employee" means any employee other than a Casual Employee who is employed less than eight (8) hours per day or less than forty (40) hours per week and who is employed on a regular and recurring basis.

- 1.05 "Casual Employee" means any person who is employed by the Employer for casual work to augment the regular work force and who does not work a regular and recurring schedule.
- 1.06 "Permanent Employee" means an employee that holds a position that does not have a predetermined end date.

ARTICLE 2 – RECOGNITION AND REPRESENTATION

- 2.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees covered by this Agreement.
- 2.02 The Union recognizes the responsibility of its members to perform their respective duties for the Employer, and at all times to carry out their individual responsibilities according to the regulations, methods and procedures established by the Employer.
- 2.03 Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 2.04 **All correspondence between the CAO and the President of the Union and Secretary may be provided in "hard copy" or by "email".**
- 2.05 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the Employer.

2.06 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

b) New Employees

On commencing employment in a position within the Bargaining Unit, the employee's immediate supervisor or another representative of the Employer will introduce the new employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of Union membership. A maximum of five (5) minutes will be allowed

for this purpose within regular working hours and without loss of pay for either employee.

ARTICLE 3 – SCOPE

- 3.01 This Agreement shall cover all employees employed by the Employer as per **Article 6.1(1)(h) of *The Saskatchewan Employment Act***, except the **Chief Administrative Officer, Assistant Chief Administrative Officer/Finance Manager, Executive Assistant/Office Manager, Operations Manager, Planning & Development Manager, Fire Chief/Emergency Services Manager and Recreation & Community Development Manager.**

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 It is the right of the Employer to direct the working force and manage its operations in all respects, subject to the terms of this Agreement.

ARTICLE 5 – UNION SECURITY

5.01 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

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

5.03 Work of the Bargaining Unit

Persons employed by the Resort Village whose jobs are not in the Bargaining Unit shall not displace a worker on any job which is included in the Bargaining Unit, except in the cases mutually agreed upon by the Union and the Resort Village.

Seasonal employees who are scheduled to return at a set time are still considered part of the Bargaining Unit. The manager may only operate equipment if no other employee from the Bargaining Unit is available. The manager will not be obligated to recall for a single (unforeseen) incident. Work that can reasonably wait or planned for a later date shall be given to employees of the Bargaining Unit who are waiting for recall work.

Bargaining Unit members waiting to be recalled will give contact information if they want to be called in (casual) from time to time while on lay-off.

The Employer has no intention of displacing its employees or avoiding recalling workers in any way. The intention is to only proceed with operations of the Village in an efficient, fair manner.

5.04 Contracting Out

The Employer agrees that there shall be no reduction in the number of Bargaining Unit members, no employees shall be laid off, fail to be called back by the Employer, or have their hours of work reduced as a result of contracting out work or soliciting the help of volunteers.

5.05 Use of Volunteers

Nothing in the foregoing shall be deemed to prohibit the Employer from using volunteers provided the volunteers do not perform Bargaining Unit work and shall not displace any Bargaining Unit members.

5.06 Notification

i) Correspondence

All correspondence pursuant to this Agreement shall be between the CAO and the President of the Union and Secretary, and may be provided in "hard copy" or by "e-mail".

5.07 Union Representatives

The Union shall supply the Employer with a list of the names and contact information of their local officers and National Representative or designates and update the list whenever changes occur. It is understood that CUPE staff seeking to meet with the Employer will do so by appointment. Local officers or CUPE staff wishing to meet with employees during working hours will do so following consultation with the CAO or appropriate manager to ensure any potential impact on the business is minimized.

5.08 New Employees – Introduction to President or Designate

Within thirty (30) days of commencement of employment, the employee's immediate Supervisor shall introduce the new employee to a Union President or designate. The President or designate or representative will provide the employee with a copy of the Collective Agreement so provided by the Union.

ARTICLE 6 – DUES CHECK OFF

- 6.01 Upon receipt of a written request from any employee, the Employer shall deduct and pay in periodic payments out of the wages due to the employee, to the person designated by the Union to receive the same, the Union dues, assessments and initiation fees, and the Employer shall furnish to the Union a written list of the employees from whom such deductions have been made and the amounts deducted.

Union Dues Deduction and Remittance

a) Dues Supporting Documentation

Along with the deductions, the Employer will provide:

- i. A completed Union dues remittance form, supplied by the Union, and**
- ii. 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.

b) Dues Authorization

The Union shall furnish the Employer with "Dues Authorization" cards and "Application for Membership" cards. The Employer agrees to have all new employees sign the "Dues Authorization" and "Application for Membership" cards within thirty (30) working days of commencement of employment.

- 6.02 The Union shall furnish the Employer in writing the amount to be deducted from such employees who have authorized such deductions not less than thirty (30) days before the effective date.

6.03 **T-4 Slip**

The Employer will report the yearly number of dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

- 6.04 **The Employer agrees to notify the Union of any change in the employment of Bargaining Unit members not later than the fifteenth (15th) day of the month following the date the change takes effect.**

ARTICLE 7 – JOB CLASSIFICATIONS

- 7.01 The Employer agrees to pay all employees covered by this Agreement the wages set out in Schedule "A" attached hereto and forming part of this Agreement.
- 7.02 The Union acknowledges the need for flexibility requiring employees to perform services outside of their job classification in order to ensure efficient operations.
- 7.03 Employees assigned by the Employer to perform the duties of a higher classification shall be paid an additional one dollar (\$1.00) for every hour worked. If the position is for a continuous period of two (2) working days or more they shall be paid at the rate in the higher classification and receive an increase of pay for all time so assigned retroactively. An employee temporarily assigned to perform duties of a lower paid classification or position shall not suffer any reduction in earnings.
- 7.04 **Employees approved to use their personal cell phones for business purposes on behalf of the Resort Village of Candle Lake will do so in accordance with the Bring Your Own Device Policy. Approved employees shall apply for reimbursement of the business expenses associated with the use of their personal device in December of each year based on a rate of fifty dollars (\$50) for each month of use up to a maximum reimbursement of six hundred dollars (\$600) annually. It is understood that should the Employer provide the employee with an Employer-owned device, this provision will be discontinued.**

ARTICLE 8 – SENIORITY

- 8.01 a) Seniority shall be established on the basis of an employee's service with the Resort Village of Candle Lake, calculated from the date upon which the employee last commenced employment with the Employer.
- b) A new employee shall be on probation for a combined working period of six (6) months or nine hundred and sixty (960) working hours whichever comes first, exclusive of lay off. Upon completion of the combined period, seniority shall be

established retroactive to the date on which the employee last entered service of the Employer.

- c) If an employee is absent from work because of sickness, accident or leave of absence approved by the Employer, the employee shall retain their seniority and accumulate seniority for a maximum of thirty (30) calendar days during the absence, subject to Article 8.03 and Legislation.

8.02 During the probationary period, employees may be terminated for general unsuitability.

8.03 Seniority of an employee shall be broken when:

- a) An employee is dismissed;
- b) An employee voluntarily leaves employment with the Employer;
- c) An employee fails to report to work after termination of a leave of absence;
- d) An employee fails to report for work on recall after lay off, as required by the provisions of Article 9 of this Agreement;
- e) An employee has been continually laid off due to lack of work for a period of twelve (12) months.

8.04 The Employer will maintain a seniority list showing the accumulated seniority of each employee. Any employee may request information from the Employer relative to **their** own seniority. On request, the President or Secretary-Treasurer of the Union will be supplied with a copy of the seniority list.

8.05 Seniority While Outside Bargaining Unit

- a) **No employee will be forced to take any position outside of the Bargaining Unit. An employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the Bargaining Unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19. Upon return to the Bargaining Unit, the employee will be returned to their former position.**
- b) **In addition, any other job position changes to any other Bargaining Unit member will also revert back to their original positions. Upon return to the Bargaining Unit, the employee's seniority date will be adjusted by the number of weeks the employee is in the excluded position. During this period of leave,**

the employee will continue to pay Union dues based on the rate of pay in the new position.

8.06 Transfer from Full-Time to Part-Time

If an employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1820 hours paid.

ARTICLE 9 – LAY OFF AND RECALL

9.01 Both parties recognize the importance of job security; therefore, when reducing staff or recalling laid off employees, seniority by classification, then seniority in the bargaining unit shall prevail, provided the employee exercising the right possesses the necessary seniority, qualifications and ability. Qualifications may be met by training, or experience deemed to be equivalent. Alternative position reassignment shall be without loss of pay.

9.02 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

9.03 When the Employer recalls an employee who has been laid off, **the Employer** shall notify such employee by **sending an email to the email address the employee has provided to the Employer, or texting or making a phone call to the cell phone number the employee has provided to the Employer.** The employee concerned must notify the Employer within **five (5)** working days of the **recall** of their acceptance or refusal of the **recall**.

9.04 Except for just cause other than shortage of work, the Employer shall not discharge or lay off any employee who has been in its service for at least three (3) months without giving that employee at least the following notice or pay in lieu thereof:

- a) One (1) week written notice or pay in lieu of notice if **the employee's** period of employment is less than one (1) year;
- b) Two (2) weeks' written notice or pay in lieu of notice if **the employee's** period of employment is one (1) year or more but less than three (3) years;
- c) Four (4) weeks' written notice or pay in lieu of notice if **the employee's** period of employment is three (3) years or more but less than five (5) years;

- d) Six (6) weeks' written notice or pay in lieu of notice if **the employee's** period of employment is five (5) years or more but less than ten (10) years;
- e) Eight (8) weeks' written notice or pay in lieu of notice if **the employee's** period of employment is ten (10) years or more.

ARTICLE 10 – JOB POSTINGS AND PROMOTIONS

10.01 All vacancies 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 application for such vacancy. Such notice shall contain the following information:

- a) Nature of position;
- b) Required qualifications;
- c) Shift including normal hours which may be subject to change;
- d) Wages or salary rate or the range;
- e) Date of commencement of the position.

Job Postings

When a vacancy occurs or a new position is created within the Bargaining Unit, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union. The position will be posted for a period of ten (10) working days so that interested employees can apply. The Employer may post this position externally at the same time with preference given to internal applicants who meet the requirements of the job.

10.02 Appointment of Applicant

Within five (5) days of awarding the position, the name of the selected applicant will be posted on designated bulletin boards for a minimum of five (5) calendar days. A copy of such posting shall be mailed to the Union.

In making staff changes, transfers or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the Bargaining Unit will be made within three (3) weeks of posting.

10.03 Commencement of Job

An employee selected from the posting procedure shall commence the job within four (4) weeks after the closing date of the posting unless mutually agreed otherwise.

10.04 Promotions to posted positions within the scope of this Agreement shall be awarded to the senior applicant with the ability and qualifications to perform the work satisfactorily. Where a senior employee does not have required qualifications, training may be provided. When there is no internal applicant with required qualifications, the Employer may hire from any source.

10.05 Any employee transferred or promoted to a new position shall be on a trial period of four (4) months. If the employee is required by the Employer, or chooses to revert to **their** former position during this period, they shall receive their former rate of pay and retain their seniority.

10.06 The rate of pay for new classifications within the scope of this agreement, or for existing classifications which have been reclassified shall be negotiated by the parties hereto. Notwithstanding the above, the Employer retains the right to set a temporary rate of pay and to post and fill the position temporarily, pending the completion of the above requirement.

10.07 New Position/Reclassification

When a new position is created, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory.

ARTICLE 11 – SAFETY AND HEALTH

11.01 The Employer and the employees agree to comply with the current provisions of *The Saskatchewan Employment Act*.

11.02 Union Notification

All members of the Health and Safety Committee shall be notified, as promptly as possible, of any reported work-related accident(s), incident(s) or illness(s) that are work-related and require a Committee investigation. The purpose of this investigation is to find the causal and contributing factors of the accident, incident or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The member shall be a part of all aspects of the

investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity, incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the Committee.

ARTICLE 12 – NO STRIKE OR LOCKOUT

- 12.01 In view of the orderly procedures established in this Agreement for the settling of disputes and the handling of grievances, the parties agree that during the life of this Agreement, there shall be no strike by the Union or lockout by the Employer.**

ARTICLE 13 – GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01 A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this Agreement or a dispute regarding the appropriateness of any disciplinary action taken by the Employer.**
- 13.02 Any grievance submitted shall be in writing, signed, and shall specify the Article and Section alleged to have been violated, the circumstances and occurrence leading to the alleged violation and the redress or adjustment requested.**
- 13.03 No grievance shall be considered by either party which is not presented within fifteen (15) working days after the event or circumstances giving rise to the complaint came to the attention of, or should have come to the attention of Management/Union, as appropriate.**
- 13.04 Where a grievance does arise, the parties to this Agreement shall make an earnest attempt to resolve such differences through the following procedure. The Employer recognizes the right of an employee to be represented by the Union at any step of the grievance and arbitration procedure.**

STEP ONE

The aggrieved employee along with the Union shall present a grievance to the employee's immediate out of scope supervisor within the time limit provided in Article 13.03 above. If an adjustment satisfactory to the employee is not made within ten (10) clear working days of the time it is brought to the attention of the immediate supervisor, the grievance shall be processed as follows:

STEP TWO

Failing satisfactory adjustment within the time limit of STEP ONE, the Union may, within ten (10) clear working days, from the time the immediate supervisor gave **their** answer

or refused to give an answer, submit the grievance to the Resort Village Administrator. If an adjustment satisfactory to the Union/employee(s) concerned is not made within ten (10) working days of the time it is brought to the attention of the Resort Village Administrator, the grievance shall be processed as follows:

STEP THREE

Failing satisfactory adjustment within the time limit of STEP TWO, the Union may, within ten (10) working days but not thereafter, from the time the Resort Village Administrator gave **their** answer or refused to give an answer, submit a grievance to the Negotiating Committee of Council. The Committee shall investigate the circumstances, consider the grievance and give the employee, the Steward or the Grievance Committee a decision within ten (10) working days from the receipt of the grievance. The decision shall be in writing.

- 13.05 If satisfactory settlement is not reached in STEP THREE, either party may request arbitration provided the request is made in writing, within but not after twenty (20) working days of the decision of Step 3 unless an extension has been agreed to under the provisions of Article 13.09 below. The Board of Arbitration shall be established in accordance with the provisions of *The Saskatchewan Employment Act*.
- 13.06 The Board of Arbitration shall be established in accordance with the provisions of *The Saskatchewan Employment Act*.
- 13.07 The Arbitration Board shall not have jurisdiction to alter, add to, or subtract from this Agreement or to substitute any new provision in lieu thereof or to give any decision inconsistent with this Agreement or to deal with any matter not covered by this Agreement.
- 13.08 The decision of the Arbitration Board shall be final and binding on both parties. Each party shall bear the expenses of its Appointee and the Employer and the Union shall equally bear the fees and expenses of the Chairman.
- 13.09 The Union shall notify the Employer in writing of the selected Stewards and Grievance Committee and of any changes made therein.
- 13.10 The time limits set out in this Article may be extended only by the consent of both parties. Such consent must be confirmed in writing.
- 13.11 Employees duly appointed to the Grievance Committee and the grieving employee shall not suffer a loss of regular pay as a result of time spent in meeting with the Employer discussing grievances as defined in this Article.

13.12 Mediation

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

13.13 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs by the Union or Employer, or where a group of employees, Union or Employer has a grievance, Steps 1 and 2 of this Article must be followed. All grievances shall follow the steps within the grievance procedure.

13.14 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility. The Employer will also supply the necessary facilities for the grievance meetings.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 Seniority does not accumulate during leaves of absence without pay in excess of thirty (30) calendar days.
- 14.02 Insofar as the regular operations of the Employer permit, a maximum of two (2) designated employee(s) shall, upon not less than fourteen (14) days' notice, unless shorter notice can be accommodated by the Employer, be granted a leave of absence with pay to attend business meetings, schools, seminars and conventions in connection with Union affairs for a maximum of fifteen (15) working days cumulative in any year per Union member. All costs shall be reimbursed to the Employer by the Union.
- 14.03 Time spent by an employee required to serve as a Court witness in any matter arising out of employment shall be considered as time worked at the regular rate of pay, less any reimbursement from the court.
- 14.04 An unpaid leave of absence for personal reasons for up to one (1) year without loss of seniority may be granted to an employee at the discretion of the Employer insofar as the regular operations of the Employer will permit.
- 14.05 The parties agree that Maternity, Parental and Adoption leave will be provided in accordance with *The Saskatchewan Employment Act*.
- 14.06 The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror. The Employer shall pay such an employee the

difference between **their** normal earnings and the payment **the employee** receives for jury service. The employee will present proof of service and the amount of pay received.

14.07 Employees shall be granted time for federal, provincial or municipal governments in accordance with the terms of the relevant Elections Act.

14.08 Personal Days/Unavoidable Circumstances

- a) Employees shall be allowed three (3) personal days per year or twenty-four (24) hours, on approval of Department Head or Resort Village Administrator.
- b) Part-time and seasonal employees shall accrue personal leave hours on a prorated basis. Accrual will start at the beginning of their second consecutive year of employment.
- c) New hires will qualify to start accruing personal leave time once they have completed their probation.

14.09 Time Off For Union Meetings

The Employer agrees that the employees have the right to meet and discuss Union business. It is mutually agreed that five (5) hours per calendar year shall be allowed to attend Union meetings without loss of pay. The Union shall reimburse all costs to the Employer.

ARTICLE 15 – BEREAVEMENT LEAVE

15.01 An employee shall be granted leave without loss of pay and benefits:

- a) of up to five (5) working days in the event of the death of a spouse, mother, father, brother, sister, son, daughter, grandchildren or foster parent.
- b) of up to three (3) working days in the event of the death of a father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law.
- c) The Employer will grant an additional two (2) working days with pay to allow for travel time if the funeral or services are over three-hundred (300) kilometers from Candle Lake.
- d) In addition, the employee may request vacation or unpaid leave of absence as may be required for this purpose.

ARTICLE 16 – PARENTAL, MATERNITY, ADOPTION LEAVE

16.01 Parental, Maternity, Adoption leave shall be considered as a right. No employee shall be laid off or otherwise adversely affected in their employment because of pregnancy, adoption or birth of a child. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to an unborn child or to the pregnant employee, the employee shall be entitled to transfer to another position, provided they are capable of performing the work and satisfactory arrangements can be made with the Employer.

16.02 Length of Parental, Maternity, Adoption Leave

- a) Parental, Maternity, Adoption leave shall cover a period of up to fifty-two (52) weeks in total and may be taken at the employee's discretion before and or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of Parental, Maternity, Adoption leave is required for health reasons in parents or child, an extension up to a maximum of one (1) additional year shall be allowed.

At the request of the employee, the Employer shall grant a period of up to two (2) years unpaid Parental, Maternity, Adoption leave. During this period, full seniority shall accumulate.

- b) An employee shall be granted parental leave with pay for up to three (3) days for the purpose of:
 - i) To attend to the birth of the child;
 - ii) To be present when spouse and child return from the hospital;
 - iii) To be present at the hospital on the day following delivery if it falls on a workday; or
 - iv) A combination of a) and b) and c) totaling three (3) days

16.03 Seniority Status During Parental, Maternity, Adoption Leave

Employees shall continue to accumulate seniority while on Parental, Maternity, Adoption leave and shall retain their full employment status and rights.

16.04 Procedure Upon Return from Parental, Maternity, Adoption Leave

When employees decide to return to work after Parental, Maternity, Adoption leave, they shall provide the Employer with at least one (1) month notice. On return from

Parental, Maternity, Adoption **leave**, employees shall be returned placed at least in their former position.

16.05 Supplementary Employment Benefits

Provided they are in receipt of Federal Employment Insurance Benefits, women on maternity leave, or an employee who has declared to the Employer that they are the primary caregiver of the child, will receive the difference between Employment Insurance Benefits received and ninety-five **percent** (95%) of the employee's salary while on leave for a maximum of fifty-two (52) weeks, subject to the condition that the employee's earnings (EI earnings and any other source) cannot exceed one hundred **percent** (100%) of pre-leave earnings.

ARTICLE 17 – PUBLIC HOLIDAYS

17.01 The following days shall be considered holidays:

New Years Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Saskatchewan Day
Labour Day
Thanksgiving Day
Truth and Reconciliation Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a Statutory Holiday by the Provincial Government.

Employees shall be paid for such holidays in accordance with the provisions of *The Saskatchewan Employment Act*.

17.02 Should any employees be required to perform work on any of the holidays as outlined in Article 17.01, they shall receive in addition to the holiday pay, two (2) times their regular rate of pay for all such hours worked.

17.03 When a holiday or holidays as set out in 17.01 of this Article falls in any week, the work week shall be reduced by the number of hours to be observed in respect of such a week. Employees working in excess of the reduced hours of work for that week shall be paid in

addition to their regular rate of pay for that week, two (2) times their regular rate for all such hours worked.

ARTICLE 18 – VACATION PAY

18.01 Employees with less than one (1) year of continuous service shall be entitled to vacation pay on the basis of 3/52 of their gross earnings.

18.02 An employee shall accrue annual vacation credits on the following basis:

Vacation shall be accumulated and paid:

i)	During the first (1st) and subsequent years, including the third (3rd) year of continuous employment	earn fifteen (15) days off
ii)	During the fourth (4th) and subsequent years of continuous employment, including the tenth (10th) year of continuous employment	earn twenty (20) days off
iii)	During the eleventh (11th) and subsequent years of continuous employment, including the fifteenth (15th) year of continuous employment	earn twenty-five (25) days off
iv)	During the sixteenth (16th) and subsequent years of continuous employment, including the twentieth (20th) year of continuous employment	earn thirty (30) days off
v)	During the twenty first (21st) year and over of continuous years of employment	earn thirty-five (35) days off

18.03 Upon written request to the **their** Manager, employees **may** carry over up to **ten (10)** days of vacation **into the next year provided that they schedule their vacation time off with their Manager at the time of their request so that the vacation leave is booked and other employees seeking the same weeks can be advised that their request cannot be granted and appropriate provision can be made for relief coverage.**

18.04 Employees shall receive their vacation pay on a date not later than one (1) day previous to the date on which their vacations are scheduled to start provided that they have made a request for same at least one (1) week prior to the start of their vacation. The foregoing provision shall not apply to employees receiving vacation pay with their regular pay or if the Employer continues the pay throughout the vacation time.

18.05 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

18.06 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period of up to four (4) weeks in duration unless otherwise agreed. Employees wishing to exercise their seniority to book an unbroken period must do so in writing by March 31 each year.

18.07 Vacation Scheduling

As far as it is practicable, vacations will be granted at the time requested by the employee provided the employee has submitted their vacation request, in writing, to their immediate supervisor by April 1 in any vacation year. In the case of a dispute between employees regarding vacation periods requested, the employee with the most seniority shall be given preference. After April 1 each year, vacation shall be granted on a "first come" basis, subject to operational requirements. Employees shall be advised, within a reasonable time, whether their vacation request has been approved or not approved. After a vacation request of an employee has been approved by the Corporation, in writing, it shall only be changed by mutual agreement, which agreement shall not be unreasonably withheld.

ARTICLE 19 – HOURS OF WORK AND OVERTIME

- 19.01 The hours of work for full-time **outside** employees shall be forty (40) hours per week and eight (8) hours per day excluding the meal period as scheduled by the Employer. During the summer months, full-time **outside** employees shall work four (4) ten (10) hour shifts.**

The hours of work for inside employees (Administrative Assistants) shall be thirty-five (35) hours per week consisting of five (5) shifts of seven (7) consecutive hours, Monday to Friday between the hours of 8:30 a.m. and 4:30 p.m.

- 19.02 All authorized hours worked in excess of eight (8) hours per day or forty (40) hours per week by full-time **outside** employees and all authorized hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week by full-time Administrative Assistants shall be paid for at the rate of two (2) times the regular rate of pay. Overtime shall be offered to qualified employees on a rotating basis insofar as it is operationally efficient to do so.**

- 19.03 All employees shall receive two (2) consecutive days off in each week.
- 19.04 The nominal number of daily or weekly hours of work are stated for the purpose of calculating overtime and are not to be construed as a guarantee or as a maximum number of hours to be worked.
- 19.05 Employees shall be granted two (2) fifteen (15) minute rest periods in a **scheduled** shift. Such rest periods shall be arranged: one (1) approximately mid-way in the first four (4) hours of work and another approximately mid-way in the last four (4) hours of work.
- 19.06 Any employee reporting for work on scheduled shift, who was not advised no later than twelve (12) hours prior of the cancellation of the shift, shall be paid not less than three (3) hours pay at the employee's regular rate of pay. At the Employer's option, the employee may be required to perform any assigned duties during the three (3) hour period.
- 19.07 An employee who is called back to work overtime after completing their regular shift shall be paid at overtime rates for a minimum of two (2) hours.
- 19.08 Time in Lieu of Overtime Pay
- i) **Employees may choose to bank time off in lieu of overtime pay earned. Time will be banked at a rate of two (2) hours for every hour of overtime worked. The purpose of the bank is to allow employees to take paid time off at regular rates of pay at a later date without negatively impacting the operations or the budget of the RVCL. Employees choosing to bank time may carry over up to a maximum of forty (40) hours into the next year; however, all hours exceeding forty (40) hours must be scheduled by November 1 as time off to be taken between November 1 and April 30 annually. Any excess time in lieu not scheduled by November 1 will be paid to the employee in December.**
 - ii) Time off in lieu shall be taken with the approval of the immediate supervisor subject to operational requirements.

19.09 Stand-by (Weather and/or Emergency Conditions)

Employees who accept stand-by (on call) (i.e. immediately available by direct telephone contact) due to weather or emergency related conditions will receive three (3) hours of pay at their regular rate for each day on call. In the event of an actual call-out, the stand-by employee hours shall be paid double (2x) their regular rate of pay for a minimum of four (4) hours. Employees must be physically available and able to work if on call. Should an employee who is on stand-by be called and fail to report, the stand-by premium will not be paid.

19.10 Pay on Transfer, Lower Rated Job

When an employee is temporarily assigned to a position paying a lower rate, the employee's rate shall not be reduced subject to the transfer not being related to disciplinary action, accommodation or other transfer arrangement mutually agreeable to both parties.

19.11 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule 'A' attached hereto and forming part of this Agreement. On each pay, each employee will be provided with an itemized statement of their salary/wages, overtime and deductions.

ARTICLE 20 – BULLETIN BOARDS

- 20.01 The Employer shall provide a bulletin board which shall be placed so that all employees shall have ready access to them and upon which the Union shall have the right to post notices of meetings and such notices as may be of interest to employees, provided that no offensive or indecent material will be posted thereon.

ARTICLE 21 – OPERATOR'S LICENSES AND INSURANCE

- 21.01 All employees, who are required to operate motorized equipment shall be required to possess and maintain a valid Saskatchewan Operator's License with valid endorsements as may be required by Employer policy and/or Provincial law in order to maintain their employment. Employees shall be responsible for immediately advising the Employer of any restrictions placed on their operator's license and failure to do so will be deemed just cause for termination.
- 21.02 Should the Employer incur additional insurance costs due to the driving record of any employee who is required to operate motorized equipment, such additional costs shall be recovered from the employee by payroll deduction.
- 21.03 Instruction & Training

The Employer shall provide such information, instruction, training as necessary to ensure an employee's health and safety. All employees must have prior approval from the Employer before enrolling in any instruction or training.

- a) The Employer agrees that every employee shall have the opportunity to receive on-the-job training and qualify for promotion or transfer in the event of a

vacancy arising. Accordingly, employees shall be allowed opportunities to learn the work of higher or equal positions during working hours by working together with senior employees for temporary periods, without affecting the salary or pay of the employees concerned.

- b) The Employer agrees that whenever necessary, on-the-job training will be given as outlined above, to ensure that employees will have the proper instruction and knowledge to operate Village owned equipment necessary for the performance of their duties as determined by the Employer.
- c) The Employer agrees to pay all costs on behalf of the employees to take First Aid/Cardio-Pulmonary Resuscitation (CPR) training. Employees taking courses during their regular scheduled work day shall not suffer any loss of pay. If training occurs on an employee's day(s) off, employees shall be compensated at straight time pay.
- d) Certifications

The Employer agrees to provide training to employees necessary to perform their duties, for example, chainsaw, loader, grader, 3A, etc. and any other required certification at no cost to the employee(s) for up to two (2) attempts. If certification is not achieved after two (2) attempts, it will be the onus of the employee to cover any other costs related to certification.

ARTICLE 22 – NO DISCRIMINATION

- 22.01 The Employer and the Union agree that there shall be no discrimination, favouritism, interference, restriction or coercion exercised or practiced, whether intentional or not with respect to any employee in the matter of hiring, wage rates, training, up-grading, transfer, **lay off**, recall, discipline, classification, discharge or otherwise by reason of religion, creed, political belief, marital status, family status, sex, gender, sexual orientation, disability, age, colour, ancestry, nationality, place of origin, race or perceived race, receipt of public assistance, place of residence, nor by reason of their membership or activity in the Union.
- 22.02 The Employer shall endeavour to provide an employee unable through injury or illness to perform their normal duties with alternative suitable employment and if such employment is provided, the employee shall be paid at the rate of pay established for that function. Such employee shall not displace another permanent employee.

22.03 Respectful Workplace

The Employer and the Union are jointly committed to fostering positive working relationships and managing conflict in the workplace. Workplace conflict has the potential to escalate into discriminatory behaviours, harassment and bullying and affect the workplace and individual well-being. The environment must be free of behaviours such as discrimination, harassment, bullying, disruptive workplace conflict and disrespectful behaviour. Discrimination and harassment are unlawful and will not be tolerated. The Employer pledges its support to all employees experiencing workplace conflict or workplace harassment and will treat the matter in a confidential manner.

The principle of fair treatment is a fundamental one and both the Employer and the Union will not condone any improper behaviour on the part of any person which would jeopardize an employee's dignity and well-being or undermine work relationships or productivity. Complaints will be treated in a confidential manner.

The parties further agree that there shall be no harassment as defined in *The Saskatchewan Employment Act*. The Act prohibits harassment related to the following characteristics: race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin. The parties further agree that there shall be no harassment based on gender, place of residence or membership or activity in the Union.

Definitions

Although disrespectful behavior, disruptive workplace conflict, harassment and bullying can be defined, in practice they overlap. The following definitions, although not all inclusive, have been designed to accommodate the different concerns that may arise.

a) General Workplace Conflicts

General workplace conflict refers to conflict of a broad nature that impacts a person's ability to work productively and cooperatively. It is not conflict that falls into the categories of workplace harassment. Conflict in the workplace occurs for a variety of reasons, which can include:

- differences in working styles, communication styles, etc.
- differences regarding personal space, work spaces, etc.

A persistent conflict can often lead to an unhealthy and unproductive work environment for the individuals involved, and often those around them. Often, these conflicts can be avoided by early and open communication between the parties involved.

b) Disrespectful Behavior

Disrespectful behavior is improper behavior that is unwelcome and inappropriate in the workplace. It may happen once or continue over time. It may include:

- rude comments or swearing;
- actions that invade privacy or personal property or unwelcome gestures; or,
- display or distribution of printed material that offends.

c) Bullying

Bullying is when one individual, or party, socially degrades the victim, intentionally or unintentionally, which undermines a person's feeling of safety and/or self-worth, either for increasing their own self-comfort or for the enjoyment of others. Examples of bullying behavior include:

- name calling;
- humiliation;
- spreading of unfounded, misinformed, or malicious rumors which can damage people's reputations;
- causing social isolation;
- unfair applications of rules, guidelines, and processes, singling out an individual; or,
- withholding information required to do a job.

d) Harassment

The Saskatchewan Employment Act 2013, c.S-15.1, s.3-1 defines harassment as:

- (1) *"harassment" means any inappropriate conduct, comment, display, action or gesture by a person: (i) that either: (A) is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or place of origin; or (B) subject to subsections (4) and (5), adversely affects the worker's psychological or physical well-being and that the person knows or ought reasonably to know would cause a worker to be humiliated or intimidated; and (ii) that constitutes a threat to the health or safety of the worker;*
- (4) *To constitute harassment for the purposes of paragraph (1)(i)(B), either of the following must be established: (a) repeated conduct, comments,*

displays, actions or gestures; (b) a single, serious occurrence of conduct, or a single, serious comment, display, action or gesture, that has a lasting, harmful effect on the worker.

- (5) *For the purposes of paragraph (1)(l)(i)(B), harassment does not include any reasonable action that is taken by an employer, or a manager or supervisor employed or engaged by an employer, relating to the management and direction of the employer's workers or the place of employment.*

The following types of conduct or comments, whether written, verbal, or visual (including electronic communication) are considered workplace harassment and are unacceptable: Discrimination (as defined in Article 21.01), Sexual Harassment, Personal Harassment, and Retaliation.

i) Sexual Harassment

Sexual harassment can be defined as one or a series of incidents involving unwanted and unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.

Examples of sexual harassment include:

- sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
- leering, staring, gesturing of a sexual nature;
- the display of pictures, cartoons, sayings of a sexual nature that present the subject stereotypically or in a degrading manner;
- sexually degrading words used to describe a person;
- drawing attention to a person's gender and having the effect of undermining the person's role in a professional and business environment;
- derogatory or degrading remarks directed towards members of one gender or one sexual orientation;
- sexually suggestive or obscene comments or gestures;
- unwelcome sexual flirtations, advances or propositions, including repeated unwelcome invitations to socialize;
- unwelcome inquiries or comments about a person's sex life;
- persistent unwanted contact or attention after the end of a consensual relationship;
- requests for sexual favors;

- unwanted touching;
- verbal abuse or threats; or,
- sexual assault.

ii) Personal Harassment and Lateral Violence:

Personal Harassment in the workplace is a breach of the implied term of the employment relationship that an Employer will provide its employees with an environment that is civil, decent and respectful. Personal harassment is any objectionable conduct that:

- a reasonable person would consider unwelcome;
- results in the recipient feeling intimidated, humiliated or embarrassed; or,
- negatively affects work performance, and creates a hostile work environment.

Examples of harassment include:

- verbal abuse;
- actions such as touching or pushing;
- comments such as posters and cartoons;
- abuses of power such as threats or coercion;
- actions that are intimidating, threatening or coercive;
- swearing, yelling, screaming;
- patronizing and insulting remarks, e.g. regarding an employee's intelligence;
- berating an individual publicly;
- deliberate conduct to humiliate, demean or degrade someone;
- continuous threats of unwarranted discipline or loss of job; or,
- intimidating gestures such as slamming doors, throwing objects.

Lateral Violence:

Lateral violence is assertion of power through aggression and/or displaced violence directed against one's peers. It may be either perpetual, persistent or may be a serious single incident. Lateral violence is objectionable conduct that:

- a person would reasonably consider to be unwelcome;
- creates a risk to a worker's psychological or physical well-being; or,
- causes a worker substantial distress; or,
- results in an employee's humiliation or intimidation.

iii) Retaliation:

Retaliation is any action taken against an individual in retaliation for:

- having invoked this article whether on behalf of oneself or another individual;
- having participated or cooperated in any investigation under this article;
- having been associated with a person who has invoked this article;
- **having** participated in these procedures.

It may be a single incident or continue over time.

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

22.04 Resolving Respectful Workplace Violations

1. Introduction

In efforts to promote a harmonious and respectful workplace, every effort will be made to respectfully and mutually resolve any conflicts which may arise in an effective, timely and confidential manner. At any time, all individuals shall have the right to file a grievance.

2. Process

If Article 22.03 has been violated, the following will apply:

Step 1 – Resolving the Problem on Your Own

Keeping in mind the principles of a respectful workplace, attempt to resolve the problem directly with the other party by:

- raising the issue with the other party in a timely manner;
- discussing the problem with them openly in an attempt to resolve the issue; or,
- asking them to stop the offending behavior.

If for any reason, you are unable to approach the other person, or after approaching them, you do not feel the problem has been resolved, proceed to Step 2.

Step 2 – Problem Solving

Report the issue to the Employer. You may request the help of a Union Representative if you wish. As soon as possible, the Employer will conduct an assessment and attempt to resolve the issues. If unresolved, proceed to Step 3.

If the issue involves the Employer, omit this step and proceed to Step 3.

Step 3 – Resolution of the Issue

The Employer or the Union Representative or the employee shall report the issue to Village Administrator. The Village Administrator shall attempt to resolve the issue and may choose to involve an independent third party to assist in the resolution process.

3. Communications and Follow-up

The Employer will inform all parties of the progress of the issue during the course of its resolution. When the matter is resolved, the Employer will notify the parties of its resolution as soon as possible and quickly follow up with action required to restore and maintain a respectful workplace.

ARTICLE 23 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

23.01 Presence of a Union Representative

The Employer shall inform the employee that they have the right to Union representation prior to any discipline, warnings or informational meetings. If the employee chooses not to have Union representation and if a disciplinary action occurs that will become part of their disciplinary record, that employee has the right to have the Employer inform a Union official of the occurrence of the discipline at the earliest possible time.

23.02 Documentation

It is also agreed that in cases of discipline, in subsequent proceedings or arbitration hearings, evidence shall be limited to the grounds stated in the written discharge or discipline notice to the employee and the Union. The Union and the employee shall receive reasonable notice of any meeting related to an employee's conduct. The notice

provided shall include information pertaining to the purpose of the meeting. The Union representative shall be given a reasonable opportunity to meet with the employee with no loss of pay or benefits prior to the employee's scheduled meeting with the Employer.

When an employee is reprimanded, suspended or dismissed, the Employer shall advise the employee in writing of the reasons for the action taken with the exception of dismissal, **and** corrective measures are to be taken within a reasonable time line. Both parties shall witness and sign all corrective documentation. All progressive discipline may remain in the employee's file for the time frame outlined below and a copy shall be submitted to the Union at that time. If the employee concerned wishes to respond, they may do so in writing and such response will become part of the documentation. At the employee's request, a copy of their response shall be forwarded to the Union.

Provided there has been no further discipline, documentation of disciplinary action shall be removed from the employee's file:

- within one (1) year of the initial discipline for written reprimands.
- within two (2) of the initial discipline for suspensions.
- within three (3) years of initial discipline for severe cases such as harassment.

23.03 Non-Disciplinary Verbal Warnings

The Employer recognizes that it is desirable to advise the employee of their conduct and their professional performance as soon as possible and informally. The Employer agrees to consider these warnings in a spirit of cooperation and correction, rather than in a spirit of punishment, and shall endeavour to assist the employee in improving their work file.

23.04 Progressive Discipline

Except in cases of gross misconduct, the Resort Village agrees that progressive discipline will be used in dealing with employees whose job performance and/or conduct is not satisfactory. The Resort Village and the Union recognize that any disciplinary measure shall be imposed only for valid reasons.

The Village and Union agree that disciplinary action will be a progressive fashion:

- Formal verbal warning(s)
- Written warning(s)
- Progressive Suspension
- Termination

Provided there has been no further discipline, documentation of disciplinary action shall be removed from the employee's file:

- within two (2) years of the initial discipline for written reprimands.
- within three (3) years of the initial discipline for suspensions.

23.05 Workplace Conflict

The Resort Village and the Union acknowledge a shared responsibility to:

- prevent harassment and/or violence;
- promote a safe, abuse-free working environment;
- uphold the philosophy of zero tolerance of harassment and/or violence.

23.06 Attempt to Resolve

If an employee believes that a workplace conflict could escalate to harassment or violence, the employee should approach the opposing party in an attempt to resolve.

If there has been no resolution, or if the employee does not feel able to approach the other party directly, that employee, or the Union, should approach the Employer and attempt to resolve the matter between the parties.

If the matter has no satisfactory resolution, the Union should file a formal complaint documenting the event(s) complete with time, date, location, names of witnesses and details for each event.

Upon receipt of any verbal or written formal harassment complaint, the Employer shall attempt to resolve it through any means deemed appropriate in the particular circumstances of the complaint. The Resort Village must maintain written notes of their actions.

Failure to resolve shall result in the initiation of a formal investigation.

23.07 Adverse Report

Should the employee misconduct themselves, the Employer will notify the employee in writing of any expression of dissatisfaction concerning their work performance and actions within ten (10) working days of the event of the complaint, with copies to the Union. This notice will include particulars of the work performance or actions which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction will not become part of the employee's record for use against them in regard to discharge, discipline, promotion, demotion or other related matters. This Article will be applicable to any complaint or accusation which may be detrimental to

an employee's advancement or standing with the Employer whether or not it relates to their work. The employee's reply to such complaint, accusation or expression of dissatisfaction will become part of their record.

23.08 Access to Personnel File

- a) An employee will have the right during normal business hours of the Administration Office to have access to a copy of and review their personnel file. The employee is entitled to receive a copy of the file if requested.
- b) An employee will have the right to respond in writing to any document contained therein. Such reply will become part of the permanent record.
- c) A copy of any disciplinary action which is placed in the employee's personnel file will be given to the employee and the Union.

ARTICLE 24 – SICK LEAVE

24.01 Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under *The Workers' Compensation Act*.

24.02 a) Sick leave shall be cumulative at the rate of one and one half (1 ½) working days for each month worked, to a maximum of sixty (60) working days. The unused portion of an employee's Sick Leave shall accrue for employee's future benefits on Recall. Part-time and seasonal employees shall accrue sick leave on a pro-rated basis.

b) Where medical appointments for the employee or the employee's spouse, dependent children or dependent parents cannot be made outside of daily hours of work, a claim may be made against the Sick Leave – Article 24.

24.03 An employee shall produce a certificate from a duly qualified Medical Practitioner for any illness, if requested by the Employer if the sick leave exceeds four (4) days.

24.04 Employees who are unable to make arrangements for personal preventative health care outside of scheduled work time shall be granted time off with pay. Such time off will be deducted from the employee's sick leave accumulation and shall not exceed five (5) working days per year.

ARTICLE 25 – CLOTHING ALLOWANCE

- 25.01 Each outside employee shall be eligible for an allowance of up to three hundred dollars (\$300.00) as required and authorized by a supervisor per calendar year for boots, upon provision of receipts. The Employer will also provide coveralls, winter coats, winter boots and long sleeve shirts to all employees as needed.
- 25.02 The Employer will supply gloves to employees, as required.
- 25.03 Summer Students shall be eligible for an allowance of up to two hundred and fifty dollars (\$250.00) as required and authorized by a supervisor every two (2) calendar years for boots, upon provision of receipts. If Summer Students choose to not fulfill their term as described in the letter of employment, the clothing allowance will be deducted from their final pay cheque.

The Employer will also provide coveralls and gloves to all Summer Students as needed.

ARTICLE 26 – GROUP BENEFITS

- 26.01 All eligible employees shall, as a condition of employment, participate in the Saskatchewan Urban Municipalities Association (SUMA) Benefits Plan.
- 26.02 The Plan includes:
- a) Life Insurance – Plan A
 - b) Accidental Death, Disease and Dismemberment – Plan A
 - c) Extended Health Care/Pay Direct Drugs – Plan B
 - d) Vision Care - \$450.00 / 24 months
 - e) Dental Care – Plan B
 - f) Short Term Disability – Plan A
 - g) Long Term Disability – Plan C
- 26.03 The premium cost of the Plan will be shared as follows:
- a) The employee shall cover 100% of the cost for Short and Long Term Disability.
 - b) The Employer shall cover 100% of the cost for Life Insurance, Accidental Death, Disease and Dismemberment, Extended Health Care/Pay Direct Drugs, Vision and Dental Care.

ARTICLE 27 – PENSION BENEFITS

27.01 All eligible employees shall, as a condition of employment, participate in the Municipal Employees' Pension Plan in accordance with *The Municipal Employees' Pension Plan Act and Regulations*.

ARTICLE 28 – RETIREMENT BENEFIT

28.01 Upon resignation for the purpose of retirement and when an employee has fulfilled the retirement requirements under the Municipal Employees' Pension Plan, said employee shall be paid the cash equivalent to **their** accumulated sick leave up to a maximum of twenty (20) days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.

ARTICLE 29 – EMPLOYEE ASSISTANCE PROGRAM

29.01 Employee Assistance Program

The Employer and the Union recognize that mental illness and chemical addictions are medical disorders that can create social, personal and economic problems for those suffering from those health problems. The parties also recognize that such illnesses can lead to deterioration of work performance and standards. The Employer agrees to provide employees suffering from such problems access to an Employee Assistance Program when work performance is negatively affected.

ARTICLE 30 – DURATION OF THE AGREEMENT

30.01 This Agreement will come into effect on January 1, **2023** and will continue in effect until December 31, **2026** and automatically from year to year thereafter unless either party gives written notice of its desire to terminate the Agreement or to negotiate revisions thereof. Such notice shall be given not less than sixty (60) days and not more than one hundred twenty (120) days prior to the expiry date of this Agreement.

30.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE 31 – PREVIOUS AGREEMENTS

31.01 This Agreement constitutes the only agreement between the parties and supersedes any and all previous agreements, either oral or written.

ARTICLE 32 - COST OF LIVING ADJUSTMENTS

To protect the living standards of the employees, the Employer agrees to **provide an annual** wage increase matching the **annual** Consumer Price Index (**CPI**) for Saskatchewan as published by **Statistics** Canada. CPI rates are **published** in January **for the previous** year; those rates will be **applied to adjust the existing wage rates set out in Schedule "A" as of January 1 of the current year** and are not retroactive to the previous year.

Effective January 1, 2024, if the Cost-of-Living Adjustment (COLA) is determined to be 1.9% or lower in any year, then in addition to the wage increase due to COLA, employees shall receive a general wage increase of 1.0%

JOB CLASSIFICATIONS

Heavy Equipment Operator 1

- Certification as a Heavy Equipment Operator
- Main goal is to operate and maintain the grader
- Provide advice to manager on road condition and repairs needed
- Operate loader, track hoe and other equipment
- Have a class 3A-G or 1A driver's license
- Assist with operator training/orientation

Heavy Equipment Operator 2

- Certification as a Heavy Equipment Operator
- Main goal is to operate the track hoe, loader and drive a 3A vehicle
- Cover for grader operator
- Have a 3A-G or 1A driver's license
- Capable of operating skid steer, garbage truck, compactor and other equipment required

Mechanic and Equipment Operator with Journeyman Certification

- Mechanic with heavy duty, truck and transport. Saskatchewan or Red Seal accepted
- Main duties are to maintain fleet of equipment including fire trucks and EMS response vehicle
- Maintain heavy equipment including gravel truck, grader, loader and track hoe
- Maintain smaller equipment such as movers, tractor and support equipment (large pump, etc.)
- Maintain small support equipment such as push mowers, pumps, etc.
- When there is little or no mechanical work to be done, the employee will be expected to operate equipment or labour work
- Class 5 but 3A driver's license preferred

Mechanical and Equipment Operator without Journeyman Certification

- Main duties are to maintain fleet of equipment and support equipment
- Oil changes and minor repairs on gravel truck, grader, loader and track hoe
- Maintain smaller equipment such as movers, tractors and support equipment (large pump, etc.)
- Maintain small support equipment such as push mowers, pumps, etc.
- When there is little or no mechanical work to be done, the employee will be expected to operate equipment or **do** labour work
- Class 5 driver's license but 3A preferred
- Capable of operating skid steer, loader, mowers and other equipment

Skilled Labourer

- Operate and maintain mowers, chainsaw, push mower, tiller and tractor

- Operate and maintain steamer
- Class 5 driver's license but 3A preferred
- Operate and maintain skid steer, lifts or other construction equipment
- Experience or trade in carpentry, building maintenance or similar trades
- Use basic hand tools and support equipment
- Use of laser level for transit and keeping accurate records of levels

Labourer

- Operate and maintain mowers, push mowers and tiller
- Class 5 driver's license
- Use basic hand tools and support equipment

Trail and Parks Maintenance

- To maintain and advise on the walking trails, ski trails and heritage site
- Works under the Village Maintenance Department but also guided by the Trails Committee
- Operate the quad, chainsaws, mowers, push mower
- Capable of using basic hand tools and doing repairs on buildings, trails, walkways and signs

Landfill Attendant

- Cash collection and balance daily sheets at gate of landfill
- Ensure public is placing the materials into the correct location within the pit or recycling
- Class 5 driver's license
- Clean up and minor repair within the landfill area
- Report any property damage or misuse of landfill by public
- Capable of physical labour

Garbage Truck Operator

- Operate and maintain garbage truck
- Operate and maintain compactor
- Class 5 driver's license required
- Capable of physical labour

SCHEDULE "A" – WAGES – JANUARY 1, 2023

**6.7% COLA plus 0.5% increase
– applied 7.2% increase to 2022 rates**

	HOURLY RATES			
	STARTING RATE	AFTER 910 HOURS	AFTER 1820 HOURS	AFTER 2730 HOURS
ADMINISTRATION				
Administrative Assistant I	\$19.62	\$21.14	\$22.66	\$24.18
Administrative Assistant II	\$24.65	\$26.11	\$27.57	\$29.03
OPERATIONS, MAINTENANCE & TECHNICAL				
Heavy Equipment Operator 1	\$34.74	\$35.76	\$36.83	\$37.89
Mechanic with Red Seal Certification / Equipment Operator 2	\$28.40	\$29.19	\$30.04	\$30.87
Water & Sewer Technician / Heavy Equipment Operator 2	\$28.15	\$28.94	\$29.79	\$30.62
Heavy Equipment Operator 2 • Mechanic / Equipment Operator with certification	\$27.40	\$28.19	\$29.04	\$29.87
Skilled Labourer • Mechanic / Equipment Operator without certification • Garbage Truck Operator • Parks and Trails Maintenance	\$22.18	\$22.74	\$23.19	\$23.88
Labourer • Landfill Attendant • Summer Student*	\$20.47	\$21.04	\$21.60	\$22.18

* Summer Student Supervisor – Additional one dollar (\$1.00) per hour for the duration of Summer Student Employment.

APPENDIX "A" – INCENTIVE PLAN

The parties acknowledge that from time to time, the Employer may establish incentives to recognize the achievement of specific performance objectives with a focus on objectively measurable improvements in service delivery, productivity, work performance and efficiency, safety and quality and reductions in waste and operating costs. Such objectives, when set, will be fair and equitable to the employees affected.

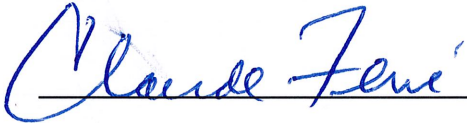
SIGNING PAGE

IN WITNESS HEREOF the parties hereto have set their hand and seal this 6th day of

DECEMBER, 2023.

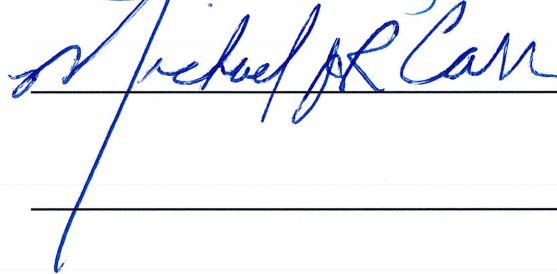
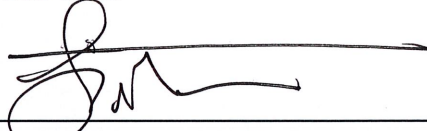
SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4838 / LOCAL 5518



SIGNED ON BEHALF OF:

THE RESORT VILLAGE OF
CANDLE LAKE



[https://cupe.sharepoint.com/sites/saskatchewanstaff/shared documents/locals/4838 resort village of candle lake/collective agreements/2023-2026/collective agreement l4838 2023-01-01 to 2026-12-31.docx](https://cupe.sharepoint.com/sites/saskatchewanstaff/shared%20documents/locals/4838%20resort%20village%20of%20candle%20lake/collective%20agreements/2023-2026/collective%20agreement%20l4838%202023-01-01%20to%202026-12-31.docx)
dle:cope491