

NORTHERN VILLAGE OF BUFFALO NARROWS

**October 1, 2010 –
September 30, 2013**

COLLECTIVE AGREEMENT

SGEU

PREAMBLE

Articles of an Agreement made in duplicate this ____ day of April, 2011,

Between

The Northern Village of Buffalo Narrows, Saskatchewan, hereinafter referred to as "the Village."

Of The First Part

And

The Saskatchewan Government and General Employees' Union hereinafter referred to as "the Union".

Of The Second Part

WHEREAS it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Village and the members of the Union, to promote cooperation and understanding between the Village and the employees, to recognize the mutual value of joint discussions, and negotiations in all matters pertaining to work conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well being and security of the employees of the Village;

Now therefore this Agreement witnesseth that for and in consideration of the premises and covenants, conditions, stipulations and provisions herein contained, the parties hereto agree as follows:

COLLECTIVE AGREEMENT

between the

NORTHERN VILLAGE OF BUFFALO NARROWS

and the

**SASKATCHEWAN GOVERNMENT AND GENERAL
EMPLOYEES' UNION (SGEU)**

Effective from October 1, 2010 to September 30, 2013

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ARTICLE 1 - INTERPRETATION

In this Agreement, unless the context otherwise requires, the expression:

- 1.1 **Union** means the Saskatchewan Government and General Employees' Union.
- 1.2 **Village**, means the Northern Village of Buffalo Narrows.
- 1.3 **Demotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary range of lower maximum.
- 1.4 **Employee** or **Employees** means an employee or employees to which the terms of this Agreement apply as indicated in **Article 2** hereof.
- 1.5 **Mayor** means the Mayor of Buffalo Narrows.
- 1.6 **Pay Plan** means the scales of pay as contained in this Agreement.
- 1.7 **Position Classification** Plan means and includes the classes of positions which have been established by the Northern Village of Buffalo Narrows, the class specifications and the rules for the continuous administration of and amendments thereto.
- 1.8 **Promotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary range with a higher maximum.
- 1.9 **He, His, Him, She, Hers, or Her** includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.10 **Permanent Employee** means one who has successfully completed the probationary period.
- 1.11 **Transfer** means the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1.12 **Fiscal Year** is January 1st to December 31st.
- 1.13 **Contract Year** is October 1st to September 20th.
- 1.14 **Part-time Employee** is an employee who works more than two days a week.
- 1.15 **Casual Employee** is an employee who works 2 days a week or less.

ARTICLE 2 - SCOPE

The terms of the Agreement shall apply as set out in its respective parts to the following persons:

- 2.1 All employees, Village of Buffalo Narrows.

ARTICLE 3 - UNION SECURITY

- 3.1 The Village agrees to recognize the Saskatchewan Government and General Employees' Union as the sole collective bargaining agent for all employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives, on matters relating to conditions of employment, rates of pay and hours of work.
- 3.2 The Village agrees to abide by the Saskatchewan Human Rights Legislation. The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, sexual orientation, physical or mental disability, political or religious affiliation, sex or marital status, nor by reason of membership or activity in the Union.
- 3.3 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 days after the commencement in his employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of his employment, provided that any employee in the appropriate bargaining unit who is not required to 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.
- 3.4 Upon receipt of signed authorization cards, the Village shall deduct, on behalf of the Union, all initiation dues, assessments or levies from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiations, dues, assessments or levies. The Village shall remit same to the Chief Executive Officer of the Union during the month following the calendar month in which such deduction is made accompanied with a list of all employees for and on behalf of whom and for what month the deductions were made.
- 3.5 A monthly statement shall also be forwarded to the Chief Executive Officer of the Union showing the names of all new employees covered by this

Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the Village during the month and the date of severance.

- 3.6 At the time INCOME TAX "T4" slips are made available the Village shall type on the amount of Union dues paid by each Union member.
- 3.7 The Village agrees to acquaint new employees with the fact that a Union Agreement is in effect and the name of the Union representative.
- 3.8 An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.
- 3.9 The Village recognizes that education is a continuing process. Accordingly, the Village shall allow the Union to conduct educational and business functions in the Village boardroom, with prior concurrence of the Council.
- 3.10 **Work of the Bargaining Unit**

Except in the cases mutually agreed upon by the parties, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit. In the event of job action the Union and the Employer shall negotiate essential service coverage.

ARTICLE 4 - APPOINTMENTS

- 4.1 Filling Positions from Re-employment Lists - When a position becomes vacant, an appointment shall be made of the most senior qualified applicant on the re-employment list when a list for such position exists.
- 4.2 **Filling Positions by Competition**
- 4.2.1 All vacancies and new positions covered in the scope of this Agreement for which no re-employment lists exist, shall be subject to in-service competition in all cases.

The Union and the Village may mutually agree that the bulletining of a particular position is not required and where such agreement is reached, the Village will not bulletin the position.

- 4.2.2 The competition shall allow a minimum of one week for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a prominent position in the Village offices. Employees on layoff shall be informed by mail as soon as possible. The bulletin shall set the name of the position, duties involved, qualification requirements, salary, deadline date for applications, and any other pertinent information.

- 4.2.3 Following the closing date for the receipt of applications the Village shall notify the Union of the time, place and date of the assessment of applications and/or interviews. The Union shall be entitled to have a representative present to function as an observer during the assessment process when it involves in-scope employees.
- 4.2.4 The most senior qualified applicant in the bargaining unit shall be appointed to the position.
- 4.3 All vacant positions shall be advertised as soon as possible but no later than thirty (30) calendar days upon becoming vacant.

ARTICLE 5 - CLASSIFICATION PLAN

- 5.1 The Village shall establish and maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class. Amendment shall be made from time to time as changes in organization and work assignments require. Written class specifications for each class of position shall include a description of duties, responsibilities of work, and a statement of minimum requirements for length and kind of experience, formal education and training, knowledge, skills, and abilities, required for adequate performance of the duties of a position in the class.
- 5.2 Copies of the Manual of Class Specifications, currently maintained, shall be kept in the offices of the Village and shall be available for inspection.
- 5.3 New or revised classifications shall be established in accordance with Article 5.1. The Village shall give notice of intention to the Union, and shall negotiate the inclusion or exclusion of a position, and, if the position is to be included, the Village shall forthwith negotiate the rate of pay, the hours of work and the length of probationary period. If no agreement is reached, in order to avoid delay in filling the position the Village may advertise the position at a salary range which is the lower of the salary ranges advanced by each party.
- 5.4 The rate of pay when negotiated will be retroactive in respect of any employees hired at the lower rate.
- 5.5.1 Should the Village abolish any permanent position, the Village shall notify the Union sixty (60) days prior to abolishing a position giving the reasons why.
- 5.5.2 Any disagreement between the Union and the Village on abolishment shall be settled by arbitration.

5.6 **Promotion**

- 5.6.1 On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than one step above his current rate.
- 5.6.2 When the promotion creates a wage change of 10% or more, the employee's increment date shall be the first of the month of promotion to new position.
- 5.6.3 An employee who is promoted and fails the probation shall revert to the position held prior to probation. The rate of pay in the position will be adjusted based on any increments which would have been earned had the employee not been promoted. If the employee in the former position held a position with the Village, he/she will revert back to his/her former position. If a new employee, he/she will be terminated.

5.7 **Demotion**

- 5.7.1 When an employee is demoted, the rate of pay for the new position shall be as follows:
 - 1. If the rate of pay received in the previous position was more than the maximum rate of the new position the employee's rate shall remain unchanged until the maximum of the new position exceeds such rate, at which time the employee shall receive the maximum of the new position.
 - 2. If the rate of pay received in previous positions falls within the range of pay of the new position, the new rate will be the former rate received, or if no such rate exists, the next higher rate.
- 5.7.2 Increment dates shall not be affected by demotion.

ARTICLE 6 - RECLASSIFICATIONS

- 6.1 When the duties of any classification are altered or changed, or where the Union or the employee feels he is incorrectly classified during the term of this Agreement, the employee or the Union may request a reclassification of the position.
- 6.2 The Village will assess the position and notify the employee and/or the Union of the results. If the employee's and/or the Union's request for reclassification is rejected or if there is dissatisfaction with the reclassification approved, the employee may initiate a grievance.

- 6.2.1 The grievance will be initiated in accordance with step two of the grievance procedure.
- 6.2.2 Application for arbitration, if required, will be made in accordance with step three of the grievance procedure.
- 6.2.3 The establishment of an arbitration board will be in accordance with the procedure as outlined in Article 20.1 herein.
- 6.2.4 The powers of the arbitration board shall be as follows:
 - 6.2.4.1 The Board shall have the power to arbitrate reclassification disputes between the Union and the Village.
 - 6.2.4.2 The Board shall be authorized to direct:
 - 6.2.4.2.1 That the appealed position be reallocated to an existing class in a classification plan, or
 - 6.2.4.2.2 That the classification decision be confirmed and the appeal denied, or
 - 6.2.4.2.3 That a new classification be developed to reflect the change of duties. This will not create a new position, but will change the current position.
- 6.2.5 In conducting hearings and deliberations, the Board shall consider the job description for the appealed position, and specifications for existing classes in the plan, together with evidence presented during the course of the hearings.
- 6.2.6 The Board shall consider only the duties and responsibilities of the position at the original date of request and shall not take into account changes that may subsequently have taken place.
- 6.2.7 Cost of the Board - All costs including travel and accommodation for the Board Chairman shall be shared equally by the parties. Each party shall pay the cost of its own appointee to the Board.
- 6.3 If the reclassification is approved, it will be effective retroactive to the date of application. All reclassifications will be posted and the Union will be notified.
- 6.4 When the reclassification of a permanent position is due to new or additional duties and responsibilities the incumbent shall be appointed. In the event the incumbent does not meet the minimum requirements for the position he will be permitted up to one year to acquire such minimum level requirements. In the event the employee is not successful in acquiring such minimum level requirements he may be required to vacate the position at the discretion of the Mayor. In the event that the incumbent is required to vacate the position the employee will be laid off and his name placed on a

re-employment list for any position for which he is qualified.

- 6.5 The incumbent of a position which is reclassified downward shall have his name placed on a re-employment list for a class of position similar to and with the same salary range as his position before it was downgraded. The employee shall not be entitled to any economic adjustment until such time as the maximum of the range for the lower class overtakes the maximum of the range obtained under this subsection. Until it is possible for the Village to replace the incumbent from the re-employment list, he will be advanced through the steps of the range retained herein.

ARTICLE 7 – PAY ADMINISTRATION

- 7.1 Effective October 1, 2004, the rates of pay contained in Schedule 1, attached to and forming part of this Agreement shall be the rates paid to employees occupying positions allocated to the classes of the positions in the classification plan.

7.2 No Payment Prior to Allocation

Payment of salary or wages shall not be made to any employee of the Village until such time as the Village verifies that the position to be filled is one previously allocated to the classes of positions in the classification plan or approves a tentative allocation to a classification.

7.3 Hiring Rates

A new employee shall normally be hired at the minimum of the salary range for the position, provided however, that the Village may approve a higher rate within the range where the selected applicant possesses education and/or experience which exceed the minimum requirements for the position. In such event, the Village will advise the Union and the employees in the same class of the action and the reasons therefore, in writing, and any employee with equivalent qualifications in the same class who is being paid lower in the range may request a review of his/her qualifications and salary. If the case is substantiated the appropriate salary adjustment shall be effected.

7.4 Pay Periods

- 7.4.1 Employees shall be paid at 10:00 a.m. two (2) banking days prior to the fifteenth and last working day of the month. Payment in each case shall be for work performed in that period.

- 7.4.1.2 The salary received mid-month shall be an advance in an amount requested by the employee, not exceeding one-half of regular salary. This advance shall be a fixed amount each month.

7.4.2 Every employee shall receive a statement at the end of each month, attached to each cheque, showing the gross amount earned, amount of mid-month advance, itemized deductions therefrom, and the net amount payable.

7.5 **Annual Increments**

7.5.1 Subject to 7.5.3 all probationary, permanent, part-time and casual employees shall receive within grade step increments effective on their established increment dates, provided that the employee has reported for work a minimum of two hundred (200) days since his/her last increment adjustment.

7.5.2 Subject to 7.5.1, an increment date shall be the anniversary date of initial employment.

7.5.3 When an employee returns to work after leave of absence without pay, or layoff, the employee will be credited with all service before the leave of absence or layoff.

7.5.4 An increment may be withheld by the Village based on an unsatisfactory report. The employee shall be notified in writing and provided with reasons prior to the increment date. If the employee is not notified prior to the increment date, they shall receive their increment.

7.5.5 An employee may grieve against withholding of his increment and the onus of proof will rest on the employer.

7.6 **Changes In Pay Range**

7.6.1 When a higher pay range is assigned to a position the employee shall move to the same step in the new pay range as held in the previous range.

7.7 **Temporary Performance of Higher Position Duties**

7.7.1 Where an employee is assigned by management to perform the duties of a higher paid position and substantially performs the duties of the higher paid position the rate of pay shall be adjusted on the basis of the promotion formula outlined in 7.5.2.

7.7.2 Remuneration for temporary performance of higher duties authorized by a supervisor shall be payable for all days worked.

7.7.3 Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.

7.8 **Overtime**

7.8.1 **All Employees**

Overtime is to be paid at the rate of one and a half time for all hours worked in excess of normal hours in one regular work day. Double time is to be paid for hours worked on normal days of rest.

Overtime may be taken as time in lieu at the appropriate rate, subject to management approval. Overtime shall be authorized verbally or on standing written instructions by the Administrator.

7.8.1.1 Overtime in any week shall be voluntary after the first four hours of overtime worked in the week except in emergencies.

7.9 **Re-employment**

7.9.1 Where an employee is re-employed after layoff within one year in the same or a similar position, the rate of pay shall be at the same step in the range for the position as at the time of layoff.

7.9.2 Where an employee is re-employed after layoff within one year in a position lower in grade the rate of pay shall be equivalent to the rate formerly received (if an identical rate exists in the new range), or the next higher rate (if an identical rate does not exist in the new range), or the maximum rate (if the rate in the former position exceeds the maximum of the new range).

7.9.3 Where, as a result of competition, an employee is re-employed in a position higher in grade the rate of pay shall be adjusted as on promotion.

7.10 **Severance Pay**

7.10.1 A permanent employee shall be entitled to severance pay, in the event of job abolition or layoff in excess of one (1) year. In the latter, an employee may resign at any time prior to the year end and collect all severance pay owing. For the purpose of this clause severance pay shall be determined and paid on the basis of one (1) week for each year of service or fraction thereof, beginning with the first year of employment. Severance pay will be payable at the employee's salary rate at the time of severance.

7.11 **Travel and Sustenance Allowance**

7.11.1 Travel and sustenance allowances shall be at the same rates as paid to Council members.

7.12 **Tool Allowance**

7.12.1 All employees required to provide tools in the performance of their job shall be compensated at a rate of one hundred fifty (150) dollars annually for the use of their tools.

7.12.2 When the Village employs any employee in the Municipal Maintenance Worker classification or the Facility Maintenance classification, or in the Municipal Maintenance Supervisor classification, the Village will provide:

- a) one pair of coveralls as required
- b) gloves as required.

7.13 **Safety Boot Allowance**

7.13.1 The Employer shall provide one (1) pair of safety toed boots for summer use, and one (1) pair of winter weather safety toed boots, to all outside employees once every **two (2) years**. Employees will be responsible for purchasing their boots and will be reimbursed one hundred (100) percent by the employer.

7.14 **Winter Safety Clothes – Insulated Coveralls**

The employer shall reimburse for outside workers the full cost, up to a maximum of \$125.00 dollars once every two (2) years for insulated winter coveralls.

7.15 **Lead Hand**

Any employee assigned to lead hand duties will receive over and above all other benefits **two (\$2.00)** per hour for all hours worked in lead hand position.

ARTICLE 8 - PROBATION

The Village shall provide reasons in writing in all cases of termination. The following probationary periods shall be served by employees hired for permanent full-time positions.

8.1 **On Initial Employment**

8.1.1 All probation periods shall be of six (6) months duration.

8.1.2 Upon satisfactory completion of the probationary period for permanent employment the employee will be granted permanent status and will be so advised in writing.

8.2 **Probation on Promotion**

- 8.2.1 A permanent employee who has been promoted shall serve the probationary period for such class equivalent to that stipulated on initial employment.
- 8.2.2 An employee who is promoted during initial probation shall commence the usual probation period in the new position. If the employee does not qualify reversion to the original position may take place, in which case the remainder of the original probation period shall be served.
- 8.2.3 A permanent employee, who is on probation shall upon promotion complete the usual probationary period. If the employee fails the probation, he shall revert to the position held prior to probation.
- 8.2.3.1 If the employee in the former position held a position with the Village, he/she will revert back to his/her former position. If a new employee, he/she will be terminated.

8.3 **Probation on Re-employment**

- 8.3.1 No probationary period shall be required of an employee who is re-employed in any position in which he/she formerly held permanent status.

8.4 **Probation on Demotion**

- 8.4.1 No probationary period shall be required of a permanent employee who has been demoted to a position in which he/she held permanent status.

8.5 **Probation on Re-classification**

- 8.5.1 No probationary period shall be required of an employee in a position which is re-classified unless the employee is on probation; if on probation the employee shall continue to serve the probationary period minus service accumulated to that point. Upon successful completion of the probationary period the employee shall be appointed permanent at the re-classified level.

8.6 **Leave During Probation**

- 8.6.1 When an approved leave is taken for more than fifteen (15) days (not including vacation) during a probation period, the permanent appointment will not be in effect until 3 months of actual service has been completed.

8.7 **Advance Notice of Termination**

- 8.7.1 The Union will be notified of problems which may lead to termination at a time in advance of any termination action.

ARTICLE 9 - HOURS OF WORK

- 9.1 Hours of work (inclusive of 15 minute rest periods each morning and afternoon) for employees of the Village shall be as follows:
- 9.1.1 Office employees shall work a thirty-five hour week. The hours shall be 9:00 A.M. to 12 noon and 1:00 P.M. to 5:30 P.M., Monday to Friday inclusive. Office employees shall be entitled to take one earned day off every three weeks.
- 9.1.2 Hours for outside workers shall be 8:00 A.M. to 12 noon and 1:00 P.M. to 5:00 P.M., Monday to Friday inclusive. Sewer and Water employees shall work a modified work pattern of ten (10) days on and four (4) days of rest.
- 9.1.3 Overtime hours worked on the weekend shall be additional hours and shall be compensated for at appropriate overtime rates.
- 9.1.4 Employees required to be on standby on normal days of rest shall receive \$15.00 in addition to any time worked.
- 9.1.5 Employees who are required to return to their work setting after normal hours will be paid as a minimum two (2) hours at overtime rates.
- 9.1.6 **Shift Differential**
- (a) Any shift that ends between the hours of 8:00 p.m. and 12:00 midnight shall be paid a differential of \$2.50 per shift.
- (b) Any shift that ends after 12:00 midnight shall be paid a shift differential of \$4.24 per shift.

ARTICLE 10 - TECHNOLOGICAL CHANGE

- 10.1 If technological changes are contemplated in the operation and organization of the Village that may infringe upon the security of its employees covered by this Agreement, the matter will be dealt with in accordance with Section 43 of the Trade Union Act, Province of Saskatchewan.
- 10.2 If the Village contemplates major changes in program, either in the scope and content of the program, or in the manner in which the program is delivered the Village will consult with the staff and the Union before making decisions related thereto.

ARTICLE 11 - LAYOFF AND RECALL

11.1 The Village will inform, in writing, the Union and the employees involved a minimum of thirty (30) days, in advance, of any need for layoffs.

11.2 Method of Layoff

In the event of layoff, employees shall be laid off in the reverse order of seniority within the classification affected.

11.3 Method of Recall

Employees shall be recalled in the order of their seniority for their former position or any position in which they have held permanent status. No new employee shall be hired in the classification until those laid off who are qualified for such classification have been given an opportunity for such recall.

11.4 Order of Bumping

In the event that an employee has been laid off or his job is abolished he shall, provided he is qualified, exercise his right to bump using the following order of bumping:

11.4.1 Upon receipt of notice the employee shall, within five (5) working days, notify the Administrator, in writing, of his intention to bump.

11.4.2 He shall bump the most junior employee in his own classification.

11.4.3 He shall bump downward the most junior employee in a classification for which he is qualified.

11.4.4 If he is successful in bumping downward he shall be placed on the re-employment list in the classification he has been laid off or abolished from for a period of up to two (2) years. If a position comes open he shall be appointed from the re-employment list in order of seniority.

ARTICLE 12 - SENIORITY

12.1 Permanent employees only shall possess seniority. A probationary employee shall not acquire seniority until he/she has completed the probation period contemplated in Article 8.01, at which time such seniority will be retroactive to the date of hire.

12.2 An employee within the scope of this Agreement, appointed to an out-of-scope position, shall be entitled to count his seniority as follows:

- 12.2.1 Within-scope service only shall count as seniority.
- 12.2.2 Upon return to an in-scope position, an employee shall have all previous seniority, as reckoned in 12.2.1 above, restored.
- 12.3 No employee shall be appointed to an out-of-scope position without consenting to same.
- 12.4 Seniority lists shall be posted annually by the Village (Oct. 1).
- 12.5 Seniority shall be broken for the following reasons:
 - 12.5.1 Dismissal for cause.
 - 12.5.2 Resignation in writing.
 - 12.5.3 Continuous layoff for a period in excess of eighteen (18) months.
 - 12.5.4 Failure to report for work within one week after being notified to report following layoff or leave of absence where arrangements had not been made for such late reporting.

ARTICLE 13 - VACATION LEAVE AND VACATION ALLOWANCE

- 13.1 Employees shall be entitled to three weeks annual vacation with pay after one full year of employment or 1 1/4 days per full month of employment.
- 13.1.2 All employees completing five years of service shall earn one and two-third days vacation leave for each full month employed.
- 13.1.3 All employees completing ten years of service shall earn two and one-twelfth days vacation leave for each full month employed.
- 13.1.4 Vacation shall be granted throughout the year by mutual agreement of the time allotted by the Village and the employee. Seniority will dictate choice of vacation time where more than one employee in the same classification wishes the same vacation time.
- 13.1.5 Employees shall be allowed up to three (3) weeks uninterrupted vacation periods, except during peak periods. A longer period may be granted by mutual consent of both parties.
- 13.1.6 Any expenses arising from an Employer requested vacation interruption shall be paid by the Employer if the interruption has been approved by Council.

- 13.2 On completion of each five (5) years of service, permanent employees shall receive an extra five (5) days' vacation leave ***per year thereafter***.
- 13.2.1 This vacation leave generally shall be taken in the year it is earned, however employees shall be entitled to carry over up to five (5) days vacation into the next fiscal year. In special circumstances or certified illness, the Employer may approve carryover of up to five (5) additional days of vacation.
- 13.2.2 If all vacation leave is unable to be granted by the Village the employee shall have the option of electing to carry over unused vacation leave to the next vacation year, or be paid out for unused vacation leave credits.

ARTICLE 14 – DESIGNATED HOLIDAYS

14.1 Holiday List

14.1.1 Leave of absence with pay shall be allowed for:

- | | | |
|-------------------------|------------------|----------------|
| New Year's Day | Canada Day | Louis Riel Day |
| Family Day | Saskatchewan Day | Christmas Day |
| Good Friday | Labour Day | Boxing Day |
| Victoria Day | Thanksgiving Day | |
| National Aboriginal Day | Remembrance Day | |

And an additional floater per year to be set by mutual agreement, and any other day proclaimed as a Statutory Holiday by the Federal, Provincial or Municipal Government.

14.2 Falling on Days of Rest

14.2.1 When any of the above holidays fall on a Saturday and is not proclaimed as being observed on some other day the following Monday shall be deemed to be a holiday.

14.2.2 When any of the above holidays fall on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday where the preceding clause already applies to the Monday) shall be deemed to be the holiday.

14.3 Working On A Holiday

14.3.1 An employee required to work on a holiday shall be paid at the rate of time and one-half plus another day off with pay to be taken within a four week period following the holiday or paid out to the employee.

- 14.3.2 An employee required to work overtime on a holiday shall be paid at the rate of double time for any time in excess of normal hours.

ARTICLE 15 - SICK LEAVE

- 15.1 Employees shall earn sick leave at the rate of 1 1/4 days per month.
- 15.2 For the purpose of 15.1 a month of employment shall include a month during which the employee commenced employment. The month of employment shall be defined as an accumulated twenty-two (22) days of service, or portion thereof and shall include the month the employee started prorated to the nearest one-half day.
- 15.3 The unused portion of employee's sick leave shall accumulate from year to year. Employees shall be entitled to draw on sick time to a maximum of two hundred and sixty-two (262) consecutive days.
- 15.4 Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Mayor draw on future credits to a maximum of fifteen days.
- 15.5 Any employee absent from duty due to sickness shall inform the administrator before 8:00 a.m. or 1:00 p.m. If the administrator is not available, to the mayor or a member of Council. Any employee absent for three (3) days without notice shall be considered to have abandoned his/her duties and shall be subject to dismissal unless it can be demonstrated that he/she is unable to physically comply with the notice requirements.
- 15.6 An employee shall be required to produce a medical certificate if ill more than three days.
- 15.7 Sick leave shall be defined as that period of time an employee is absent from work due to an illness or disability not covered by Worker's Compensation.
- 15.8 At the close of each calendar year, the Village shall advise each employee in writing of the amount of sick leave accumulated.

ARTICLE 16 – EMPLOYEE BENEFITS

- 16.1 The Village agrees to pay for the S.G.E.U. Extended Health and Vision Care and Plan 1 of the S.G.E.U. Dental Plan. The employees shall join the S.G.E.U. Long Term Disability Plan and pay their own premiums.

16.2 **Worker's Compensation**

16.2.1 An employee injured on the job shall receive from the Village the difference between his normal net salary and the Compensation payments to a maximum of **two (2) years**.

ARTICLE 17 – LEAVE OF ABSENCE

17.1 **Maternity/Paternity/Adoption Leave**

17.1.1 An employee who is currently employed and who makes application for leave under this subsection at least one month in advance of the requested commencement date shall be granted Maternity/Paternity/Adoption leave consisting of:

17.1.2 A period of up to eighteen (18) months in any combination before or after the birth of the child. When a Doctor's Certificate is provided stating that a longer period of maternity leave is required, an extension of up to one year may be allowed.

17.1.3 For employees requesting Maternity Leave, a medical certificate certifying that she is pregnant and specifying the estimated date of birth shall be provided to the Mayor.

17.1.4 The Village shall not dismiss or lay off an employee because of pregnancy or because she has applied for leave in accordance with the above.

17.1.5 While on leave, an employee shall retain full employment status and accumulate all benefits as he/she would have had he/she been continuously at work.

17.1.6 A pregnant employee who is unable to perform her regular duties, but is qualified and able to perform other work shall, where possible and without undue hardship, without affecting the seniority right of other employees, be permitted to do so at the appropriate rate of pay for the position she is filling.

17.1.7 When an employee elects to return to work prior to the expiration of leave granted under this Article, at least thirty (30) days notice in writing shall be provided to the Village. Upon return, the employee shall be placed in her former position, or an equivalent position.

17.1.8 In the event of medical complications arising out of a pregnancy, such that the employee is unable to return to work at the expiry date of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits.

17.1.9 In the event of the birth or adoption of a child, an employee who is currently

employed for a total of at least twenty (20) weeks in the fifty-two (52) weeks shall be entitled to a maximum of six (6) months paternity leave without pay. Requests shall be made one (1) month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child. Fifteen (15) calendar days' notice shall be given by an employee who intends to return to work prior to the expiration of the leave.

- 17.1.10 The eighteen month definite leave of absence without pay for maternity shall not include the period between the estimated date of confinement specified in the medical certificate and the actual date of birth, when the birth occurs after the date mentioned in the certificate.

17.2 **Pressing Necessity/Compassionate Leave/Family Leave**

- 17.2.1 Leave of absence with pay, chargeable to the employee's sick leave credits, may be granted on the basis of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to the Mayor or Administrator. Requests may be granted, or rejected to an extent considered fair and reasonable to the Administrator on the basis of the particular situation encountered.
- 17.2.2 An employee absent from duty shall inform the Supervisor as soon as is possible unless the delay is shown to be justifiable.
- 17.2.3 The Village agrees to continue the existing discretionary practice of granting short-term leave with pay for the purpose of required visits to medical and dental offices. Any such absences of one-half (1/2) day or more shall be deducted from accumulated sick leave credits. On request, employees will be required to show proof of medical or dental care.
- 17.2.4 Five (5) days per year leave with pay will be provided to all employees for family responsibilities. These days will be charged against employee sick leave credits.

The employer recognizes that work is one element of life and that employees need a healthy work-life balance. In turn, employees recognize the need to ensure the delivery of quality services to the public and the operational requirements attached to this goal.

There are genuine circumstances, both predictable and unforeseen, that require an employee to meet and carry out a personal or family responsibility which may require the employee to be absent from work for a short period of time. These include those matters where the employee has an obligation or duty and where he/she may be held accountable or answerable in some manner if the obligation is not met. This would typically involve situations where there is a significant event or circumstance and it would be reasonable to conclude that the employee's presence is required. It does not include purely discretionary personal or family matters that can be addressed through other mechanisms, such as an EDO or vacation leave. Up to five (5) days per fiscal year can be used for personal/family responsibilities.

Unless there are unusual circumstances, leave for personal/family responsibilities should be utilized one day at a time.

Personal/family leave may be used to supplement other forms of leave. For example, paternity/adoption leave may be utilized by a person on the day of the birth of their child and personal/ family leave may additionally be utilized to care for children at home during the mother's stay in hospital.

"Family" means immediate family and includes: spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandchildren, grandparents, aunt and uncle.

17.3 **Union Business Leave**

17.3.1 Members of the Union appointed as delegates to attend a convention or business meeting, in conjunction with Union affairs, shall be granted leave of absence subject to reimbursement as indicated in this clause.

The employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, during regular assigned hours. The Employer agrees to continue to pay normal salary and benefits to the employee delegated, on a short-term basis of one (1) month or less, to attend to Union business as referred to 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 Unemployment Insurance premiums.
- (iii) Employer's share of Canada Pension contributions.
- (iv) Workers' Compensation premiums.
- (v) Employer's share of premiums for any benefit (if any).

Continuous leave of absence for Union business, in excess of one (1) month, will be charged to the Union as per above, plus the portion of annual vacation, sick leave and statutory holiday accrued over the period of time.

17.3.2 For meetings concerning the processing of grievances, leave without loss of pay to one grievor and one elected local Union representative shall be granted. The Union representative involved as an observer in employee selection proceedings shall suffer no loss of pay or benefits.

17.3.3 An employee, as soon as possible after he/she is aware, will notify the Administrator in writing that he/she will be away on Union Leave, giving the date or dates.

17.3.4 An employee who is elected or selected for a full-time position with the Union may be granted leave of absence without pay or benefits but without loss of seniority for a period of one year. Such leave may be renewed each year, on request, during his/her term of office.

17.4 **Education Leave**

17.4.1 The Board shall make available to the employees covered by this Agreement any educational leave policy which it applies to any of its employees.

17.4.2 Awarding leave is at Council's discretion.

17.4.3 Any employee who receives educational leave and is reimbursed all costs of such leave shall sign an agreement to remain employed by the Village for two years.

17.4.3.1 This Agreement is signed prior to receiving monetary support.

17.5 **General Leave**

17.5.1 Subject to Article 17.5.2, 17.5.3 and 17.5.4 an employee may be granted either definite or indefinite leave of absence without pay, without loss of seniority or benefit accumulation, when such leave is requested for good and sufficient cause. Such requests shall be in writing and subject to approval by the employer.

17.5.2 When leave is for one month or less, employees shall be entitled to earn all benefits excepting designated holidays.

17.5.3 When leave is for more than one month but not more than three (3) consecutive months, employees shall be entitled to earn sick leave, seniority and increment benefits only.

- 17.5.4 When leave is for more than three (3) consecutive months, employees shall be entitled to earn increment benefits, for the first three (3) months only.
- 17.5.5 An employee returning from a definite leave of absence without pay shall be reinstated in the position held prior to going on leave.
- 17.5.6 An employee returning from an indefinite leave of absence without pay shall have his/her name placed on the reemployment list.
- 17.5.7 Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that original conditions under which leave was granted still prevail.
- 17.6 **Compassionate Leave**
- 17.6.1 An employee may be granted, **with pay** up to **five (5)** days compassionate leave, as a result of death or serious illness in the employee's immediate family.
- 17.6.2 Immediate family shall include spouse, son, daughter, mother, father, sister, brother, grandchild, foster child, parent surrogate, grandfather, grandmother, parent-in-law, sister-in-law, brother-in-law, aunt, uncle.
- 17.6.3 For more than three days compassionate leave, employees must obtain the approval of the Administrator or the Mayor.

ARTICLE 18 – DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL

18.1 Letter of Reprimand

Reprimands shall be recorded by means of a letter to the employee with a copy to the Union. Such letters shall become a part of the employee's record. The employee's reply to specific complaints, accusations or expressions of dissatisfaction shall also be recorded.

- 18.2 An employee has the right to peruse his/her own personal file upon request in writing to the Mayor or the Administrator. Such perusal may be supervised.

- 18.2.1 A copy of all written material on an employee's personal file must be provided to the employee prior to it being placed on the file.

- 18.2.2 The employee may submit written comments to any entry in the file; this comment will become part of the file.

- 18.2.3 The employee shall acknowledge examination of the file by signing a dated statement to that effect.

- 18.2.4 Statements of a disciplinary nature shall be removed from an employee's file after one (1) year if there are no subsequent disciplinary statements within the year.
- 18.3 Suspension without pay may be effected for just cause. The employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy of the suspension notice shall be placed on the employee's record.

18.4 **Demotion**

Demotion shall be undertaken on the basis of thirty (30) days notice. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.

18.5 **Notice of Termination of Employment, Demotion, Resignation**

18.5.1 Except in case of dismissal for gross misconduct, the Village shall give notice in writing in accordance with the following:

- (a) One week's written notice if his period of employment is less than one year
- (b) Four week's written notice if his period of employment is at least one year but less than five years
- (c) Six week's written notice if his period of employment is at least five years but less than ten years
- (d) Eight week's written notice if his period of employment is at least ten years.

to any employee whose services are to be terminated, in the class in which he/she holds status provided that if such notice is not given, a sum equal to the salary for period of notice, shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.

18.5.2 Except in the case of dismissal for gross misconduct, an employee holding a probationary appointment in a class from which his/her services are to be terminated shall be given seven (7) calendar days notice of such termination provided that, if such notice is not given, a sum equal to seven (7) calendar days salary shall be paid to such employee in lieu of notice. This payment shall be in lieu of earned vacation leave.

18.6 Burden of Proof

In cases of reprimands, suspension, demotion and dismissals the burden of proof of just cause shall rest with the Village. Evidence shall be limited to the grounds stated in the suspension, demotion, or dismissal notice. The record of an employee shall not be used at any time after twelve (12) months of satisfactory service following a reprimand, suspension, or disciplinary action.

ARTICLE 19 - GRIEVANCES

19.1 Definition of Grievance

A grievance shall be defined as any difference or dispute between the Employer and any employee(s) or the Union pertaining to any of the following:

- a) Any matter relating to the terms of employment, conditions of employment, rates of pay, hours of work, or working conditions of any employee or employees under the provisions of this Agreement.**
- b) Any matter involving the interpretation, application, or alleged violation of any provisions of this Agreement.**

19.2 Stewards

The employer agrees to recognize that the duties of a steward shall be to assist any employee whom the steward represents, in preparing and presenting her grievance in accordance with the Grievance Procedure.

19.3 Names of Stewards

The Union shall notify the employer's representative(s) in writing of the name of each steward.

19.4 Permission to Leave Work

- 1) Any employee who feels that he/she has been aggrieved or any employee with relevant grievance information shall receive permission from his/her supervisor to leave temporarily without loss of pay, in order to discuss the complaint with the appropriate Union representative. If it is impossible to leave work immediately due to work requirements other arrangements shall be made on work time, as soon as possible.**

- 2) The employer agrees that a steward or elected officer of the Union shall receive permission to leave assigned duties temporarily in order to discuss those matters covered by the grievance procedure and that such steward shall not suffer any loss in pay for the time so spent. If it is impossible to leave work immediately, due to work requirements, other arrangements shall be made on work time, as soon as possible.
- 3) No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.

19.5 Procedure

Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Administrator/Mayor or his/her designate.

Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.

At any stage during the Grievance Process the time limits above may be extended by mutual agreement between the parties.

19.5.1 Step 1 – Filing a Grievance

Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Administrative Agreement Advisor on behalf of the aggrieved to the Principal/CEO or designate within thirty (30) calendar days of failure of resolution at the local level.

The Principal/CEO shall render a written decision to the SGEU Administrative Agreement Advisor with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.

Step 2 – Meeting:

Upon receipt of the Step 1 letter, the SGEU Administrative Agreement Advisor within thirty (30) calendar days may request a meeting with the Executive Director or Designate. The meeting shall be scheduled within thirty (30) calendar days of the date of the request. Upon mutual agreement of the parties, additional meetings may be required.

The meeting will include the grievor, steward if available, the SGEU Administrative Agreement Advisor and the employer representative(s).

The meeting will:

- attempt to ascertain the facts and negotiate a resolution
- if possible, agree to a joint statement of facts
- based on the meeting the SGEU Administrative Agreement Advisor and the Principal/CEO or Designate may agree in writing to mediate the dispute

If settlement is not reached at Step 2, the Employer shall render the decisions in writing within sixteen (16) calendar days of the meeting.

Step 3 – Mediation

If settlement is not reached at Step 2, the SGEU Administrative Agreement Advisor within twenty-eight (28) calendar days may apply for Mediation.

Step 4 – Arbitration

If settlement is not reached at Mediation, the SGEU Administrative Agreement Advisor within 28 days (28) calendar days may apply for Arbitration.

The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.

It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

19.5.2 Special Measures

- 1) Nothing in this Article precludes the parties from modifying the grievance procedure if another administrative step is required and agreed upon between the Employer and the Union.**
- 2) Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.**

19.6 Deviation from Grievance Procedure

After a grievance has proceeded to Step 1 by the Union, the Employer's representatives shall not enter into discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee.

19.7. Failure to Act Within Time Limits

If the initiator of the grievance fails to follow the time limits without mutual agreement, the grievance shall be deemed to have been withdrawn. Where the recipient of the grievance fails to respond within the prescribed time limits, the grievance shall advance to the next step, unless mutual agreement to extend timelines.

19.8 Technical Objections to Grievances

It is not the intention of the employer or the Union to evade the settlement of grievances on a procedural technicality; however, it is clearly understood that the time limits established herein are for the sake of procedural orderliness and are to be adhered to. Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason why.

19.9 Changes to the Agreement

Any mutually agreed changes to the Collective Agreement shall form part of this Collective Agreement and are subject to the Grievance Procedure.

19.10 Access to Grievance Information from Employer

The employer agrees to provide to the Union or Steward relevant payroll information when requested in writing and accompanied by signed authorization of the employee concerned.

ARTICLE 20 – MEDIATION - ARBITRATION

20.1 Mediation

The Union and the Employer agree the best resolution to disagreements or disputes is a solution worked out between the parties.

It is agreed that the parties by mutual agreement may engage mediation services to resolve a grievance. The mediator will be agreed to by the Employer and the Union, and the costs associated with the mediation process will be equally shared between the parties.

20.1.1 Selection of a Mediator

The parties will reach agreement on a mutually acceptable mediator as needed. If agreement cannot be obtained between the parties then

either party can apply to the Minister of Labour to have a mediator appointed.

20.1.2 Role of the Mediator

The role of the mediator is to assist the parties to achieve a mutually acceptable resolution of the grievance.

20.1.3 Rules Applicable to Grievance Mediation

Any document provided prior to or during the mediation will be returned to the issuing party at the conclusion of the mediation process.

Settlements reached at mediation will not be considered a precedent or normal practice and will not be raised in support of any future grievance.

Anything said or done at mediation will not be used against either the Employer, employee, or the Union at any subsequent arbitration.

At any subsequent arbitration hearing or any hearing on the matter by the Labour Relations Board, the mediator will not be a witness.

No transcripts or records will be kept by the mediator other than the mediation occurred, when, where, the parties to the dispute and whether settlement was achieved.

Parties to the mediation will have the authority to conclude a settlement at mediation.

20.1.4 Grievance Mediation Process

The mediator will provide an introduction of the mediation process, e.g. – concept, ground rules, process and questions.

The process will be determined by the parties to the mediation with respect to the collective agreement, opportunities to comment, and meeting as a group or individually with the mediator.

If a settlement can be reached, the terms of the settlement will be put in writing, and signed by the parties.

If no agreement is possible, the mediator will verbally set out respective positions, and points of difference.

The mediator may shut down the mediation process if it appears resolution is unlikely.

20.2 Arbitration

20.2.1 Selection of an Arbitrator

The parties will reach agreement on a mutually acceptable arbitrator as needed. If agreement cannot be obtained between the parties then either party can apply to the Minister of Labour to have an arbitrator appointed.

20.2.2 Procedure

The arbitrator shall fix a time and place of sittings, after consultation with the parties.

The arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall, as much as possible, follow a layperson's procedure and shall avoid legalistic or formal procedure.

No grievance shall be defeated by any formal or technical objection and the arbitrator shall have the power to allow all pertinent information to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

In the event that an employee is called as a witness in the arbitration hearing, the Employer shall grant leave and expenses which shall be applicable as follows:

- a) If called by the Employer, leave without loss of pay and expenses paid by the Employer.**
- b) If called by the Union, leave without loss of pay and expenses paid by the Union.**
- c) If called by the arbitrator, the parties shall share equally the costs.**

20.2.3 Decision of the Arbitrator

The arbitrator shall render a decision within thirty (30) days of the end of the hearings.

The decision shall be final, binding and enforceable on all parties.

The arbitrator shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions. Subject to the foregoing, the arbitrator shall have the power to dispose of the grievance by any arrangement which the arbitrator deems just and equitable.

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision.

20.2.4 Expenses of the Arbitrator

The fees and expenses of the arbitrator and any other common expenses shall be shared equally by both parties.

ARTICLE 21 – SAFETY AND HEALTH

The following does not limit access to rights and provisions under *The Occupational Health and Safety Act*.

The parties recognize the importance of occupational health and safety in the workplace. In addition to the articles contained in this agreement, the employee has the full protection of *The Occupational Health and Safety Act*, including the right to refuse work if the employee has reasonable grounds to believe it is unusually dangerous. The employee will have access to information that may impact on the health of the employee or others, and has the duty to conduct himself in a safe and responsible manner at work.

- 21.1 The Village shall make provision for the safety and health of employees during hours of work.
- 21.1.2 The Village will comply with the provisions of the *Occupational Health and Safety Act* and the regulations therein.
- 21.1.3 A joint committee of one representative from the Union and two from the Village shall be appointed to develop and implement an employee/family assistance plan. Employees participating in said committee shall not suffer any loss of salary.

ARTICLE 22 – PRESENT CONDITIONS AND BENEFITS

- 22.1 All rights, benefits, privileges and working conditions negotiated by the Union and included in this Collective Agreement shall constitute the entire Agreement between the Village and the Union.

- 22.2 All provisions of this agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated.
- 22.3 In the event the Village merges or amalgamates with another body the Village shall make a sincere effort to have the rights of employees protected. These rights shall relate, among other things, to seniority, earned employment benefits, wage rates and the right to bargain collectively. It is recognized, of course, that the Village in such circumstances cannot guarantee to employees' continuance of rights and benefits enjoyed under the Village.

ARTICLE 23 – COPIES OF THE AGREEMENT

The Village and the Union shall share printing costs of sufficient copies of the Agreement at a mutually agreed upon shop.

ARTICLE 24 – DURATION OF AGREEMENT

- 24.1 This Agreement shall be binding and remain in effect from October 1, **2010** to September 30, **2013** and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendment at least thirty (30) but not more than sixty (60) days prior to the anniversary date.
- 24.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 24.3 Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable.
- 24.4 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive, if negotiated, full retroactivity of any increases in wages.

ARTICLE 25 – GROUP LIFE

The Village agrees to install a Group Life Insurance scheme for the benefit of its employees of mutually agreed upon benefit level. The Village shall pay 100% of the premium involved in this scheme.

ARTICLE 26 – REGISTERED SUPERANNUATION PLAN

The Village shall enrol the employees into a Registered Superannuation Plan.

ARTICLE 27 – ANTI-HARASSMENT

The following does not limit access to rights or provisions under *The Occupational Health and Safety Act* or *The Saskatchewan Human Rights Code*.

27.1 Discrimination

There shall be no discrimination or harassment with respect to any employee by reason of age (subject to compulsory retirement provisions), race, physical disability, creed, color, national ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employees position, nor by reason of membership or activity in the Union.

27.2 Definition of Harassment

Harassment can be defined as any unwelcome or unwanted action by any person against another, in particular by management or a co-worker. It can be verbal or physical action on a single or repeated basis, which humiliates, insults, degrades or threatens.

"Unwelcome" or "unwanted" in this context means any actions, which the harasser knows or ought reasonably to know, are not desired by the victim of harassment.

Harassment is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control.

27.3 Statement of Agreement by the Parties

To create a harassment-free workplace, the parties are committed to the joint development of pro-active programs to eliminate forms of harassment. The parties further agree to accept zero tolerance in combating harassment in the workplace.

27.4 Joint Union/Management Committee on Harassment

A joint Union/Management committee composed of equal representation from union and management with equal gender and minority group status representation from each side, will be struck within thirty (30) days of signing of this agreement.

The chairperson of the committee shall rotate from meeting to meeting. Committee decisions shall be by consensus.

The Committee will:

- a) Reach consensus on those fundamental principles that will be contained in any education program to prevent or correct racial, sexual or personal harassment within the workplace.
- b) Oversee the development, production and delivery of an educational program. The first session shall be delivered within six (6) months of the Committee being formed.
- c) Ensure mandatory participation in the program for all employees (in-scope and managerial).
- d) Ensure the program is universally available in a form that suits the individual work situation.
- e) Assemble an inventory of training resources appropriate to the delivery of the program.
- f) Develop a brochure intended to be used as a promotion in combating harassment.

The Committee will have the authority to access any resources necessary to fulfil their mandate. All costs will be the responsibility of the employer.

27.5 Roles of the Parties

The Union Will:

- Recognize that every member has the right to be treated with dignity and respect, and to work in a workplace free of harassment.
- Not condone or tolerate any harassment.
- Support and encourage its members to speak out and confront harassment.
- Defend their members when inappropriate disciplinary sanctions are imposed by the employer.

The Employer Will:

- Provide a workplace free of harassment.

- Recognize that in order to end harassment, it is necessary to confront and correct the harasser's behaviour. The employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable in bringing forward complaints and secure in confronting the harassment.
- Guarantee that every employee takes the training and that all new employees be provided the training as part of their orientation to the job. This will occur within three months for all new employees.

27.6 **Promotion of This Joint Undertaking**

- 27.6.1 The parties will print and distribute, at the employer's expense, a brochure intended to prevent or combat harassment in the workplace. This brochure will include the zero tolerance concept and the complaints procedure.
- 27.6.2 The parties will issue a joint press release announcing our agreement and setting out the action to be taken and objectives of this joint agreement. The parties will also promote this joint agreement in their respective publications.

27.7 **Complaints Procedure**

27.7.1 **Obligation**

It is the responsibility of the employer to create and maintain a workplace free from harassment and to ensure that complainants and witnesses to harassment are protected from intimidation and/or repercussions after reporting incidents and during any investigation.

27.7.2 **Procedure for Handling Harassment Complaints**

- a) All complaints of harassment shall be covered by this article and dealt with in a serious manner.
- b) Leave without loss of pay and expenses shall be paid by the employer for any proceedings under this article.
- c) All proceedings under this article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to complainant(s) personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article.
- e) In the event that both the harasser as well as the victim, are members of the Union, the employer agrees to allow each their right to steward representation.

- f) Nothing in this article precludes the rights of the victim to take their complaint to any outside agency, i.e., Human Rights Commission, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

Step 1

- 1) Any complaint may be lodged in confidence with a Union or management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the accused of the complaint.
- 2) The complaint shall be investigated in confidence and an honest attempt will be made to achieve resolution.
- 3) If a satisfactory resolution is achieved, the process ends here.

If no satisfactory resolution is achieved, then Step 2 is implemented.

Step 2

- 1) A formal complaint shall be submitted concurrently in writing, to management, and to the Union, i.e., Chief Executive Officer.
- 2) Upon receipt of the written complaint, management shall set up a board within five (5) calendar days to investigate the complaint.

The board shall consist of one union representative, one management representative and an independent chairperson. The chairperson is to be selected by rotation, (No representative on the board shall be from the department workplace where the incident is alleged to have occurred).

The first item of business shall be to recommend to the employer whether the harasser or complainant should be removed from the immediate workplace.

It is agreed that as a general principle the harasser be the one removed. However, in exceptional circumstances, (factors such as the emotional and mental health of the complainant), the complainant may be removed.

In any case, there shall be no loss of pay or benefits during the period of investigation for either party.

- 3) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the board.

- 4) A response containing a decision and recommendations will be submitted in writing within twenty (20) days. This time limit may be extended by mutual agreement.
- 5) The three person investigative board shall have jurisdiction to recommend appropriate action to the employer, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.

The board shall have the authority to determine whether a complaint is frivolous and to recommend the appropriate course of action in such cases.

The recommendations of the board shall be final and binding.

Explanatory Note:

The decision of the board under this section is comparable to an arbitration award and is not grievable except it may be reviewed judicially if the decision contains an error in law, is patently unreasonable, and/or it exceeds the jurisdiction of the arbitrator as defined under Step 2.

ARTICLE 28 - NORTHERN HEALTH MAINTENANCE

28.1 Health Maintenance shall be provided for all employees. The number of paid trips per fiscal year to a maximum of **five (5)** for full-time employees. OTFT employees shall be pro-rated based on the previous years' hours of work. The calculation will be a pro-ration on each trip to a maximum of **five (5)** trips per fiscal year.

One night accommodations per trip as required.

- 28.2 To be eligible, the Employee must:
- i. provide proof of warranted medical attention;
 - ii. provide proof of referral if medical attention is available in home location.
- 28.3 An Employee who claims for a medical trip is not entitled to claim mileage from another plan or agency on the same trip, eg: spousal plan, SGI, etc.
- 28.4 Actual return mileage, to the nearest centre where the required service is available, will be paid in accordance with the current Transportation Allowance.

- 28.5 Transportation shall be paid to an Employee for a spouse or their children (eighteen (18) years of age or under), including adopted children as well as wholly dependent children over eighteen (18) years of age (eg. disabled).
- 28.6 Mileage shall be paid as per Article 7.11.

In witness whereof the parties hereto have executed this Agreement on the ____ day of
____ April _____, 2011, A.D.

On behalf of the Northern
Village of Buffalo Narrows.

On behalf of the Employees of
the Northern Village of
Buffalo Narrows.

Bobby Woods, Mayor

Dale Shatilla

Jackie Durocher, Deputy Mayor

Ron Laliberte

Jimmy Woods Counsellor

Candice Waite, Counsellor

Audrey Yaremy for S.G.E.U.

Estelle Laliberte, Counsellor

Gerald Tinker, Counsellor

Therese Chartier, Administrator

SALARY GRIDS

Effective October 1, 2010 - 3%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist Trainee 1	\$ 11.95	\$ 12.71			
Secretary Receptionist 2	\$ 13.65	\$ 14.74	\$ 15.66	\$ 16.81	\$ 18.05
Recreation Director 1	\$ 15.47	\$ 17.04	\$ 17.84	\$ 19.17	\$ 20.65
Recreation Director 2	\$ 17.66	\$ 19.18	\$ 20.35	\$ 21.22	\$ 22.81
Facility Maintenance Worker	\$ 17.43	\$ 18.75	\$ 20.21	\$ 21.77	\$ 23.43
Municipal Maintenance Supervisor	\$ 22.82	\$ 23.65	\$ 24.51	\$ 25.40	\$ 27.78
Municipal Maintenance Employees (Certified)	\$ 17.18	\$ 18.36	\$ 19.72	\$ 20.94	\$ 21.72
Municipal Maintenance Employees (Uncertified)	\$ 15.12	\$ 16.30	\$ 17.65	\$ 18.88	\$ 19.65

Effective October 1, 2011 - 3%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist Trainee 1	\$ 12.31	\$ 13.09			
Secretary Receptionist 2	\$ 14.06	\$ 15.18	\$ 16.13	\$ 17.31	\$ 18.59
Recreation Director 1	\$ 15.94	\$ 17.55	\$ 18.37	\$ 19.74	\$ 21.27
Recreation Director 2	\$ 18.19	\$ 19.76	\$ 20.96	\$ 21.85	\$ 23.49
Facility Maintenance Worker	\$ 17.95	\$ 19.31	\$ 20.82	\$ 22.42	\$ 24.13
Municipal Maintenance Supervisor	\$ 23.50	\$ 24.36	\$ 25.25	\$ 26.16	\$ 28.61
Municipal Maintenance Employees (Certified)	\$ 17.70	\$ 18.91	\$ 20.31	\$ 21.57	\$ 22.37
Municipal Maintenance Employees (Uncertified)	\$ 15.57	\$ 16.79	\$ 18.18	\$ 19.45	\$ 20.24

Effective October 1, 2012 - 3%

Classification	Year 1	Year 2	Year 3	Year 4	Year 5
Receptionist Trainee 1	\$ 12.68	\$ 13.49			
Secretary Receptionist 2	\$ 14.48	\$ 15.63	\$ 16.61	\$ 17.83	\$ 19.14
Recreation Director 1	\$ 16.42	\$ 18.08	\$ 18.92	\$ 20.34	\$ 21.91
Recreation Director 2	\$ 18.74	\$ 20.35	\$ 21.59	\$ 22.51	\$ 24.19
Facility Maintenance Worker	\$ 18.49	\$ 19.89	\$ 21.44	\$ 23.09	\$ 24.85
Municipal Maintenance Supervisor	\$ 24.21	\$ 25.09	\$ 26.00	\$ 26.94	\$ 29.4
Municipal Maintenance Employees (Certified)	\$ 18.23	\$ 19.48	\$ 20.92	\$ 22.22	\$ 23.04
Municipal Maintenance Employees (Uncertified)	\$ 16.04	\$ 17.30	\$ 18.73	\$ 20.03	\$ 20.85

All Employees governed by this Collective Agreement as of October 1, 2010 shall be eligible for retroactive wage adjustments, based on all paid hours with the Employer party to this Collective Agreement.