

**RURAL  
MUNICIPALITY OF  
PADDOCKWOOD  
#520**

**December 1, 2011 to  
November 30, 2016**

**COLLECTIVE AGREEMENT**

**SGEU**

Collective Bargaining Agreement

between

Saskatchewan Government And  
General Employees' Union

and

Rural Municipality of  
Paddockwood #520

December 1, 2011 to November 30, 2016

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This Agreement entered into effective this 18th day of October, 2012.

BETWEEN:

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION,**

(Herein Referred to as "The Union")

AND:

**RURAL MUNICIPALITY OF PADDOCKWOOD #520,**

(Herein Referred to as "The Employer")

## **PREAMBLE**

The purpose of this agreement is to establish and maintain collective bargaining relations between the Employer, its employees and the Union; to provide a high quality of service to ratepayers and the public; to encourage efficiency in operations; to provide for the orderly, prompt and equitable disposition of grievances; and to set out the terms and conditions of employment for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 1 - INTERPRETATIONS**

### **1. Definitions**

1.1 For the purposes of this Agreement, the following definitions shall apply:

- (a) Full-time employee means an employee who is appointed to a full-time position and is regularly scheduled to work.
- (b) Part-time employee means an employee who is appointed to a part-time position and is regularly scheduled to work.
- (c) Seasonal employee means a person who is hired to work during the road maintenance season any time between approximately April 1 and October 30 each year.
- (d) Union means the Saskatchewan Government and General Employees' Union representing the employees of the Rural Municipality of Paddockwood, #520.
- (e) Employer means the Rural Municipality of Paddockwood, #520.
- (f) Parties means the parties to this Agreement, i.e., the Employer and the Union.
- (g) Administrator means Administrator of the Rural Municipality of Paddockwood, No. 520.

- (h) Executive Director of Operations means the EDO of the Saskatchewan Government and General Employees' Union.
- (i) Plural or Masculine/Feminine Terms May Apply: Wherever the feminine gender is used in this Agreement, it shall be considered as if the masculine gender has been used and whenever the singular term is used in this Agreement, it shall be considered as if the plural has been used where the context of the intent of the clause so requires or vice versa.

## **ARTICLE 2 - SCOPE**

2.01 The terms of this Agreement shall apply to all employees of the RM of Paddockwood, with the exception of the Administrator, **Assistant Administrator**, **Foreman**, Office Cleaning and Councillors.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes the Employer's right to manage the operation in all respects except where specifically limited by the terms of this Collective Agreement.

## **ARTICLE 4 - UNION SECURITY**

### **4.01 Recognition**

The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for the employees covered by this Agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer's representatives without the proper authorization of the Union. The Union will provide the Employer with the name of its officers. The Employer shall provide the Union with a list of personnel with whom the Union may be required to transact business.

### **4.02 Union Membership**

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within 30 days after the commencement of his employment, apply for and maintain membership in the Union, as a condition of employment, provided that any employee in the appropriate bargaining unit who is not required to maintain his membership or apply for and maintain 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.

#### **4.03 No Contracting Out**

The employer agrees that all work or services performed by the employer shall not be subtracted, transferred, leased, assigned or conveyed, in whole or in part, to any other person, company, or non-unit employees, except those that have been mutually agreed by the parties.

#### **4.04 Check-off**

The employer agrees to deduct on behalf of the Union when requested in writing and accompanied by signed authorization cards, all initiation fees, monthly dues, assessment and levies, from and on behalf of all employees who are members of the Union from the employee's pay cheque each month. The employer shall remit such deductions to the Executive Director of Operations of the Union prior to the tenth day of the month following the calendar month in which such deduction is made, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

#### **4.05 Monthly Statement**

A monthly statement shall also be forwarded to the EDO of the Union showing the names of all new employees covered by this Agreement hired during the month, their date of hire, employment status, classification and rate of pay, and the names of all employees who have terminated employment and their date of severance.

#### **4.06 New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment including those set out in this Article dealing with Union Security.

A representative of the Union shall be given 30 minutes during working hours to acquaint him with the benefits and duties of Union membership and of signing dues deduction authorization cards, etc.

#### **4.07 Bulletin Boards**

The Employer shall make available to the Union a bulletin board in each work place so that the employees have access to it, upon which the Union shall have the right to post notices and information which may be of interest to the employees.

#### **4.08 Non Discrimination**

The employer and the Union agree that there shall be no discrimination by reason of age, race, creed, colour, physical or mental disability, sex, political activity, religious affiliation, personal, marital status or sexual orientation nor by reason of membership or activity in the Union.

#### **4.09 Union Access**

The Bargaining Unit shall have the right at any time to have the assistance of representatives of the Union in any collective bargaining negotiations with the Employer or any disciplinary or grievance meetings with the Employer. A representative of the Union may have access to the employees during working hours in order to investigate and settle any grievances provided prior approval for such access has been obtained from the Reeve or Administrator.

#### **4.10 Refusal To Cross Picket Lines**

The employer will not request or require employees to perform work that would normally have been carried out by workers employed by a separate employer who are involved in a strike.

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a labour dispute. Failure to cross a picket line encountered in carrying out an employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action. Any employee not reporting for work as a result of this clause may have those hours deducted in wages.

#### **4.11 Income Tax (T-4) Slips**

At the same time that Income Tax (T-4) slips are made available, the employer shall type the amount of union dues paid by each union member on their T-4 slip.

### **ARTICLE 5 - NO STRIKE - NO LOCKOUT**

#### **5.01 No Strike – No Lockout**

During the term hereof there shall be no strikes, slowdowns or work stoppages on the part of any employee bound by this Collective Agreement or the Union, nor shall there be any form of lockout on the part of the Employer

## **ARTICLE 6 - LABOUR/MANAGEMENT RELATIONS**

### **6.01 Printing of Agreement**

The parties to this Agreement agree the cost of printing the Collective Agreement will be shared equally between the Employer and the Union. This Agreement will be printed in a unionized shop.

## **ARTICLE 7 - SAFETY AND HEALTH**

The Employer shall make provisions for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards.

### **7.01 Meetings**

Joint Employer-Employee Occupational Health and Safety Committees shall be established to represent places of work as agreed between the parties. Each committee shall consist of not less than two (2) members and not more than four (4) members. At least one-half (1/2) of the committee members shall be employees elected or appointed by the Union members and each committee shall have employer and employee chairpersons, as appointed by their respective parties.

### **7.02 No Discipline**

No employee shall be disciplined for refusal to work on a job or to operate any equipment that is unsafe. The Committee shall promptly investigate each refusal and, if it is able to make a decision on whether such refusal was warranted. If such action was warranted, the Committee will notify the employer of any unsafe condition(s), and the employer will undertake suitable corrective measures, and report in writing to the Committee of action he has taken. If such action was not warranted, the Committee will meet with the workers affected, and report to them the reasons for its decision.

### **7.03 First Aid**

Adequate first aid supplies shall be made available in all Employer work sites. The employer shall make provision of facilities and training for first aid, taking into account the nature of the work performed by employees and the proximity of medical assistance. The employer will provide and properly maintain a medical aid log book at each first aid station.

#### **7.04 Health and Safety Orientation and Instruction**

The employer agrees to acquaint all employees in the hazards of the work place and its equipment and work processes, and to train all employees in proper and safe work practices, during work hours.

#### **7.05 Protective Clothing and Equipment**

Any necessary clothing and personal protective equipment will be provided by the employer at the employer's expense.

#### **7.06 Working Alone**

The Employer shall use, at intervals that are reasonably practicable under the circumstances, a method of checking on the well-being of a worker who is working alone under conditions that may give rise to danger to the worker.

#### **7.07 Occupational Health Committees**

The Occupational Health and Safety Committees shall have a continuing concern with respect to the health and safety at the work place. The committees shall meet not less than quarterly. If the Committee determines that less frequent meetings are required, they will apply for this as per regulations. The committees shall receive, consider and recommend solutions respecting health and safety concerns at the work place. Committee members shall be given reasonable opportunity during regular hours to deal with such concerns.

#### **7.08 Quorum**

Quorum at each committee meeting will be satisfied if at least half (1/2) of its members are present, and if at least half (1/2) of those members present are worker representatives and at least one (1) is an employer representative.

The employer will consider as hours worked, all reasonable time spent by committee members at committee meetings, conducting committee business, and reporting to employees on the progress of the committee's work. Such hours worked will be subject to the hours of work provisions of this Collective Agreement.

## **7.09 Committee Minutes**

Every committee meeting will be recorded in its official minutes, copies of which will be posted in each work place on a bulletin board with copies promptly forwarded to the employer, the Chief Executive Officer of the Union, and the Department of Labour. All committee minutes will be kept with other committee records and correspondence, and shall be available for inspection by any employee and the Union.

Minutes of committee meetings shall be posted in the work place and shall be made available concurrently to the Employer, the Union and the Occupational Health and Safety Branch.

## **7.10 Workplace Inspections**

The committee shall conduct workplace inspections at intervals it deems advisable, and shall notify the employer in writing of any unsafe conditions found. The employer shall promptly undertake suitable corrective measures, and will report in writing to the Committee of the action he has taken.

## **7.11 Committee Investigations**

Each committee shall promptly investigate all fatalities and serious bodily injuries, and all dangerous occurrences that may have caused injuries, and shall furnish a written report to the employer and the Chief Executive Officer of the Union (and the Department of Labour if required or deemed advisable).

## **7.12 Occupational Health Committee Training**

The employer shall ensure that relevant training as defined by OH&S is offered to all committee members of the OH&S Committee. The employees will be compensated, by the employer, for all expenses in relation to this training.

## **7.13 Provision of Information**

The Employer and the Union agree to exchange any and all information on occupational injuries and illnesses, as well as health and safety matters affecting employees. Confidential information will only be released upon written authorization of the employee.

## **7.14 Harassment**

The Employer will have an up-to-date Harassment Policy, which will be reviewed periodically and posted as per Occupational Health and Safety rules.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Definition of a 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.

### **8.02 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.

### **8.03 Names of Stewards**

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

### **8.04 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 local Union representative or to call the AAA in Prince Albert. 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.

## **8.05 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/Reeve 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.

### **8.05.1 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 Reeve/Administrator or designate within thirty (30) calendar days of failure of resolution at the local level.

The Reeve/Administrator 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 Reeve/Administrator 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 fifteen (15) calendar days of the meeting.

### **Step 3 – Mediation**

If settlement is not reached at Step 2, the SGEU Administrative Agreement Advisor within thirty (30) calendar days may apply for Mediation.

### **Step 4 – Arbitration**

If settlement is not reached at Mediation, the SGEU Administrative Agreement Advisor within thirty days (30) calendar days may apply for Arbitration.

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

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

## **8.05.2 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.

## **8.06 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.

## **8.07 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.

## **8.08 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.

## **8.09 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.

## **8.10 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 9 - MEDIATION ARBITRATION**

## **9.01 Single Arbitrator**

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.

### **9.01.1 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.

### **9.01.2 Role of the Mediator**

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

### **9.01.3 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.

### **9.01.4 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.

## **9.02 Arbitration**

### **9.02.1 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.

### **9.02.2 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.

### **9.02.3 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.

### **9.02.4 Expenses of the Arbitrator**

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

## **ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL**

### **10.01 Discipline and Discharge**

Any employee may be dismissed or suspended but only for just cause, and only upon the authority of the employer. In the event the employer initiates a disciplinary action against an employee, the following procedure shall be followed.

### **10.02 Burden of Proof**

In cases of disciplinary action against an employee, proof of just cause shall rest with the employer. The record of an employee shall not be used at any time after twenty four (24) months following a disciplinary action, unless there is a repeated disciplinary action for the same or similar circumstances.

### **10.03 Records of Employees**

Personnel records of an employee shall be open to his/her scrutiny upon request and in the presence of the employer. A Union representative, upon request in writing by the employee, shall have access to the file.

The employer shall provide the employee written notice of any infractions that could lead to disciplinary action within thirty (30) days of becoming aware of said infraction.

### **10.04 Verbal Coaching**

The Employer may verbally outline to the employee any reasons for the reprimand, how he/she should correct his/her work and what will happen if their misconduct continues. There is no official written report of an oral coaching session. A shop steward may be present as an advocate.

### **10.05 Letter of Reprimand**

The Employer may reprimand an employee by means of a letter of reprimand to the employee. Such letters shall become part of an employee's record, (subject to Article 10.02). The employee's reply to the specific complaints, accusations, or expressions of dissatisfaction shall also be recorded. Letters of reprimand will be forwarded to the Union unless otherwise specified by the employee. A shop steward shall be present as an advocate.

## **10.06 Suspension**

The Employer may reprimand an employee by giving notice of the suspension and the reasons for it in writing. The days of suspension shall be included. Unless otherwise specified by the employee, a copy will be supplied to the Executive Director of Operations of S.G.E.U. A shop steward shall be present as an advocate.

## **10.07 Termination**

Dismissal shall be effected by the Reeve or Chairperson of the Council or his/her designate. The employee shall receive written notice of the action which shall include a specific statement of just cause.

**10.08** An employee considered by the Union to be wrongfully or unjustly disciplined shall be entitled to a hearing under the Grievance Procedure (Article 8).

## **10.09 Reinstatement of Rights**

An employee, who has been unjustly suspended, or dismissed, shall under this Article, upon reinstatement, receive all rights and benefits retroactive to the date of suspension, or dismissal.

## **10.10 Right To Have a Steward**

An employee shall have the right to have her steward present at any discussion with supervisory personnel which the employee believes might be the basis for disciplinary action.

- a) Where the Employer intends to meet with an employee for disciplinary purposes, the employee shall be so notified in writing, in advance, the purpose of the meeting, and informed of the right to have a Union representative present at the meeting. The member will be given sufficient time to arrange union representation and if necessary to schedule at a later date

A steward or local union representative shall have the right to consult with an SGEU Agreement-Administration Advisor and to have them present at any of the meetings.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

All employees covered by this Agreement shall earn seniority from the first date of hire with the employer. Seniority shall be based on hours worked subject to the following:

Employees will continue to accrue seniority while on any approved leave of absence including the following:

- a) Worker's Compensation for 3 years;
- b) Long Term Disability for 3 years.

### **11.02 Loss of Seniority**

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) is dismissed by the Employer and not reinstated.
- (b) fails to return to work after termination of a leave of absence, unless a satisfactory reason is demonstrated.
- (c) has been on the re-employment list or laid off for one season.
- (d) has been on Worker's Compensation, Long Term Disability or has been unfit to perform their duties for a period of three years.
- (e) resigns.

### **11.03 Seniority List**

The Employer shall maintain a seniority list of all employees showing the date upon which each employee entered the service of the Employer. Such list shall be sent to the Union in April of each year and shall remain posted on the bulletin board for the balance of the year.

The list will be open to protest for a period of 30 calendar days from the date of posting and on presentation by the employee or Union of proof of error, the roster shall be corrected immediately and notice of correction shall be posted on a separate sheet.



## **ARTICLE 12 - APPOINTMENTS AND PROBATIONARY PERIODS**

### **APPOINTMENTS**

#### **12.01 Position Designations**

All positions within the scope of this Agreement shall be designated as either:

- (a) full-time, or
- (b) part-time, or
- (c) seasonal; or
- (d) casual

#### **12.02 Filling Vacancies**

In all cases of filling vacancies, the following factors shall prevail: the qualifications, ability and experience of the applicant. The most senior qualified internal candidate shall be awarded the position.

#### **12.03 Vacancies Shall be Posted**

Vacancies which the employer intends to fill shall be posted for at least seven (7) calendar days unless the Employer and the Union agree to a shorter period. The employer may advertise the position externally simultaneously; however, qualified internal applicants shall have preference over external applicants.

During the lay-off period, the employer will make a reasonable effort to inform employees by mail of such posting.

#### **12.04 Information on Posting**

Job postings shall set out the following information:

- (a) name of position;
- (b) position designation as per Article 12.01;
- (c) a brief description of position duties;
- (d) qualifications required;
- (e) salary;
- (f) hours of work designation as per Article 14;
- (g) deadline for submission of applications.

## **PROBATION**

### **12.05 Probationary Period**

Newly hired employees shall be on probation for ninety (90) days worked. The probationary period may be extended for an additional ninety (90) days worked at the discretion of the Employer. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except that a probationary employee may be disciplined or discharged by the Employer with just cause, provided that such discipline or discharge shall not be arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of hire.

Should the Employer decide to discharge a probationary employee, the probationary employee shall be provided with written reasons for the discharge.

### **12.06 Trial Period in a New Classification**

An employee, who accepts a position in a new classification, will serve a trial period of 40 days worked. Where an employee's performance is not successful in the new classification or where an employee so chooses, the employee may revert at any point in the trial period to the previous held position or by mutual agreement to a similar position at the same step in the salary range subject to any increments which may have been earned during the trial period.

### **12.07 Completion of Probation**

The employee will be informed in writing of the successful completion of the probationary or trial periods or the employee will be deemed to have passed probation.

## **ARTICLE 13 - LAY-OFF AND RECALL**

### **13.01 Definition and Notice of Lay Off**

A layoff shall be as defined in The Labour Standards Act. Notice of lay off (including job abolition) shall be provided as per The Labour Standards Act.

### **13.02 Job Abolition**

It is agreed that the Employer will inform the Union in advance of any job abolitions.

### **13.03 Role of Seniority in Lay Offs**

In the event of job abolition or lay-off, employees will be laid off in reverse order of seniority, provided they have the qualifications, ability and experience to do the work.

### **13.04 Seasonal Lay-Off**

Seasonal lay-off shall mean the temporary separation from employment of seasonal employees with anticipated, but not guaranteed, future recall. Seasonal employees shall receive written notice of seasonal lay-off indicating the approximate effective date of the lay-off. The actual effective date of the lay-off may change depending on a number of factors, including the availability of work, weather conditions and the employee's commitment to alternate employment.

### **13.05 Recall**

The employer will determine the requirement to recall seasonal employees each spring. Seasonal employees will be recalled to work in order of their seniority for positions for which they have qualifications, ability and experience to do the work performed. Seasonal employees will receive notice of recall by registered letter addressed to the employee's last known address. A seasonal employee shall have ten (10) working days from the date of the mailing of such letter to notify the Employer of his acceptance or refusal of seasonal work.

Seasonal employees who will not be available for seasonal recall shall notify the Employer in advance. Similarly, the employer will advise a seasonal employee who will not be recalled to work in advance of the date on which seasonal employment usually commences.

In all other cases of recall, employees will be recalled to work in order of their seniority for positions for which they have the qualifications, ability and experience to do the work to be performed. The Employer will mail a registered letter to the laid off employee addressed to his last known address. The employee shall have ten (10) working dates from the date of mailing of such a letter to notify the Employer of his acceptance or refusal of employment offered.

In the event that the Employer does not receive notification from the employee or the seasonal employee within the ten (10) working day period or the employee or seasonal employee fails to report to work within the required time limits, then the said employee shall be deemed to be terminated.

### **13.06 Snow Removal and Winter Work**

The parties agree that Article 12.4 shall not apply when calling employees on lay-off in to work during winter months for snow removal, winter work or other emergency work. Employees shall be called in for such work based on seniority and availability and shall not be entitled to notice of lay-off or bumping rights.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01 Office Employees**

Office employees shall work a seven-hour workday, from 8:30 a.m. to Noon, and 12:30 p.m. to 4:00 p.m., from Monday to Friday. Employees shall be paid overtime at a rate of one and one-half times the regular rate of pay for all authorized hours worked over 8 hours in a day and 40 hours in a week.

### **14.02 Maintenance Employees**

The parties agree that the hours of work for maintenance employees will vary according to seasonal demands, weather conditions, work required and financial circumstances.

**The normal hours of work for employees involved in road construction and maintenance shall be as follows:**

- a) during the winter months, employees will be called in by seniority for emergent situations. Ten (10) hours per day shall be the maximum hours worked in a day.**
  
- b) during the summer months, ten (10) hours per day, (7:00 a.m. to 5:30 p.m.) with an unpaid one-half hour meal break, from Monday to Friday, for a total of fifty (50) hours per week.**

Employees are required to be at work or at the designated equipment ready to operate at 7:00 a.m. and to return to the shop at 5:00 p.m. to perform 30 minutes of maintenance or equipment preparation for the following day.

### **14.03 Averaging Period**

Notwithstanding 14.02 the employer will attempt to schedule employees based on a 4-week averaging period not to exceed 200 hours. The employer will attempt to schedule shifts based on a ten (10) hour day inclusive of two (2) fifteen minute rest breaks to be taken in the middle of each 4 hour period and exclusive of a 30 minute meal break.

#### **14.03.1 Days of Rest**

Days of rest will normally be Saturday and Sunday unless unforeseen circumstances have interfered with the operation during the week, in which case the employee will be assigned to work on Saturday and by mutual agreement on Sunday, unless for emergent reasons. By mutual agreement the employee may take a day off during the week.

#### **14.03.2 Overtime**

Authorized time worked in excess of the averaging period hours (200 hours) shall be paid at the rate of time and one-half.

### **14.04 Time Off in Lieu of Pay**

By mutual agreement between the Employer and the employee, the employee may take time off in lieu, calculated at the appropriate overtime rate.

### **14.05 Call-in Pay**

An employee reporting to work as assigned, shall be provided with a minimum of three (3) hours work or if no work is required a minimum of three (3) hours regular pay.

## **ARTICLE 15 - DESIGNATED HOLIDAYS**

### **15.01 Designated Days**

Leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

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.

### **15.02 Falling on a Weekend**

When any of the above holidays falls on a Saturday or Sunday, the employer shall designate either the preceding Friday or the following Monday to be a holiday in lieu thereof.

### **15.03 Working on a Designated Holiday**

An employee who is required to work on a designated holiday shall be entitled to leave of absence with pay of one and one-half (1 1/2) times worked at regular pay for all hours worked. Provided that if such leave of absence with pay cannot be granted within three months the employee shall be paid, in addition to their regular pay, at the rate of one and one-half (1 1/2) times the regular pay for the holiday worked. By mutual agreement the three month period for granting leave with pay may be extended.

An employee who is required to work overtime on a designated holiday shall be paid at the rate of two and one-half (2 1/2) times their regular pay for each hour in excess of normal hours which they work.

## **ARTICLE 16 - SICK LEAVE**

### **16.01 Definition**

Sick leave means the period of time an employee is absent from work with pay by virtue of job-related stress or of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.

### **16.02 Annual Paid Sick Leave**

All permanent and permanent seasonal employees shall receive sick leave credits retroactive to December 1, 2009 and prorated on hours of work and on the basis of one (1) working day per month to a maximum of 45 days.

### **16.03 Accumulation of Annual Paid Sick Leave**

The unused portion of an employee's sick leave shall accrue for his/her future benefits, to a maximum of 45 days. No remuneration shall be granted in lieu of unpaid sick leave benefits at termination of employment.

### **16.04 Deductions From Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave. A sick day is defined as an 8 hour day.

### **16.05 Proof of Illness**

A medical certificate(s) may be required from employees reporting sick in excess of three (3) days. If a medical certificate is required, such a certificate will be requested during such illness.

### **16.06 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work, upon expiration of such leave of absence etc., he/she shall retain her existing accumulated credits at the time of such leave or lay-off.

An employee shall continue to accumulate sick leave credits for leave of absence or lay-off of one (1) month or less.

### **16.07 Sick Leave Records**

An employee's accumulated sick leave credits shall be made available to each employee(s) upon request.

### **16.08 Leave of Absence While Sick**

In cases where permanent employees are sick beyond their accumulated sick credits, the Employer shall grant leave of absence without pay until the employee is able to return to work or for a period of one (1) year. Such leave shall be reviewed annually. Such an employee shall not displace an employee with more seniority.

### **16.09 Recognition of Social Illness**

The Employer and the Union recognize that mental illness, alcoholism, and drug abuse are health problems. Where necessary, sick leave benefits will be granted for treatment on the same basis as now applied for other health problems.

Employees whose spouse is undertaking a rehabilitative program for alcoholism or drug abuse may apply for vacation time or leave of absence without pay to participate with her spouse in such rehabilitative program.

It is recognized by both the Employer and the Union that it is the personal responsibility of the individual to accept treatment. The acknowledgment of the above is not to be interpreted as constituting a waiver of management's responsibility to maintain disciplinary measures within the framework of the collective bargaining agreement.

## **ARTICLE 17 - PAY ADMINISTRATION**

### **17.01 Rates of Pay**

The rates of pay contained in Appendix "A", attached to and forming part of this Agreement, shall be the only rates paid to employees.

### **17.02 Payment Periods**

Effective January 1, 2001, salaries shall be paid every other Thursday, when each employee shall receive a statement showing period worked, gross salary earned, all deductions there from, and for what purpose. The implementation of this provision will require a hold back of one week's pay. Employees must submit time sheets no later than noon on the Monday before payday. Employees will receive all monies owed on the last cheque at the time of lay-off.

### **17.03 Annual Increments**

Every employee shall be entitled annually to an increment within his pay range. An employee's increment date shall be the first day of the month after which an employee has worked 1500 hours in his current position. When an employee accepts a new position a new increment date shall be established.

### **17.04 In-Hiring Rates of Pay**

New employees shall be hired at the minimum of the range, provided however, that with the prior approval of the Union, the in-hiring rate on original employment may be at a rate above the minimum, in those instances where no qualified person can be secured at the minimum rate.

### **17.05 Moving to a New Position**

An employee moving from one position to another shall be appointed at the step in the range for that position which is next highest to the employees current wage if the wage scale for the new position is higher or the next lowest step if the position is in a lower paid classification.



## **ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **18.01 New Classes of Positions**

Whenever a new classification is created, the parties will bargain collectively for its exclusion or inclusion in this Agreement, and if included, for its hours of work designation, probationary period and rate of pay.

### **18.02 Resolution of Disputes**

If agreement is not reached on Article 18.01, the Employer may assign an hours of work designation, probationary period and rate of pay, and proceed to fill the position in accordance with Article 12.02, , and the dispute shall be resolved pursuant to Article 8.

## **ARTICLE 19 - ALLOWANCES AND OTHER PAYMENTS**

### **19.01 Reimbursement for Use of Employee Vehicles**

When employees are required to use their own vehicles on Employer business the employee will be reimbursed at the rate established for the Council providing the employee submits a written record of the kilometers traveled.

### **19.02 Right to Refuse Use of Personal Vehicle**

The employee has the right to refuse to use his or her vehicle.

## **ARTICLE 20 - ANNUAL VACATIONS**

### **20.01 Vacation Entitlement**

For the purposes of this Article, the vacation year shall be the annual anniversary of the employee concerned.

After the first full year of employment, employees shall be entitled to 15 days annual vacation with pay up to and including the tenth year of employment.

Employees shall be entitled to 20 days annual vacation with pay after the tenth year of employment.

Employees shall be entitled to 25 days annual vacation with pay after the **eighteenth (18) year of employment.**

## **20.02 Vacation Leave must be Authorized**

The vacation year shall be April 1 to March 31 in each calendar year.

Prior to April of each calendar year, an employee must elect to either accrue vacation to be taken in the next calendar year or to receive payment on each cheque.

Full time employees may elect to receive vacation pay on each cheque, however the employee must take the vacation entitlement as unpaid leave.

Employees who elect to accrue vacation must submit a request to take vacation at least one week in advance. The employer will approve vacation based on operational requirements.

An employee shall be entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Manager.

## **20.03 Designated Holiday during Vacation Leave**

When any holiday designated in Article 15 falls during an employee's annual vacation, she shall be granted one additional day's vacation.

## **20.04 Vacation Pay**

Employees who elect to receive vacation pay on each cheque shall be paid as follows:

6.36 per cent if she earns vacation leave at 15 days per year,

8.64 per cent if she earns vacation leave at 20 days per year,

11.0 per cent if she earns vacation leave at 25 days per year,

Employees who receive vacation allowance on each pay cheque may request leave of absence without pay. If approved, the leave must be taken at a time mutually agreed between the employee and supervisor and/or Administrator.

## **20.05 Vacation Pay on Overtime Earnings**

An employee shall receive together with her payment for overtime earnings, vacation pay at the rate specified in Article 20.04.

## **20.06 Carry-over of Unused Vacation Leave**

The Administrator may, on the written request of an employee, authorize the carry-over of up to five (5) days of vacation leave into the following year.

## **20.07 Vacation Pay on Termination**

An employee who terminates with unused vacation leave to her credit shall be paid out for that leave within 14 days of her termination date.

An employee who terminates and has used more vacation leave than she has earned by her termination date shall have such overpayment deducted from any monies owed to her by the Employer.

The pay rate used will be the employee's rate of pay in effect on her termination date.

## **20.08 Cancelling of Approved Vacation Leave**

Where the employer cancels an employee's approved vacation leave and such cancellation causes the employee and/or her family member(s) to lose or forfeit travel deposits or fares, the employer will reimburse the employee to the extent of such loss.

# **ARTICLE 21 - LEAVES OF ABSENCE**

## **21.01 Leave for Union Business**

Employees shall request leave for union business in writing at least one week in advance or at the time the employees become aware of the need for leave. The employer will approve any leave depending on operational requirements and may limit the number of employees approved to take leave. Management shall not unreasonably withhold approval for union leave.

## **21.02 Leave for Union Position**

An employee who is elected or selected for a full-time position with the Union, Saskatchewan Federation of Labour or Canadian Labour Congress, shall be granted leave of absence without seniority for a period of one year. Such leave shall be renewed each year, upon request, during his term of office. Such employee shall continue to receive his salary and benefits from the Employer, conditional on reimbursement of such salary and full benefit costs by the Union to the Employer.

### **21.03 Leave of Absence**

An employee must request, in writing at least one week in advance, an unpaid leave of absence without loss of seniority for good and sufficient reason. Although operational needs will determine whether such leave will be granted, requests shall not be withheld unreasonably.

Employees are not allowed to leave work without receiving written notification that the leave of absence has been granted.

Where the employee may not be able to provide one week's notice, the employee must receive the approval of the Reeve or Councillor on duty prior to leaving work, or if the Reeve or Councillor on duty is not available the employee will contact the Administrator and provide all details pertaining to the leave. The Reeve or Councillor may meet with the employee after the leave is taken to discuss any issues which may have arisen.

### **21.04 Bereavement Leave**

Employees shall be allowed up to five days leave of absence with pay, in the event of the death of an employee's partner, parent, child, and stepchild. Employees shall be allowed up to **three (3) days** leave of absence, with pay, in the event of the death of an employee's grandparent, brother, sister siblings or stepbrother/sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild or that of the employee's spouse. Additional unpaid leave of absence shall be granted at the discretion of the Employer.

### **21.05 Maternity Leave**

Maternity, parental and adoption leave shall be granted in accordance with The Labour Standards Act.

### **21.06 Long Term Disability or Workers' Compensation Leave**

Employees who are on Long Term Disability or Workers' Compensation shall be given unpaid leave of absence for a three year period.

### **21.07 Continuation of Benefits**

While on leave in accordance with this Article, an employee shall retain full employment status and shall continue to accrue seniority during the period in which he or she would normally have been employed.

### **21.08 Notice of Earlier Return**

In the case of Articles 20.05, when an employee elects to return to work before the expiration of leave approved under this Article, at least fifteen (15) calendar days notice in writing shall be provided to the Employer. Upon return, the employee shall be placed in his or her former position, or an equivalent position.

### **21.09 Failure to Return**

Should an employee not return to work at the end of the period of leave approved under this Article, he or she shall be deemed to have terminated employment and Article 11.02 shall apply, unless satisfactory reason is demonstrated.

## **ARTICLE 22 - CONFLICT OF INTEREST**

22.01 Employees must disclose to the employer and receive permission for any other employment or appointments which may impact on either the employee's time at work or the reputation of the employer. Where in the opinion of the employer a conflict exists, the employee will be required to seek a mutually acceptable resolution.

Notwithstanding the above, the employer will not be unduly restrictive when employees are seeking employment opportunities for the lay-off period.

## **ARTICLE 23 - BENEFITS PLANS**

### **23.01 Employee Benefits**

During the life of this Agreement, the Employer will continue to provide the following benefit plans in accordance with existing policies and procedures:

- 1) Short Term Disability
- 2) Pension Plan
- 3) Effective January 1, 2001 the employer will arrange to enroll all employees in the SARM level 2 extended health plan based on a 50/50 cost share between the employer and the employees.

Employees will participate in the SGEU Long Term Disability Plan at their expense.

## **ARTICLE 24 - TERMS OF AGREEMENT**

### **24.01 Duration**

This term of this Agreement shall be from December 1, 2008 to November 30, 2012.

### **24.02 Notice to Renegotiate**

Either party may, not less than 30 days nor more than 60 days prior to the expiry date of this Agreement, give notice in writing to the other party to negotiate a revision thereof. Both parties shall adhere to the terms of this Agreement during collective bargaining.

At the commencement of negotiations, each party shall provide the other with its proposals to amend the Agreement, and neither party may later add new proposals without the other's consent.

### **24.03 Agreement to Continue in Force**

Where written notice has been given pursuant to Article 23.02, the provisions of this Agreement will remain in effect until a new Agreement is concluded.

### **24.04 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 25 - RETIREMENT**

### **25.01 Retirement Age**

- a) The normal retirement date of all employees shall be the first day of the month coincident with, or immediately following, the attainment of the age of 65.
- b) By mutual agreement between the employee and the Employer, an employee may continue his employment after this age.
- c) Employees wishing an extension of their employment shall submit a written request to the Administrator three (3) months prior to their retirement.

## **ARTICLE 26 - GENERAL PROVISIONS**

### **26.01 Employees Required to Maintain Equipment, Vehicles and Tools**

Employees are required to maintain all equipment, vehicles and tools of the Employer in a good and reasonable state of repair and shall report any safety or mechanical defects to the Employer promptly as soon as they are discovered. The Employer will provide a written response indicating they have been notified of any such mechanical or safety defect.

### **26.02 Protective Equipment**

The Employer **will provide all necessary safety equipment, with the exception of steel toed boots. The Employer will reimburse employees up to a \$200.00 boot allowance (with receipts) every two years for CSA approved steel toed boots with 8" upper.**

### **26.03 Use Of Employee Vehicle For Employer's Business**

- (a) When an Employee is required to use a personal vehicle in the performance of their work, the Employer agrees to pay mileage at the same rate received by council.
- (b) The employees are covered by the terms and conditions of the employer's liability insurance coverage. The liability is for any legal action or proceeding brought against an employee for legal acts within the scope of employment.

## APPENDIX A

Effective December 1, 2011

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	19.39	20.01	20.74
Clerical	15.45	15.99	16.55
Landfill	15.18	15.71	16.26
Labourer	12.29	12.53	12.78

Effective December 1, 2012

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	19.78	20.41	21.15
Clerical	15.76	16.31	16.88
Landfill	15.48	16.02	16.59
Labourer	12.54	12.79	13.04

Effective December 1, 2013

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	20.18	20.82	21.57
Clerical	16.08	16.64	17.22
Landfill	15.79	16.34	16.92
Labourer	12.79	13.04	13.30

Effective December 1, 2014

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	20.58	21.23	22.00
Clerical	16.40	16.97	17.56
Landfill	16.11	16.67	17.26
Labourer	13.05	13.30	13.57



Effective December 1, 2015

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	20.99	21.65	22.44
Clerical	16.73	17.31	17.91
Landfill	16.43	17.00	17.61
Labourer	13.31	13.57	13.84

Effective December 1, 2016

Hours worked	0 – 1500	1501 - 3000	3001- up
Job Title	Step 1	Step 2	Step 3
Grader/Cat Scraper/Backhoe/Mower	21.40	22.08	22.88
Clerical	17.06	17.66	18.27
Landfill	16.76	17.34	17.96
Labourer	13.58	13.84	14.12

## LETTER OF UNDERSTANDING #1

The parties agree that the positions of Assistant Administrator and the Foreman shall be moved out of scope immediately. A joint submission to the Labour Relations Board shall be completed to allow for the Certification Order to be amended.

Signed on behalf of the  
RM Paddockwood Local 520

Signed on behalf of the  
Saskatchewan Government and  
General Employees' Union

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Lance Fehr

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Mike Lavoie

---

Clifford Aspvik

---

Rhonda Allard

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Louise Corriveau

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David Korody

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Naomi Hrischuk,  
Administrator

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Audrey Yaremy,  
Labour Relations Officer, SGEU

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Date

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Date

Signed this 21st day of November, 2012 at Paddockwood, Province of Saskatchewan, in the presence of:

The Rural Municipality of  
Paddockwood #520, represented by:

Saskatchewan Government and  
General Employees' Union, represented  
by:

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Lance Fehr

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Michel Lavoie

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Clifford Aspvik

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Rhonda Allard

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Louise Corriveau

---

David Korody

---

Naomi Hrischuk, Administrator

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Audrey Yaremy, LRO