

# RURAL MUNICIPALITY OF MEADOW LAKE # 588

January 1, 2018 – December 31, 2020

WORKING TOGETHER FOR SASKATCHEWAN

# ARTICLES OF A

# **COLLECTIVE BARGAINING AGREEMENT**

# BETWEEN

# **RURAL MUNICIPALITY OF MEADOW LAKE #588**

AND

# SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION LOCAL 5293

### **JANUARY 1, 2018 TO DECEMBER 31, 2020**

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# ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT made in duplicate this <u>31<sup>st</sup></u> day of <u>December</u>, 2018.

#### between

#### RURAL MUNICIPALITY OF MEADOW LAKE #588 hereinafter referred to as "the Employer"

#### PARTY OF THE FIRST PART

#### and

#### SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION hereinafter referred to as "the Union"

#### PARTY OF THE SECOND PART

#### ARTICLE 1 PURPOSE OF AGREEMENT

- 1.1 This agreement is entered into for the purpose of:
  - a) setting out the terms and conditions of employment for all employees covered by the agreement;
  - b) promoting co-operation and understanding between the Employer, the Union and the employees;
  - c) providing a high quality of service to the public and encouraging efficiency in operations; and
  - d) providing for the orderly, prompt and equitable disposition of grievances.

#### ARTICLE 2 DEFINITIONS

- 2.1 In this agreement:
  - a) **"CAO**" means the **Chief Administrative Officer** of the Rural Municipality of Meadow Lake No. 588;
  - b) "casual" employee means an employee who does not work a regular schedule;
  - c) "full-time employee" means an employee who regularly works at least forty hours per week;
  - d) "part-time employee" means an employee who regularly works less than forty hours per week;

- e) "seasonal employee" means an employee who is hired to work anytime between approximately April 1 and November 15 of each year;
- f) "Summer Student" means an employee who works for the Employer anytime between May 1 and September 10 using grants or funding programs relating to high school and/or postsecondary students; and
- g) "Temporary Specially Funded Worker" means a person in a temporary position funded primarily by job creation or employment training programs administered by the federal or provincial governments.
- h) "Term Employee" means an incumbent in a temporary position to cover an in scope position while an employee is unavailable to perform his duties, or hired for a predetermined start and end time for a specific purpose.
- i) "Parties" shall mean the RM of Meadow Lake #588 and the Saskatchewan Government and General Employees Union.
- j) "Promotion" shall be defined as upward movement from one level to another in Schedule A.
- 2.2 The Employer may hire Summer Students or Temporary Specially Funded Workers so long as it does not lead to a layoff of existing employees or result in a reduction of hours for existing employees.

#### ARTICLE 3 SCOPE

#### 3.1 **Scope**

- 3.11 This agreement shall cover all employees of the RM of Meadow Lake including supervisory employees as defined by the Saskatchewan Employment Act 2014, with the following exceptions:
  - a) Chief Administrative Officer
  - b) Financial Officer
  - c) Assistant Administrator
  - d) Bylaw Enforcement Officer
  - e) Manager of Public Works
  - f) Temporary Specially Funded Workers and Summer Students

#### ARTICLE 4 MANAGEMENT RIGHTS

- 4.1 The Union acknowledges that it is the right of the Employer to manage its operations and to direct the work force except as specifically limited by the terms of this Agreement.
- 4.2 Without limiting the generality of the foregoing, the Employer reserves the right to employ independent contractors to perform work at the municipality:
  - a) if it is work not normally performed by members of the bargaining unit; or
  - b) if the Employer considers it necessary to do so, having regard to the availability of time and equipment, and it does not take away work from the bargaining unit.

#### ARTICLE 5 UNION SECURITY/RECOGNITION

#### 5.1 Union Membership

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

#### 5.2 **Dues Authorization**

5.2.1 The Union shall furnish the Employer with dues authorization cards. The Employer agrees to have all new employees fill out the dues authorization cards within thirty (30) days of commencement of employment and forward the same to the Employer. The Employer will return the dues authorization cards to the Union office at the same time as the next Union dues check-off report.

#### 5.3 **Deduction and Remittance of Union Dues**

5.3.1 The Employer agrees to deduct, on behalf of the Union, all dues, initiation fees, assessments, or levies and remit such money monthly to the Union. Deductions shall be made no later than the last day of every month. 5.3.2 Such dues shall be remitted to the SGEU office within fifteen (15) calendar days of the date such dues and other amounts were deducted. The Employer shall, when remitting such money, complete the Monthly Dues Remittance Statement form as provided by the Union. A list of newly hired and terminated employees shall be included. The Employer may provide the information in an electronic format as agreed between the parties from time to time.

#### 5.4 Union Personnel

5.4.1 The Union shall provide the Employer with an up-to-date list of its Local executive members, officers and stewards, and shall advise the Employer of any changes to the list as soon as possible.

#### 5.5 **T4 Slips**

5.5.1 The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T4 slips.

#### 5.6 Recognition

5.6.1 The Employer recognizes the Union as the exclusive bargaining representative of the employees for the purpose of conducting Collective Bargaining and agrees the Union shall be involved in all negotiations or discussions with the Employer on behalf of the employees.

#### ARTICLE 6 NO STRIKES OR LOCKOUTS

6.1 During the term of this agreement there shall be no strikes, walkouts, slowdowns, or work stoppages on the part of any employee or group of employees or the Union, nor shall there be any form of lockout on the part of the Employer.

#### ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

#### 7.1 **Definition of a Grievance**

- 7.1.1 A grievance shall be defined as any difference or dispute between the Employer, the Union and employee or group of employees pertaining to a matter arising out of or involving the interpretation, application, administration or alleged violation of any provision or provisions of this agreement.
- 7.1.2 All efforts shall be made to resolve disputes at the local level.

#### 7.2 **Procedure for Employee Grievances**

7.2.1 All grievances shall be finally and conclusively settled, without stoppage of work, in the manner set out below.

#### 7.3 Informal Discussion

7.3.1 The grievor shall, within five (5) working days of the circumstances giving rise to the grievance, first discuss the matter with the **Chief Administrator Officer** or Manager of Public Works with a view to resolving the same.

#### 7.4 **Step 1 - Initiating a Grievance**

- 7.4.1 If the grievance is not resolved, the Union on behalf of the employee shall, within thirty (30) calendar days of the circumstances giving rise to the grievance, submit the grievance in writing to the Employer or its designate.
- 7.4.2 The written grievance shall state the name of the grievor, the facts and circumstances giving rise to the grievance, the date of the occurrence, the provision or provisions of the agreement alleged to have been violated and the relief requested.
- 7.4.3 The Employer shall respond in writing within thirty (30) days of receipt of the written grievance.

#### 7.5 Step 2

- 7.5.1 Failing resolution at Step 1, within thirty (30) days the Employer Relation Committee, the Chief Administrative Officer and the Union shall meet to discuss the merits of the Grievance. The Employer shall render a written decision within fourteen (14) days of the meeting.
- 7.6 Step 3 Arbitration
- 7.6.1 If the grievance is not resolved, the Union may, within ten (10) working days of receipt of the response of the Employer or its designate (or, if no response was received, within ten (10) working days of the date by which the response was to have been given, submit the matter to arbitration, by serving on the Employer a written notice to that effect.

#### 7.7 Single Arbitrator

7.7.1 Where a grievance has been referred to arbitration in accordance with Article 7.6, the parties shall appoint a single Arbitrator by agreement. Should the parties fail to **agree** on an Arbitrator within thirty (30) days of the service of written notice, either party may apply to the Minister of Labour (or the Chair of the Saskatchewan Labour Relations Board) to appoint an Arbitrator.

#### 7.8 **Procedure**

- 7.8.1 The Arbitrator shall fix a time and place for the hearing of the grievance arbitration in consultation with the parties.
- 7.8.2 In the event that an employee is called as a witness in a grievance arbitration hearing, the employee shall be granted leave and paid his expenses as follows:
  - a) if the employee is called to testify by the Employer, the employee shall be granted leave without loss of pay and the Employer shall pay the employee's expenses associated with attending the arbitration upon the presentation of receipts.
  - b) if the employee is called to testify by the Union, the employee shall be granted leave without pay and the Union shall pay the employee's expenses associated with attending the arbitration upon the presentation of receipts.
  - c) if the employee is called to testify by the Arbitrator, the Employer and the Union shall share equally the payment of the employee's wages and expenses associated with attending the arbitration upon the presentation of receipts.

#### 7.9 Decision

- 7.9.1 A written decision of the Arbitrator shall be made within thirty (30) days from the date of the arbitration, and shall be final and binding on the parties.
- 7.9.2 The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions.

#### 7.10 Expenses of the Arbitrator

- 7.10.1 Each party shall pay:
  - a) one-half (1/2) the fees and expenses of the Arbitrator; and
  - b) one-half (1/2) of any other common expenses agreed to in advance by the parties.

#### 7.11 **Time Limits**

7.11.1 The time limits set out in this Article may only be extended by agreement of the parties in writing.

#### ARTICLE 8 SENIORITY

#### 8.1 **Definition**

8.1.1 Seniority shall be defined as the length of an employee's service, calculated in accordance with Article 8.3 with the Employer from and after the first date on which the employee commenced employment in a position in the bargaining unit with the Employer, provided the employee has not lost seniority in accordance with Article 8.5.

#### 8.2 **Probationary Employees**

8.2.1 Seniority shall not apply during a probationary period, however once that period is completed, seniority shall be credited from the date of commencement of employment, provided it is not lost in accordance with Article 8.5.

#### 8.3 Accumulation of Seniority

8.3.1 Seniority shall be accumulated based on the number of hours actually worked, excluding overtime and sick leave while on Disability.

#### 8.4 Seniority List

8.4.1 In January of each year the Employer shall post a seniority list on the bulletin board, showing the name, position, date of hire and accumulated seniority to December 31 of the preceding year.

#### 8.5 Loss of Seniority

- 8.5.1 Seniority shall be lost, and employment terminated if the employee:
  - a) voluntarily leaves the service of the Employer;
  - b) is discharged for just cause;
  - c) fails to report for work for three (3) consecutive scheduled days;
  - fails to notify the Employer of his intention to return to work within fifteen (15) working days following a recall from lay-off and after being requested by registered mail to do so, or by email with "read" receipt;
  - e) is continuously laid off for a period of more than **twelve (12) months**;

- f) is appointed to an out-of-scope position and successfully completes the probation period; or
- g) retires from the employ of the Employer.

#### ARTICLE 9 VACANCIES AND NEW POSITIONS

#### 9.1 Job Posting

9.1.1 Vacancies or newly established positions within the scope of this agreement shall be posted on the bulletin board, with a copy mailed to all employees on lay-off. The posting shall be posted for no less than seven (7) days. The Employer may advertise the position to the public simultaneously.

#### 9.2 Applications

9.2.1 Applications for vacancies and newly established positions must be made in writing to the Chief Administrative Officer by the specified closing date, which shall be not less than seven (7) days after giving notice as set out in Article 9.1.

#### 9.3 Filling Vacancies

- 9.3.1 When filling a vacancy or new position, the Employer will determine the qualifications, abilities and experience of each applicant and, if all these are equal, preference will be given to the employee with the most seniority.
- 9.3.2 Applicants who are not members of the bargaining unit shall not be offered employment unless there are no internal applicants with the necessary qualifications, ability and experience.

#### 9.4 Information on Postings

- 9.4.1 Job postings shall include:
  - a) Job Title
  - b) Status (full-time/part-time/seasonal)
  - c) Required qualifications
  - d) Rate of Pay
  - e) Closing date
  - f) Date of appointment

#### 9.5 **Probationary Employees**

9.5.1 Newly hired employees shall be on probation for a period of six (6) **working** months for seasonal employees and a period of twelve (12) **working** months for year round employees. 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 or without just cause, provided that such discipline or discharge is not arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of hire.

a) A probationary review shall be completed at the three (3) working months and five (5) working months for seasonal employees.

# b) A probationary review shall be completed at the six (6) working months and eleven (11) working months for full time employees.

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 or without just cause, provided that such discipline or discharge is not arbitrary, discriminatory or in bad faith. After completion of the probationary period, seniority shall be effective from the original date of hire.

- 9.5.2 Upon satisfactory completion of the probationary period employees shall be notified in writing.
- 9.5.3 Should the Employer decide to discharge a probationary employee, the probationary employee shall be provided with written reasons for the discharge.
- 9.6 Trial Period
- 9.6.1 An Employee that has promoted to a higher level position, shall serve a ten working day trial period at their former level rate of pay. The employee shall be confirmed in the new position after the trial period, and his/her rate of pay shall be increased to the appropriate level. During the trial period the employee will have the option to revert to his/her former position, without loss of seniority.

#### 9.7 Subsequent Probation

9.7.1 Where appointment is made of an applicant who is already employed by the Employer, the successful applicant shall be allowed a **subsequent probation** of six (6) months for seasonal employees and a period of twelve (12) months for year round employees. The **subsequent probation** may be extended for an additional six (6) months, by agreement between the Employer and Union. The employee shall be confirmed in the new position after the **subsequent probation**. In the event the Employer determines that the successful applicant is unsatisfactory in the position during the trial period, or if the employee so wishes, the employee shall be returned to the employee's former position, without loss of seniority. All other employees affected by the rearrangement of positions shall also be returned to their former position, without loss of seniority.

#### ARTICLE 10 LAY-OFF AND RECALL

#### 10.1 Notice of Lay-off

10.1.1 Notice of lay-off shall be provided in accordance with the provisions of The Saskatchewan Employment Act 2014.

#### 10.2 Role of Seniority in Lay-off

10.2.1 In the event of a reduction of crew, employees shall be laid off in the inverse order of their seniority, provided they have the qualifications, ability, and experience to do the work.

#### 10.3 Seasonal Lay-off

10.3.1 Seasonal employees shall receive written notice of lay-off not less than ten (10) working days prior to the proposed effective date of the lay-off. The actual lay-off date may be postponed depending on the availability of work and weather conditions. For additional work, the Employer will keep employees until the end of that week.

#### 10.4 Recall

- 10.4.1 Employees will be recalled to work in order of seniority for positions for which they have the qualifications, ability, and experience to do the work.
- 10.4.2 Employees shall be provided with written notice of recall, which shall be sent by registered mail to the employee's last known address. The employee shall notify the Employer of his intention to return to work within fifteen (15) working days of the mailing of such date of the notice.

#### 10.5 Winter Work/Emergent Work

10.5.1 Article 10.5 shall not apply when calling in employees to work during winter months for snow removal, fire-fighting or other emergency work. Employees shall be called in for such work in accordance with Article 10.4.1 and shall not be entitled to notice of lay-off.

#### ARTICLE 11 HOURS OF WORK

#### 11.1 Hours of Work

- 11.1.1 The normal hours of work for employees involved in road construction and maintenance shall be as follows:
  - a) during the winter 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 Thursday, for a total of forty (40) hours per week; and
  - 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.
- 11.2 Notwithstanding Article 11.1.1, the Employer retains the right to schedule the hours and days of work for employees as necessary to ensure the efficient operations of the Employer, it being understood (i) that the hours and days of work may vary depending upon weather conditions, the nature and amount of work to be done and the means of the Employer.

#### 11.3 Scheduling

11.3.1 The Employer will provide work schedules on a weekly basis, however it is understood that these are subject to change due to weather conditions or other circumstances beyond the Employer's control.

#### 11.4 Making Up Hours

11.4.1 If an employee was unable to work the normal hours of work set out in Article 11.1.1 due to weather conditions or illness he may by mutual agreement make up the hours lost by working additional hours, within the same two week period, at the regular rate **of pay**.

#### 11.5 **Overtime**

11.5.1 An employee that is required to work in excess of the normal daily hours of work, on a regular work day, shall be paid one and a half (1 ½) times the regular rate of pay for all hours worked in excess of normal hours of work.

11.5.2 In the event that an Employee is required to work on a day of rest as per the Saskatchewan Employment Act 2014, overtime shall be paid at one and one half (1 1/2) times the regular rate of pay for all hours worked.

#### 11.6 Banking Hours

11.6.1 Employee may bank hours, however, they must take time off in lieu within the next thirty (30) days (which time off must be approved by the Employer). If the employee does not do so, they shall be paid out at the end of that pay period.

#### 11.7 Call in Pay

11.7.1 An employee required to report to work shall be paid a minimum of three (3) hours at his regular rate of pay.

#### ARTICLE 12 DISCIPLINE

#### 12.1 Discipline and Discharge

12.1.1 Employees who have completed their probationary periods shall be disciplined or discharged for just cause only.

#### 12.2 Union Representation

- 12.2.1 For discipline involving a written reprimand, suspension or discharge, an employee shall be advised in advance of the disciplinary meeting and shall have the right to have their Union representative present.
- 12.2.2 For meetings that could lead to discipline the employee will be entitled to have union representation.

#### 12.3 Personnel Records

12.3.1 An employee may have access to his personnel record, excluding employment references, in the presence of the Administrator at a time agreed upon by the Administrator. A Union representative may accompany the employee.

#### 12.4 Employer Representation

12.4.1 The Employer representation will be the Manager of Public Works, CAO and/or Reeve or Deputy Reeve or a member of the Employer Relations Committee.

#### ARTICLE 13 PUBLIC HOLIDAYS

#### 13.1 Designated Public Holidays

- 13.1.1 New Years' Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 13.1.2 Employees shall be entitled to wages for all public holidays not worked as set out in *The Saskatchewan Employment Act 2014*.

#### 13.2 Outside Workers

- 13.2.1 Employees engaged in road construction, maintenance or repair who are required by the Employer to work on a public holiday are entitled to pay in accordance with **S25(2)(b)** of *The Employment Standard Regulations*.
- 13.2.2 When an employee works on a public holiday, then the employee shall be paid for an eight (8) hour day on the public holiday plus an additional one and one half times  $(1 \frac{1}{2})$  the regular rate of wages of the employee for each hour or part of an hour that the employee works.
- 13.2.3 When an employee does not work on a public holiday he shall be granted an eight (8) hour day off with pay.

#### 13.3 Falling on a Weekend

13.3.1 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.

### ARTICLE 14 VACATION

#### 14.1 Vacation Entitlement

- 14.1.1 Full time Employees shall be grandfathered at the current Vacation accrual rates:
- 14.1.2 Full time Employees shall accrue annual vacation credits on the following basis:
  - a) 14 days or 140 hours per year for the first ten (10) years of employment;
  - b) 20 days of 200 hours per year for the next ten (10) years of employment; and
  - c) 24 days or 240 hours per year thereafter.

- d) Full time employees: Lenn Lennea, Jr., Wes Murray, Kyle Smith.
- 14.1.3 Newly hired employees shall accrue vacation in accordance with Saskatchewan Employment Act Section 2 27 (1).
  - a) 120 hours per year for the first 10 years of employment;
  - b) 160 hours per year for the for the next ten (10) years of employment;
  - c) 200 hours per year for the next ten (10) years of employment; and
  - d) 240 hours per year for the remaining years of employment.

#### 14.2Vacation Pay

14.2.1 Employees shall be entitled to annual holiday pay in accordance with Part II Subdivision 6 2-27 of The Saskatchewan Employment Act 2014.

#### 14.3 Vacation Requests and Scheduling

- 14.3.1 Employees are expected to take all of their annual holidays during the calendar year in which they are earned.
- 14.3.2 In the first year of employment a full time employee may bank up to their vacation allotment for that year. That amount would be paid out on resignation and / or termination of employment. For that year they would not receive pay or time off for the amount of time banked.
- 14.3.3 Vacation requests must be submitted in writing to the Manager of Public Works at least **fifteen (15)** days in advance or such shorter period of time as the Manager of Public Works may agree. Earned vacation leave shall be taken at a time approved by the Manager of Public Works. No employee shall refuse or neglect to request scheduled vacation. If any employee refuses or neglects to request scheduled vacation by August 31, then the Employer retains the right in such instance to unilaterally schedule vacation for the employee unless prior approval to do otherwise has been granted by the Manager of Public Works. The Employer shall send out notice to schedule holidays by September 15 of each year.
- 14.3.4 Employees may carry over five (5) days forty (40) hours vacation into the new fiscal year. In extenuating circumstances employees may carry over additional vacation with approval from Council.
- 14.3.5 Vacation shall be used prior to December 31 of the fiscal year.

14.3.6 Seasonal employees may be granted time off for holidays at the discretion of the Employer.

#### 14.4Work During Vacation

14.4.1 No employee shall be required to work during approved vacation leave **except in emergent circumstances**. However, should an employee agree to work at the Employer's request, then the vacation period so displaced shall, at the employee's option, be added to the end of the approved vacation leave period or reinstated for use at a later time to be mutually agreed upon by the employee and the Administrator. Where the Employer cancels an employee's approved vacation leave and such cancellation causes the employee and/or his or her immediate family to lose or forfeit travel deposits or fares, the Employer will reimburse the employee to the extent of such losses upon the presentation of receipts.

#### 14.5 Bereavement or Serious Illness During Vacation

#### 14.5.1 Bereavement

a) Where, in any period of approved vacation leave, an employee qualifies for bereavement leave, the period of leave so displaced shall either be added to the vacation period if requested by the employee and approved in advance by the Employer or reinstated for use at a later date.

#### 14.5.2 Serious Illness

a) Where, in any period of approved vacation leave, an employee is granted sick leave as a result of an illness exceeding five (5) days, supported by a medical certificate satisfactory to the Employer, the period of leave so displaced shall either be added to the vacation period if requested by the employee and approved in advance by the Employer or reinstated for use at a later date.

#### ARTICLE 15 SICK LEAVE

#### 15.1 Sick Leave Pay

- 15.1.1 An employee having accumulated an entitlement to sick leave may claim pay against such accumulation with respect to periods during which:
  - a) the employee was unable to work by virtue of being sick or disabled; or
  - b) because of an accident for which compensation is not payable under the Workers' Compensation Act; or

c) in the opinion of the Employer, the employee's presence at work constituted a health hazard for other employees, and the employee was instructed by the Employer to leave the employee's place of duty.

#### 15.2 Sick Leave Credits

- 15.2.1 Full time employees in positions working at least forty (40) hours per week shall earn sick leave credits at the rate of one and one quarter (1 1/4) days per month of active employment. Sick leave may be carried over from year to year, but shall not exceed fifteen (15) days.
- 15.2.2 Seasonal employees in positions working at least forty (40) hours per week shall earn sick leave credits at a rate of one (1) one and one quarter (1 1/4) days per month of active employment. Sick leave credit may be carried over from year to year, but shall not exceed six (6) days.

#### 15.3 Deductions

15.3.1 A deduction shall be made from an employee's sick leave credits for all normal working days or portions thereof, exclusive of paid holidays, that the employee is absent for sick time. Employees shall be entitled to draw on sick leave credits only to the extent earned.

#### 15.4 Reimbursement of Sick Leave Pay

15.4.1 In the event that an employee qualifies for and receives worker's compensation or disability benefits covering the same period of time for which the employee has received sick leave pay from the Employer, the employee shall repay to the Employer all such sick leave pay received by the employee from the Employer for that period.

#### 15.5 **Proof of Illness**

15.5.1 A doctor's certificate shall be required for any period of sick leave longer than 3 days, or at the Employer's request; however it is understood that medical practitioners are limited, and that it would only be in extreme examples that the employer would request a doctor's certificate.

#### 15.6 Notification

15.6.1 An employee claiming sick leave shall notify the Employer at least one (1) hour before the employee would normally report for work. An employee on sick leave for a period exceeding three (3) days shall notify the Employer at least twenty-four (24) hours in advance of their expected return to work.

#### 15.7 Sick Leave / Disability

15.7.1 Employees absent from work due to illness for more than fourteen (14) days, and is entitled as a result to Short Term Disability Benefits under the SARM Benefits Plan, the employer will pay the employee what he would have earned during the fourteen (14) day waiting period.

#### ARTICLE 16 LEAVES OF ABSENCE

#### 16.1 Union Leave

16.1.1 Insofar as the efficient operations of the Employer permit, a maximum of two (2) employees shall, upon giving not less than seven (7) calendar days notice, be granted a leave of absence to attend business meetings, schools, seminars, conferences and conventions in connection with Union affairs. Such leave shall be for a maximum of seven (7) calendar days on any one occasion. These requirements may be waived in the sole discretion of the **Employer**. The Union shall reimburse the Employer for all wages and benefits paid to or on behalf of the employee during the period of Union Leave.

#### 16.2 Leave for Union Position

16.2.1 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 an unpaid leave of absence without loss of seniority for a period of up to one year. Such leave shall be renewed each year, upon request, during the employee's term of office.

#### 16.3 Bereavement Leave

16.3.1 On application by an employee, bereavement leave with pay shall be granted in the event of death in the employee's immediate family. The period of such leave shall be three (3) calendar days commencing with the day following the death or, at the employee's option, the three (3) calendar day period commencing with the day prior to the funeral and ending the day after the funeral. "Employees' immediate family" shall mean spouse, common-law spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or grandchildren. While on such leave an employee will receive pay equal to the number of hours he would have worked for each regularly scheduled working day occurring during the period of such leave at his hourly base rate. If requested additional days may be granted at the discretion of the Employer, without pay.

#### 16.4 General Leave of Absence

16.4.1 An unpaid leave of absence of up to one (1) year may be granted to an employee insofar as the efficient operations of the Employer permit and provided that the employee has furnished the Employer with a valid reason for requesting such leave. Such leave shall be for the purpose of family care, educational needs, and such leave as approved by the Employer. Except in extenuating circumstances, all requests for a general leave of absence must be submitted at least thirty (30) calendar days in advance. An employee granted a general leave of absence shall not earn sick leave credits, annual vacation credits or paid holiday pay during the entire period of leave granted.

#### 16.5 Benefits While on Leave of Absence

16.5.1 During the period of any approved leave of absence exceeding thirty (30) days granted under this Article excluding approved disability leave and lay-off, the Employer will not contribute to the benefit plans on behalf of the employee for the entire period of leave. Subject to the terms of the benefits plans, the employee shall fully fund such contributions (including any portion that would otherwise be paid by the Employer) on his own, if the employee chooses to continue the benefits during the leave.

#### 16.6 **Pressing Necessity and Personal/Family Responsibilities**

- a) Employees shall be entitled to three (3) days leave for Pressing Necessity for emergent and compassionate leave situations, which will be drawn from an employee's sick leave balance.
- b) Shall be entitled to three (3) days Personal/Family leave to be used for carrying out a personal or family responsibilities which will be drawn from an employee's sick leave balance.

#### ARTICLE 17 PAYMENT OF WAGES

17.1.1 Employees shall be paid earnings on a bi-weekly basis by direct deposit to an account designated by the employee. Employees will receive a written statement showing the period worked, gross salary and deductions.

#### ARTICLE 18 GENERAL PROVISIONS

#### 18.1 Bulletin Boards

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

#### 18.2 Plural, Singular, Feminine or Masculine Terms Apply

18.2.1 Whenever the singular, plural, masculine or feminine Is used in this Agreement, it shall **apply to all forms of gender designation**.

#### 18.3 Employee Required to Maintain Equipment and Tools

18.3.1 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 agrees to address all mechanical repairs and defects in a timely manner.

#### 18.4 Employer Policies

18.4.1 The Employer will make the **Human Resource** Policy Manual available to all employees, and may invite the input of employees prior to making any changes thereto.

#### 18.5 Use of Employee Vehicle

18.5.1 If an employee uses his own vehicle at the request and direction of the Employer, the employee shall be compensated at the mileage rate set by the Employer for the year. No employee shall be required to use his own vehicle for Employer purposes.

#### ARTICLE 19 DURATION OF AGREEMENT

19.1.1 This agreement shall be effective from January 1, **2018** to and including December 31, **2020** and thereafter from year to year, but either party may, not less than 60 nor more than 120 days before the expiry date of the collective agreement, give notice in writing to the other party to negotiate a revision thereof.

#### ARTICLE 20 WAGES

#### 20.1 Wage Rates

20.1.1 The Employer shall pay to the employees the basic hourly rates as set out in Schedule "A" which forms part of this agreement.

#### 20.2 Job Classifications

20.2.1 Job classifications are for reference only and the parties agree the actual duties to be performed may vary from time to time based on the requirements of the Employer.

#### ARTICLE 21 BENEFITS

- 21.1 The Employer agrees to make available the following benefits to eligible employees, subject to the terms of the benefit plans or policies:
  - a) Extended Health and Dental

These individual premiums are paid by the Employer. Family or extended coverage is paid by the employee.

b) SARM Benefits Plan

The Employer shall pay the premiums required for the employees' participation in the SARM Benefits Plan. (Includes Short Term Disability).

c) Long Term Disability

Long Term Disability (LTD) is paid by the employee. (This is done by way of a payroll bonus for each employee).

d) Pension Plan

The Employer shall contribute a matching amount to an employee's contribution to the Municipal Employees Pension Plan as such contribution limits are established by the Plan administrator.

#### ARTICLE 22 PROTECTIVE EQUIPMENT

- 22.1 On completion of probation an employee shall be entitled to an allowance of three hundred dollars \$300.00 per year for clothing.
- 22.2 The Employer will supply power and water for the purpose of running a washing machine and dryer and the employees are responsible for the purchasing and repairs of the washer and dryer.

#### ARTICLE 23 TECHNOLOGICAL CHANGE

- 23.1 If technological changes are contemplated in the operation and organization of the RM that may infringe upon the security of its employees covered by this Agreement, the matter will be dealt with in accordance with Part VI Division 10, Technological Change and Organizational Change of *The Saskatchewan Employment Act 2013*.
- 23.2 If the RM 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 RM will consult with the Union before making decisions related thereto.

#### SCHEDULE A Occupational Classifications and Hourly Rate

#### Clerical

	January 1, 2018	January 1, 2019	January 1, 2020
Year 3	19.11	19.30	19.49
Year 2	18.18	18.36	18.54
Year 1	15.01	15.16	15.31

#### Equipment Operator/Labour

	January 1, 2018	January 1, 2019	January 1, 2020
Level 6	30.30	30.60	30.90
Level 5	29.49	29.78	30.07
Level 4	26.20	26.46	26.72
Level 3	22.93	23.15	23.38
Level 2	19.56	19.84	20.03
Level 1	16.38	16.54	16.71

#### Definitions:

All levels require a valid and clean driver's abstract.

#### Level 1

- Labourer Position
- Operates small hand tools
- Class 5 Drivers License

#### Level 2

- Operates Skid Steer, Wheel Backhoe, <sup>3</sup>/<sub>4</sub> tonne with trailer and other light equipment and Level 1 equipment
- Knowledge of Mechanics
- Ability to work with minimum supervision
- Class 5 Drivers License

#### Level 3

- Operates Tractor and Mowers, Wheel loader and all Level 1 and 2 equipment
- Knowledge of Mechanics
- Ability to work with minimum supervision
- Class 5 Drivers License

#### Level 4

- Operates Graders, Buggies, Cats, Track hoe, Level 1 and 2 and 3 equipment
- Heavy Duty Mechanical ability and welding
- Ability to work with minimum supervision
- Working knowledge of new technology
- Class 5 Drivers License and option of Class 1A

#### Level 5

- Operates and must be willing to operate trucks and trailers and semitrucks and trailers
- Able to operate Level 1, 2, 3 and 4 equipment.
- Heavy duty mechanical and welding ability and experience
- Working knowledge of new technology
- Class 1A driver license
- Ability to work with minimum supervision

#### Level 6

- Operates all equipment
- Able to operate with no supervision
- Supervisory experience necessary
- Heavy Duty Mechanical and Welding Ability and Experience
- Shows an ability to manage all aspects of the Public Works Department
- Lead hand in absence of Manager of Public Works
- Class 1A driver license

#### LETTER OF UNDERSTANDING #1 -Recruitment and Retention

The Parties recognize that the issues with Recruitment and Retention will be ongoing. The Employer and the Union agree that the Employer can hire up in the pay schedule, when individual has the qualifications and experience necessary for the position.

This Letter of Understanding will be effective on the date of signing the Collective Bargaining Agreement. Either party may give 30 days' notice to amend the Letter of Understanding.

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

'Original Signed By'

Kyle Smith Chairperson

'Original Signed By'

Brian Smith Bargaining Committee

<u>'Original Signed By'</u> Dale Danilkewich Bargaining Committee

<u>'Original Signed By'</u> Audrey Yaremy Labour Relations Officer Signed on behalf of: RM of Meadow Lake #588

'Original Signed By'

Dale Sheppard Councillor

'Original Signed By'

Blair Mysko Councillor

<u>'Original Signed By'</u> Russ Jones Councillor

<u>'Original Signed By'</u> Ernie Schwartz Councilor

'Original Signed By'

Gina Bernier Chief Administrative Officer

Signed this 31st day of December, 2018

#### SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and RM OF MEADOW LAKE #588 hereby agree that the attached document shall form the Collective Bargaining Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement on this <u>31st</u> day of <u>December</u>, 2018.

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

'Original Signed By'

Kyle Smith Chairperson

'Original Signed By'

Brian Smith Bargaining Committee

<u>'Original Signed By'</u> Dale Danilkewich Bargaining Committee

<u>'Original Signed By'</u> Audrey Yaremy Labour Relations Officer Signed on behalf of: RM of Meadow Lake #588

'Original Signed By'

Dale Sheppard Councillor

'Original Signed By'

Blair Mysko Councillor

<u>'Original Signed By'</u> Russ Jones Councillor

<u>'Original Signed By'</u> Ernie Schwartz Councilor

'Original Signed By'

Gina Bernier Chief Administrative Officer