



# THE NORTHERN VILLAGE OF GREEN LAKE

January 1, 2020 to  
December 31, 2022

**COLLECTIVE AGREEMENT**

**SGEU**

Saskatchewan Government and General Employees' Union

**ARTICLES OF A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE NORTHERN VILLAGE OF GREEN LAKE  
AND  
SASKATCHEWAN GOVERNMENT AND  
GENERAL EMPLOYEES' UNION  
LOCAL 5241  
JANUARY 1, 2020 - DECEMBER 31, 2022**



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**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT**  
made in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2021.

between

**THE COUNCIL OF THE NORTHERN VILLAGE OF GREEN LAKE**  
hereinafter referred to as "the Council"

**PARTY OF THE FIRST PART**

and

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

**PARTY OF THE SECOND PART**

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

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

**ARTICLE 1      INTERPRETATION**

- 1.1                    In this Agreement, unless the context otherwise requires, the expression.
- 1.2                    **Union**
- 1.2.1                "Union" means the Saskatchewan Government and General Employees' Union.
- 1.3                    **The Council**
- 1.3.1                "The Council" of The Northern Village of Green Lake means The Council of Green Lake.
- 1.4                    **Demotion**
- 1.4.1                "Demotion" is defined as the movement of an employee from a position in one class to a position in another class with a salary range of lower maximum.

- 1.5           **Employee**
- 1.5.1        "Employee" or "Employees" means an employee or employees to which the terms of this Agreement apply as indicated in *Article 2* hereof.
- 1.6           **Mayor**
- 1.6.1        "Mayor" means The Northern Village of Green Lake Mayor.
- 1.7           **Pay Plan**
- 1.7.1        "Pay Plan" means the scales of pay as contained in this Agreement.
- 1.8           **Position Classification Plan**
- 1.8.1        "Position Classification Plan" means and includes the classes of positions which have been established by the Council, the class specifications and the rules for the continuous administration of and amendments thereto.
- 1.9           **Promotion**
- 1.9.1        "Promotion" is defined as the movement of an employee from a position in one class to a position in another class with a salary range with a higher maximum.
- 1.10          **Gender**
- 1.10.1       "He", "His", "Him", "She", "Hers", or "Her" includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.11          **Permanent Employee**
- 1.11.1        "Permanent Employee" means one who has successfully completed the probationary period, **which shall include Seasonal Employees.**
- 1.12          **Transfer**
- 1.12.1        "Transfer" means the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1.13          **Fiscal Year**
- 1.13.1        "Fiscal Year" is January 1<sup>st</sup> to December 31<sup>st</sup>.
- 1.14          **Contract Year**
- 1.14.1        "Contract Year" is January 1<sup>st</sup> to December 31<sup>st</sup>.

**ARTICLE 2      ARTICLE 2 - SCOPE**

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

- a)                All employees of The Northern Village of Green Lake.
- b)                The Union agrees that the Administrator shall be excluded from the scope of the Collective Agreement.

**ARTICLE 3      UNION SECURITY**

3.1                **Recognition of the Union as Sole Bargaining Agent**

3.1.1             The Council agrees to recognize the Saskatchewan Government and General Employees' Union as the sole collective bargaining agent for all employees covered by this Agreement and hereby agrees to negotiate with the Union or its designated bargaining representatives, on matters relating to conditions of employment, rates of pay and hours of work.

3.1.2             The employer agrees to negotiate with the Union or its designated bargaining representatives concerning all matters affecting the relationship between the employees and the employer aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.2                **No Discrimination**

3.2.1             The Council agrees to abide by the Saskatchewan Human Rights Legislation. The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, color, national origin, sexual orientation, physical or mental disability, political or religious affiliation, sex or marital status, nor by reason of membership or activity of the Union.

3.3                **Maintenance of Membership**

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

tender to the Union the periodic dues uniformly required to be paid by the members of the Union.

- b) Upon receipt of signed authorization cards, the Council shall deduct, on behalf of the Union, all initiation dues, assessments or levies from the pay cheque of each employee, each month, who as a condition of employment is required to submit such initiations, dues, assessments or levies. The Council shall remit the same to the **Saskatchewan Government and General Employees' Union Finance Department** of the Union during the month following the calendar month in which such deduction is made accompanied with a list of all employees for and on behalf of whom and for what month the deductions were made.
- c) A monthly statement shall also be forwarded to the **Saskatchewan Government and General Employees' Union Finance Department** of the Union showing the names of all new employees covered by this Agreement hired during the month, the date they were employed and the name of all employees covered by this Agreement who have left the employ of the Council during the month and the date of severance.
- d) **The list of Employees shall include names, addresses, phone numbers, total earnings and actual hours worked per employee, number of fulltime, part-time, casual and seasonal employees, and the amount of Union dues / assessments and / or initiation fees deducted from each Employee.**
- e) At the time INCOME TAX "T4" slips are made available the Council shall type on the amount of Union dues paid by each Union member.
- f) The Council agrees to acquaint new employees with the fact that a Union Agreement is in effect and the name of the Union representative.
- g) An employee who is temporarily filling an out-of-scope position shall continue to have Union dues deducted from his salary and shall be entitled to all the benefits and protections afforded by this Agreement.

### 3.4 **Union Meetings**

- 3.4.1 The Council recognizes that education is a continuing process. Accordingly, the Council shall allow the Union to conduct educational and business functions on the Council premises, with prior concurrence of the council.

3.5 **No Contracting Out**

3.5.1 Northern Village of Green Lake agrees not to contract out work or services which are currently performed by Village employees. In the event contracting out of Village employees' jobs is being contemplated, the Village agrees to discuss in advance with the Union any such plans. Should contracting out plans proceed none of the current staff compliment will be laid off.

3.6 **Refusal to Cross a Picket Line**

3.6.1 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 the employer's business shall not be considered a violation of the Agreement, nor shall it be considered grounds for disciplinary action. In the event of job action the Union and the employer shall negotiate essential services coverage for the Village.

3.7 **Union Bulletin Board**

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

3.8 **Council Decisions Affecting Working Conditions**

3.8.1 Employees shall be informed in writing of motions, resolutions, bylaws, rules and regulations adopted by the Council which relate to the working conditions, staff, or matters covered by this Agreement.

**ARTICLE 4 APPOINTMENTS**

4.1 **Filling Positions from Re-Employment Lists**

4.1.1 Filling Positions from Re-employment Lists - When a position becomes vacant, an appointment shall be made of the most senior qualified applicant on the reemployment list when a list for such position exists.

4.2 **Filling Positions by Competition**

- a) All vacancies and new positions covered in the scope of this Agreement for which no re-employment lists exist, shall be subject to in-service competition in all cases.
- b) The Union and the Council may mutually agree that the bulletining of a particular position is not required and where such agreement is reached, the Council will not bulletin the position.

- c) The competition shall allow a minimum of one week for applications to be submitted and shall be announced to all employees in the form of a bulletin posted in a prominent position in the Council offices. Employees on layoff shall be informed by mail as soon as possible. The bulletin shall set the name of the position, duties involved, qualification requirements, salary, deadline date for applications, and any other pertinent information.
- d) Following the closing date for the receipt of applications the Council shall notify the Union of the time, place and date of the assessment of applications and/or interviews. The Union shall be entitled to have a representative present to function as an observer during the assessment process when it involves in-scope employees.

4.3 **Appointment of Applicant**

4.3.1 The most senior qualified applicant in the bargaining unit shall be appointed to the position.

4.3.2 There shall be no outside advertising until it is determined that there are no qualified applicants from the Bargaining Unit.

4.3.3 The Council shall notify the Union and any applicants within the Bargaining Unit of the appointment of the successful applicant.

4.4 **Vacant Positions**

4.4.1 All vacant positions shall be advertised as soon as possible but no later than thirty (30) calendar days upon becoming vacant.

**ARTICLE 5 CLASSIFICATION PLAN**

5.1 **Classification Plan**

5.1.1 A job classification plan (JJEP) shall be jointly established and maintained. The classification plan and specific classifications shall be subject to negotiations. The classification plan or specific positions shall not be altered except by mutual agreement. The classification plan shall be established prior to expiry of this Collective Agreement.

- a) The Council shall establish and maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class. Amendment shall be made from time to time as changes in organization and work assignments require. Written class specifications for each class of position shall include a description of duties, responsibilities of work, and a statement of minimum requirements for length and kind of experience, formal education and training, knowledge, skills, and

abilities required for adequate performance of the duties of a position in the class.

- b) Copies of the manual of Class Specifications, currently maintained, shall be kept in the offices of the Council and shall be available for inspection.
- c) New or revised classifications shall be established in accordance with Article 5.1. The Council shall give notice of intention to the Union, and shall negotiate the inclusion or exclusion of a position, and, if the position is to be included, the Council shall forthwith negotiate the rate of pay, the hours of work and the length of probationary period. If no agreement is reached, in order to avoid delay in filling the position the Council may advertise the position at a salary range which is the lower of the salary ranges advanced by each party.
- d) The rate of pay when negotiated will be retroactive in respect of any employees hired at the lower rate.

## 5.2 **Job Abolishment**

5.2.1 Should the Council abolish any position, the Council shall notify the Union sixty (60) days prior to abolishing a position giving the reasons why.

- a) Any disagreement between the Union and the Council on abolishment shall be settled by arbitration.

## 5.3 **Creation of New Classifications or Changes to Existing Classification**

5.3.1 When re-classification is due to new or additional duties and responsibilities, the most senior qualified employee shall be appointed, if he/she so chooses.

## 5.4 **Position Classified Downward**

5.4.1 No employee shall have his wages reduced as a result of downward classification.

# **ARTICLE 6 RECLASSIFICATIONS**

## 6.1 **Reclassifications**

6.1.1 When the duties of any classification are altered or changed, or where the Union or the employee feels he is incorrectly classified during the term of this Agreement, the employee or the Union may request a reclassification of the position.

6.1.2 The grievance will be initiated in accordance with step two of the grievance procedure.

## 6.2 **Reclassification Arbitration**

6.2.1 Application for arbitration, if required, will be made in accordance with step three of the grievance procedure.

6.2.2 The establishment of an arbitration board will be in accordance with the procedure as outlined in Article 20.1 herein.

## 6.3 **Power of Arbitration Board**

6.3.1 The powers of the arbitration board shall be as follows:

6.3.2 The Board shall have the power to arbitrate reclassification disputes between the Union and the Council.

## 6.4 **Authority of Board**

6.4.1 The Board shall be authorized to direct:

- a) That the appealed position be reallocated to an existing class in a classification plan, or
- b) That the classification decision be confirmed and the appeal denied, or
- c) That a new classification be developed to reflect the change of duties.

## 6.5 **Board Hearing and Deliberation**

- a) In conducting hearings and deliberations, the Board shall consider the job description for the appealed position, and specifications for existing classes in the plan, together with evidence presented during the course of the hearings.
- b) The Board shall consider only the duties and responsibilities of the position at the original date of request and shall not take into account changes that may subsequently have taken place.

## 6.6 **Cost of the Board**

6.6.1 All costs including travel and accommodation for the Board Chairman shall be shared equally by the parties. Each party shall pay the cost of its own appointee to the Board.



6.7 **Retroactivity**

6.7.1 If the reclassification is approved, it will be effective retroactive to the date of application. All reclassifications will be posted and the Union will be notified.

6.8 **New or Additional Duties**

6.8.1 When the reclassification is due to new or additional duties and responsibilities the incumbent shall be appointed. In the event the incumbent does not meet the minimum requirements for the position he will be permitted up to one year to acquire such minimum level requirements. In the event the employee is not successful in acquiring such minimum level requirements he may be required to vacate the position at the discretion of the council. In the event that the incumbent is required to vacate the position the employee will be laid off and his name placed on a re-employment list for any position for which he is qualified.

6.9 **Reclassified Downward**

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

**ARTICLE 7 PAY ADMINISTRATION**

7.1 **Pay Administration**

7.1.1 **The** rates of pay contained in Schedule 1, attached to and forming part of this Agreement shall be the rates paid to employees occupying positions allocated to the classes of the positions in the classification plan.

7.2 **No Payment - Prior to Allocation**

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

7.3 **Hiring Rates**

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

7.4 **Annual Increments**

7.4.1 Subject to 7.6.1 all probationary, permanent, part-time and casual employees shall receive within grade step increments effective on their established increment dates, provided that the employee has reported for work a minimum of two hundred (200) days since his/her last increment adjustment.

7.5 **Increment Date**

7.5.1 Subject to 7.4.1 an increment date shall be the anniversary date of initial employment.

7.6 **Service on Return from Leave of Absence**

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

7.7 **Increment Withheld**

7.7.1 An increment may be withheld by the Council based on an unsatisfactory report. The employee shall be notified in writing and provided with reasons prior to the increment date. An employee may grieve against withholding of his increment and the onus of proof will rest on the employer.

7.8 **Changes in Pay Range**

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

7.9 **Rate of Pay on Promotion**

7.9.1 On promotion, an employee's rate of pay shall be adjusted to the minimum of the new range except that the rate will not be less than one step above his current rate.

7.9.2 Increment dates shall not be affected by promotion.

7.9.3 An employee who is promoted and fails the probation shall revert to the position held prior to probation. The rate of pay in the position will be adjusted based on any increments which would have been earned had the employee not been promoted.

7.10 **Rate of Pay on Demotion**

7.10.1 When an employee is demoted the rate of pay for the new position shall be as follows:

- a) If the rate of pay received in the previous position was more than the maximum rate of the new position the employee's rate shall remain unchanged until the maximum of the new position exceeds such rate, at which time the employee shall receive the maximum of the new position.
- b) If the rate of pay received in previous positions falls within the range of pay of the new position, the new rate will be the former rate received or if no such rate exists the next higher rate.
- c) Increment dates shall not be affected by demotion.

7.11 **Rate of Pay on Transfer**

7.11.1 When an employee is transferred the rate of pay for the new position shall be the former rate received or where the rate is between two rates in the new position, the rate of pay will be increased to the nearest higher rate.

7.12 **Re-employment**

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

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

- 7.12.3 Where, as a result of competition, an employee is re-employed in a position higher in grade, the rate of pay shall be adjusted as on promotion.
- 7.13 **Temporary Performance of Higher Position Duties**
- 7.13.1 Where an employee is assigned by management to perform the duties of a higher paid position and substantially performs the duties of the higher paid position the rate of pay shall be adjusted on the basis of the promotion formula outlined in 7.9.1.
- 7.13.2 Remuneration for temporary performance of higher duties authorized by a supervisor shall be payable for all days worked.
- 7.13.3 Periods of temporary substitution shall not produce any change in increment dates and shall count for increment purposes. The rate in the higher class shall be adjusted based on increments in the lower range.
- 7.14 **Overtime**
- 7.14.1 All Employees
- a) Overtime is to be paid at the rate of double time for all hours worked in excess of normal hours in any one regular work day. Double time for any hours worked on Saturdays and double time for all hours worked on Sundays.
    - i) Overtime may be taken as time in lieu at the appropriate rate, subject to management approval. Overtime has to be authorized verbally or on standing written instructions.
  - b) After working four (4) hours overtime in any one (1) week period, additional hours worked for overtime purposes shall be with agreement from the employee.
- 7.15 **Pay Periods**
- a) Employees shall be paid every second Friday of the month. Payment in each case shall be for work performed in that period.
  - b) Every employee shall receive a statement, attached to each cheque, showing the gross amount earned, itemized deductions therefrom, and the net amount payable.
- 7.16 **Severance Pay**
- 7.16.1 A permanent employee shall be entitled, in the event of job abolition only, to severance pay on the basis of one month's salary for each full year or major fraction thereof beginning the first year of employment. Such severance pay to be payable for years of recognized service and at the employee's salary rate at the time of severance.

7.17 **Travel and Sustenance Allowance**

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

**ARTICLE 8 PROBATION**

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

8.2 **On Initial Employment**

8.2.1 All probation periods shall be of six (6) months duration. A probation period may be extended an additional six (6) months with approval of the parties.

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

8.3 **Probation on Promotion**

8.3.1 A permanent employee who has been promoted shall serve the probationary period for such class equivalent to that stipulated on initial employment.

8.3.2 An employee who is promoted during initial probation shall commence the usual probation period in the new position. If the employee does not qualify reversion to the original position may take place, in which case the remainder of the original probation period shall be served.

8.3.3 A permanent employee, who is on probation, shall upon promotion complete the usual probationary period. If the employee fails the probation, he shall revert to the position held prior to probation.

8.4 **Probation on Transfer**

8.4.1 An employee transferred during initial probation shall complete the probationary period for the new position minus service in the original position.

8.4.2 A permanent employee transferred shall not be required to serve a probationary period.

8.5 **Probation on Re-employment**

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

8.6                   **Probation on Demotion**

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

8.7                   **Probation on Re-Classification**

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

8.8                   **Leave During Probation**

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

8.9                   **Advance Notice of Termination**

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

**ARTICLE 9        HOURS OF WORK**

9.1                   **Hours of Work**

9.1.1                All employees shall work a forty hour week. The hours shall be 8:00 A.M. to 12 P.M. and 1:00 P.M. to 5:00 P.M. Monday to Friday inclusive. Fridays which constitute a pay day, employees will be allowed to leave work at 3:00 p.m. to take care of their financial matters.

9.2                   **Outside Workers**

9.2.1                During the months May 1 through October 31 hours of work shall be 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. with a one (1) hour lunch.

9.3                   **Weekend Worked**

9.3.1                Hours worked on the weekend shall be additional hours and shall be compensated for at appropriate overtime rates.

9.4                   **Standby**

9.4.1                Employees required to be on stand shall receive \$25.00 **per day** in addition to any time worked.

9.5 **Return to Work After Normal Hours**

9.5.1 Employees who are required to return to their work setting after normal hours will be paid as a minimum two (2) hours at overtime rates.

**ARTICLE 10 TECHNOLOGICAL CHANGE**

10.1 **Technological Change**

10.1.1 If technological changes are contemplated in the operation and organization of the Council that may infringe upon the security of its employees covered by this Agreement, the matter will be dealt with in accordance with *The Saskatchewan Employment Act 2013*, Part VI, Division 10 Technological Change and Organizational Change.

10.1.2 For the purposes of this Agreement the term "technological change" shall be understood to mean changes introduced by the Council in the manner in which it carries out operations and services where such change or changes affects the terms and conditions or security of employment of one or more members of the bargaining unit.

10.1.3 Any employee of the Northern Village of Green Lake that is requested by the Employer to upgrade their skills pertaining to their job must participate in the training. Current employees have first opportunity for training. If they refuse, a replacement may be hired. All costs of training are the responsibility of the Employer.

**ARTICLE 11 LAYOFF AND RECALL**

11.1 **Layoff and Recall**

11.1.1 The Council will inform, in writing, the Union and the employees involved within thirty days of any need for layoffs.

11.2 **Method of Layoff**

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

11.3 **Method of Recall**

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

11.4 **Right to Bump**

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

- a) Upon receipt of notice the employee shall, within five (5) working days, notify the Administrator in writing, of his intention to bump.
- b) He shall bump the most junior employee in his own classification.
- c) He shall bump the most junior employee in his own classification.
- d) He shall bump downward the most junior employee in a classification for which he is qualified.
- e) If he is successful in bumping downward he shall be placed on the re-employment list in the classification he has been laid off or abolished from for a period of up to two (2) years. If a position comes open he shall be appointed from the re-employment list in order of seniority.

**ARTICLE 12 SENIORITY**

12.1 **Seniority**

12.1.1 Permanent employees shall only possess seniority. A probationary employee shall not acquire seniority until he/she has been appointed to permanent staff, at which time such seniority will be retroactive to the date of appointment. **Seasonal Employees seniority shall accumulate from year to year.**

12.2 **Appointment to Out of Scope**

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

- a) Within-scope service only shall count as seniority.
- b) Upon return to an in-scope position, an employee shall have all previous seniority, as reckoned in 12.2.1 above, restored.
- c) No employee shall be appointed to an out-of-scope position without consenting to same.

12.3 **Seniority Lists**

12.3.1 Seniority lists shall be published and posted annually by the Council.



12.4 **Seniority Shall be Broken**

12.4.1 Seniority shall be broken for the following reasons:

- a) Dismissal for cause.
- b) Resignation in writing.
- c) Continuous layoff for a period in excess of one year.
- d) Failure to report for work within one week after being notified to report following layoff or leave of absence where arrangements had not been made for such late reporting.

**ARTICLE 13 VACATION LEAVE AND VACATION ALLOWANCE**

13.1 **Vacation Leave and Vacation Allowance**

13.1.1 Employees shall be credited on April 1 of each year with the appropriate number of vacation days for the coming year. As per Article 13.2 b) and 13.3.1, they shall, on April 1, be credited with the additional days pro-rated from the employee’s anniversary date to the end of the vacation year. The vacation year shall be from January 1 to December 31.

13.1.2 Seasonal Employees shall have their vacation entitlement calculated in accordance with Article 13.2. a) and Article 13.2 b), and shall receive pay in accordance with the following table:

Vacation Entitlement	Vacation Pay
Fifteen (15) days	6% of total earnings
Twenty (20) days	8% of total earnings
Twenty five (25) days	10% of total earnings

13.2 **Vacation Allowance**

- a) New permanent employees will receive fifteen (15) days annual vacation with pay during their first year of employment pro-rated proportionally to the number of months remaining before January 1. During the first year employees will only be able to access days as they are earned (1.25 days/month).
- b) All employees shall be entitled to twenty (20) days annual vacation with pay upon completion of five (5) years of service. On the completion of each additional five (5) years of service, permanent employees shall be entitled to an additional five (5) days of vacation leave with pay, up to a maximum of thirty (30) days.

13.3           **Granting of Vacation**

13.3.1        Vacation shall be granted throughout the year by mutual agreement of the time allotted by the Council and the employee. Except in emergencies employees shall request vacation in writing to the administrator at least two (2) weeks prior to the vacation being taken.

13.4           **Vacation Carry Over**

13.4.1        The vacation entitlement contained herein will be taken by all the employees annually, subject, however to the provision that the employees may make application to the employer for carry over of entitlement to the following year. Carry over of up to five (5) days shall be approved.

13.5           **Vacation on Resignation**

13.5.1        An employee leaving the service at any time in the vacation year before the employee has taken vacation shall be entitled to a proportionate payment in salary in lieu of such earned vacation.

13.6           **Unbroken Vacation**

13.6.1        An employee shall be entitled to receive vacation in an unbroken period, unless otherwise requested by the employee and agreed to by the parties.

13.7           **Sick Leave While on Vacation**

13.7.1        Where in respect of any period of vacation leave an employee is granted bereavement leave; or granted sick leave; or granted other approved leave of absence; or when a statutory holiday falls on a day during an employee's vacation period; the period of vacation so displaced by any of the aforementioned shall either be added to the vacation period of the employee and approved by the employer or reinstated for use at a later date, at a time to be mutually agreed upon by both parties. Sick leave will only be granted during vacation if the employee has been hospitalized and has a medical certificate from the doctor specifying period of leave.

13.8           **Unused Vacation**

13.8.1        If vacation leave is unable to be granted by the Council by the end of the vacation year, employees shall have the option of electing to carry over unused vacation leave credits to the next vacation year, or be paid out for the unused vacation leave credits.

## **ARTICLE 14 DESIGNATED HOLIDAYS**

### **14.1 Holiday List**

14.1.1 Leave of absence with pay shall be allowed for: New Year's Day, Family Day, Good Friday, *Easter Monday*, Victoria Day, Louis Riel Day, Dominion Day (Canada Day), first Monday in August (Saskatchewan Day), Labour Day, Thanksgiving Day, Remembrance Day, National **Indigenous Peoples** Day, Christmas Day, Boxing Day, plus one additional floater per year to be set by mutual agreement.

### **14.2 Falling on Days of Rest**

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

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

### **14.3 Working on a Holiday**

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

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

## **ARTICLE 15 SICK LEAVE AND FAMILY RESPONSIBILITY**

### **15.1 Accumulation of Sick Leave**

15.1.1 Employees shall earn sick leave at the rate of 1 1/4 days per month.

15.1.2 For the purpose of 15.1 a month of employment shall include a month during which the employee commenced employment. The month of employment shall be defined as an accumulated twenty two (22) days of service, or portion thereof and shall include the month the employee started prorated to the nearest one-half day.

### **15.2 Unused Sick Leave**

15.2.1 The unused portion of employee's sick leave shall accumulate from year to year. Employees hired before December 31, 2016 shall be entitled to draw on sick time to a maximum of two hundred and sixty two (262) consecutive days. Employees hired after January 2, 2017 shall be

entitled to draw on sick time to a maximum of sixty (60) consecutive days.

15.2.2 Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Council draw on future credits to a maximum of fifteen days.

15.3 **Notice of Illness**

15.3.1 Any employee absent from duty due to sickness shall inform the supervisor and the Central office by eight thirty a.m. (8:30 a.m.) unless prevented by hospitalization or emergency. Any employee absent for three (3) days without notice shall be considered to have abandoned his/her duties and shall be subject to dismissal unless it can be demonstrated that he/she is unable to physically comply with the notice requirements.

15.4 **Medical Report**

15.4.1 An employee may be required to produce a medical report upon request of the employer.

15.5 **Definition of Sick Leave**

15.5.1 Sick leave shall be defined as that period of time an employee is absent from work due to an illness or disability not covered by Workers' Compensation.

15.6 **End of Year Sick Leave Accumulation**

15.6.1 At the close of each calendar year, the Council shall advise each employee in writing of the amount of sick leave accumulated.

15.7 **Accommodation**

15.7.1 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 partner and/or child 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 partner and/or child in such rehabilitative program. When two (2) employees are from the same family, only one (1) employee will be accommodated with time off to support the child in the rehabilitative program.

## ARTICLE 16 EMPLOYEE BENEFITS

### 16.1 Long / Short Term Disability

16.1.1 In the matter of long / short-term disability and dental plans, premiums will be 100% paid by the Council. Any plan to be negotiated with the Union, being ratified by the members.

16.1.2 Employees are required to apply for short and long term disability. To the extent that sick leave is available employees shall be allowed to use accumulated sick leave in the following circumstances:

- Consistent with entitlement for benefits under the Great West Life Policy.
- To cover the waiting period in the Great West Life Policy.
- Be paid full salary until sick leave has been exhausted.

### 16.2 Worker's Compensation

16.2.1 An employee injured on the job shall receive the difference between his normal net salary and the compensation payments to a maximum of one year. If his application to the Workers' Compensation Board is rejected he will be granted sick leave.

### 16.3 Personal Property Loss

16.3.1 Employees' personal property lost or damaged as a direct result of their employment responsibility to the employer, shall be replaced or repaired at the expense of the employer if the employee was not negligent in the care and protection of the property.

### 16.4 Legal Cost

16.4.1 The employer shall pay all costs arising out of law suits or charges in any court against an employee as a result of performing her duties for the employer to a maximum liability of \$2,000,000.00. The legal advisor shall be mutually agreed upon by the parties to this Agreement.

## ARTICLE 17 LEAVE OF ABSENCE

### 17.1 Maternity/Paternity/Adoption Leave

- a) An employee shall be granted maternity/paternity/adoption leave based **in accordance with *The Saskatchewan Employment Act 2013*** and the following provisions:
  - i) been in the employment of her employer for more than 13 consecutive weeks proceeding the day on which the requested leave is to commence, and who

- ii) makes application for leave at least one (1) month in advance of the requested commencement date, **except in extenuating circumstances.**
  - iii) provides the Employer with a medical certificate certifying that she is pregnant and specifying the estimated date of confinement, **or in the case of adoption, notice of eligibility.**
- b) A period of up to one (1) year in any combination before or after the birth of the child. When a Doctor's Certificate is provided stating that a longer period of maternity leave is required, an extension of up to one year **shall** be allowed.
  - c) **An Employee shall have access to sick leave credits as per Article 15.2 Unused Sick Leave subject to Article 15.1 Accumulation of Sick Leave.**

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

## 17.2 **Employment Status and Benefits**

17.2.1 While on leave, an employee shall retain full employment status and accumulate all benefits as outlined in 17.5 during the period in which she would normally have been employed.

## 17.3 **Notice to Return to Work**

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

## 17.4 **Sick Leave**

17.4.1 In the event of medical complications arising out of a pregnancy, such that the employee is unable to return to work at the expiry date of an approved leave of absence, the employee will receive payment of normal salary from accumulated sick leave credits and shall apply for short and long term disability as needed.

## 17.5 **Pressing Necessity and Bereavement Leave**

### **Definition of Family**

17.5.1 Family means the employee's mother, father, spouse, same-sex spouse, common-law spouse, former guardian, fiancé, brother, sister, brother-in-law, sister-in-law, child, step-child, mother-in-law, father-in-law, grandchild, aunt or uncle and grandparents.

17.6 **Bereavement Leave**

17.6.1 Employees shall be allowed leave of absence with pay and without loss of seniority and benefits in cases of bereavement (includes employees' immediate family and spouse's immediate family). A maximum of *five (5)* days per year may be allowed. Additional amounts may be granted but will be deducted from accumulated sick leave.

17.7 **Pressing Necessity**

17.7.1 Leave of absence with pay up to five (5) days, chargeable to an employee's sick leave credits, may be granted on the basis of pressing necessity. Requests for this purpose shall be made in writing to the Supervisor or Council. Requests may be granted, or rejected to an extent considered fair and reasonable to the Supervisor on the basis of the particular situation encountered.

17.8 **Notice**

17.8.1 An employee absent from duty shall inform the Supervisor as soon as is possible unless the delay is shown to be justifiable.

17.9 **Medical and Dental**

17.9.1 The Council agrees to continue the existing discretionary practice of granting short-term leave with pay for the purpose of required visits to medical and dental offices. Any such absences of one half (1/2) day or more shall be deducted from accumulated sick leave credits. On request, employees will be required to show proof of medical or dental care.

17.10 **Union Business Leave**

- a) Representatives of the Union shall not suffer any loss of pay or benefits for total time involved in negotiations with the employer. The Union shall reimburse the employer for such salary and benefits.
- b) For meetings concerning the processing of grievances, leave without loss of pay to one grievor and one elected local Union representative shall be granted. The Union representative involved as an observer in employee selection proceedings shall suffer no loss of pay or benefits.
- c) Upon reasonable notice to the employer an employee elected or appointed to represent the Union at conventions shall be allowed leave of absence without pay. Leave of absence without pay shall be allowed for employees to attend, on a regular basis, meetings of the Provincial Council and its committees or any

bodies affiliated with Saskatchewan Government and General Employees' Union.

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

17.11 **Education Leave**

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

17.12 **General Leave**

17.12.1 Subject to Article 17.14.1, 17.15.1 and 17.16.1 an employee may be granted either definite or indefinite leave of absence without pay, without loss of seniority or benefit accumulation, when such leave is requested for good and sufficient cause. Such requests shall be in writing and subject to approval by the employer.

17.13 **Benefits for One Month or Less**

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

17.14 **Benefits for More than One Month**

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

17.15 **Benefits for More than Three Months**

17.15.1 When leave is for more than three (3) consecutive months, employees shall be entitled to earn increment benefits according to Article 7.6.1.

17.16 **Definite Leave of Absence**

17.16.1 An employee returning from a definite leave of absence without pay shall be reinstated in the position held prior to going on leave.

17.16.2 An employee shall be granted definite leave of absence without pay, without loss of seniority or benefit accumulation for the following situations as per Article Part II Employment Standards, Subdivision 11 Employment Leave, *The Saskatchewan Employment Act 2013*:

- a) Organ Donation



- b) Reserve Force (Service)
- c) Nomination, Candidate and Public Office
- d) Compassionate Care
- e) Critically Ill Child Care
- f) Crime Related Child Death or Disappearance

Such requests shall be in writing.

**17.17 Indefinite Leave of Absence**

- a) An employee returning from an indefinite leave of absence without pay shall have his/her name placed on the reemployment list.
- b) Employees on indefinite leave of absence shall be required to apply for extensions annually giving proof that original conditions under which leave was granted still prevail.

**17.18 Interpersonal Violence Leave**

**17.18.1 The Employer and the Union recognize that employees sometimes face situations of interpersonal violence in their personal life. Upon notification to the Employer, employees shall be entitled to a paid leave for a maximum of five (5) days and an unpaid leave for a maximum of a further five (5) days for Interpersonal Violence Leave as provided for in the Interpersonal Violence Leave in *The Saskatchewan Employment Act (SEA)*. Employees will ensure the Employer is notified as soon as possible as to the expected duration of the leave. Upon written notification to the Employer, the employee may request time off under other provisions of the Collective Agreement or Vacation to maintain income while on the unpaid portion of the leave. After ten (10) days, an employee may request to use other applicable leave provisions as per the Collective Agreement.**

**ARTICLE 18 DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL**

**18.1 Letter of Reprimand**

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

**18.2 Access to Personnel File**

- 18.2.1 An employee has the right to peruse his/her own personal file upon request to the Council. Such perusal may be supervised.
- 18.2.2 A copy of all written material of a disciplinary nature placed on an employee's personal file must be provided to the employee prior to it being placed on the employee's file.
- 18.3 **Suspension**
- 18.3.1 Suspension without pay may be effected for just cause. The employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy of the suspension notice shall be placed on the employee's record.
- 18.4 **Demotion**
- 18.4.1 Demotion shall be undertaken on the basis of thirty (30) days notice. Notice of intention to demote shall be given to the employee in writing and shall set out in detail the reasons therefore. A copy of the notice shall be supplied concurrently to the Union.
- 18.5 **Notice of Termination of Employment, Demotion, Resignation**
- 18.5.1 Except in case of dismissal for gross misconduct, the Council shall give notice in writing in accordance with the following:
- a) One week's written notice if his period of employment is less than one year
  - b) Four week's written notice if his period of employment is at least one year but less than five years
  - c) Six week's written notice if his period of employment is at least five years but less than ten years
  - d) Eight week's written notice if his period of employment is at least ten years.
- 18.5.2 To any employee whose services are to be terminated, in the class in which he/she holds status provided that if such notice is not given, a sum equal to the salary for period of notice, shall be paid to such employee in lieu of notice. This payment shall be in addition to the payment in lieu of earned vacation leave.
- 18.6 **Payment in Lieu of Notice for Probationary Employee**
- 18.6.1 Except in the case of dismissal for gross misconduct, an employee holding a probationary appointment in a class from which his/her services are to be terminated shall be given seven (7) calendar days notice of such termination provided that, if such notice is not given, a

sum equal to seven (7) calendar days salary shall be paid to such employee in lieu of notice. This payment shall be in lieu of earned vacation leave.

18.7 **Burden of Proof**

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

**ARTICLE 19 GRIEVANCE PROCEDURE**

19.1 **Definition of Grievance**

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

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

19.2 **Stewards**

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

19.3 **Names of Stewards**

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

19.4 **Permission to Leave Work**

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

- 19.4.2 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.
- 19.4.3 No employee, steward, or elected Union Representative shall suffer loss of pay by reason of time spent with the Employer to discuss grievances or complaints.
- 19.5 **Procedure**
- 19.5.1 Every effort shall be made to resolve problems through dialogue at the local level prior to filing a grievance. The employee/steward shall attempt to resolve the dispute through a meeting with the Administrator/Mayor or his/her designate.
- 19.5.2 Both parties shall be required to provide full disclosure at each step of the procedure of all information available regarding the dispute.
- 19.5.3 At any stage during the Grievance Process the time limits above may be extended by mutual agreement between the parties.
- 19.6 **Step 1 Filing a Grievance**
- a) Failing resolution of the dispute, the grievance shall be submitted in writing by the steward or SGEU Labour Relations Officer on behalf of the aggrieved to the **Administrator/Mayor** or designate within thirty (30) calendar days of failure of resolution at the local level.
- b) The **Administrator/Mayor** shall render a written decision to the SGEU Labour Relations Officer with a copy to the grievor and steward within fifteen (15) calendar days of receipt of the grievance.
- 19.7 **Step 2 Meeting**
- a) Upon receipt of the Step 1 letter, the SGEU Labour Relations Officer within thirty (30) calendar days may request a meeting with the **Administrator/Mayor** 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.
- b) The meeting will include the grievor, steward if available, the SGEU Labour Relations Officer and the employer representative(s).
- i) 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 Labour Relations Officer and the **Administrator/Mayor** or Designate may agree in writing to mediate the dispute.
- c) If settlement is not reached at Step 2, the Employer shall render the decisions in writing within sixteen (16) calendar days of the meeting.

19.8            **Step 3 Mediation**

- a) If settlement is not reached at Step 2, the SGEU Labour Relations Officer within twenty-eight (28) calendar days may apply for Mediation.

19.9            **Step 4 Arbitration**

- a) If settlement is not reached at Mediation, the SGEU Labour Relations Officer within 28 days (28) calendar days may apply for Arbitration.
- b) The grievor(s) and steward shall receive leave with pay to attend grievance meetings with the Employer.
- c) It is agreed that any member(s) of the paid staff of the Union may assist at any step of the grievance procedure.

19.10          **Special Measures**

19.10.1        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.

19.10.2        Either party may initiate a meeting for the purpose of resolving the grievance prior to or during the grievance, mediation or arbitration proceedings.

19.11          **Deviation from Grievance Procedure**

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

19.12                   **Failure to Act Within Time Limits**

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

19.13                   **Technical Objections to Grievances**

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

19.14                   **Changes to the Agreement**

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

19.15                   **Access to Grievance Information from Employer**

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

**ARTICLE 20        MEDIATION-ARBITRATION**

20.1                   **Mediation**

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

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

20.2                   **Selection of a Mediator**

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

20.3 **Role of the Mediator**

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

20.4 **Rules Applicable to Grievance Mediation**

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

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

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

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

20.4.5 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.

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

20.5 **Grievance Mediation Process**

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

20.5.2 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.

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

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

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

20.6 **Arbitration**

20.6.1 Selection of an Arbitrator

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

either party can apply to the Minister of Labour to have an arbitrator appointed.

20.7 **Procedure**

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

20.7.2 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.

20.7.3 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.

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

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

20.8 **Decision of the Arbitrator**

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

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

20.8.3 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.

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

20.9 **Expenses of the Arbitrator**

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



## **ARTICLE 21 SAFETY AND HEALTH**

### **21.1 Occupational Health and Safety**

21.1.1 The Council shall make provision for the safety and health of employees during hours of work. Employees shall endeavour to point out any health and safety hazards to the Occupational Health & Safety Committee.

- a) The Council will comply with the provisions Part III - V of the Occupational Health and Safety provisions of *The Saskatchewan Employment Act 2013* and the regulations therein.
- b) The employer and the Union agree to meet and to cooperate in resolving all unsafe and dangerous working conditions. To this end, the parties have agreed to establish an Occupational Health Committee. The Union shall have at least 50% representation on the Committee. Meetings shall be on work time, called by either party at least once every three (3) months.
- c) A joint committee of one representative from the Union and one from the Council shall be appointed to formulate an employee assistance policy which shall be recommended to the Board for adoption.

### **21.2 Right to Refuse Dangerous Work**

21.2.1 No employee will be disciplined for refusal to perform any task or to operate any equipment, on or off the premises, where they have reasonable grounds for believing it could be dangerous. Such job or equipment shall not be reassigned until steps have been taken to satisfy them otherwise or until the Occupational Health & Safety Committee has investigated the matter.

### **21.3 First Aid Supplies**

21.3.1 Adequate first aid supplies shall be made available in all employer work sites.

### **21.4 Winter Safety Clothes – Insulated Coveralls**

- a) The employer shall reimburse Permanent Full time outside workers the full cost, up to a maximum of one hundred and fifty (\$150.00) dollars once every two (2) years for insulated winter coveralls.
- b) The employer shall reimburse Permanent Full time/**Seasonal** outside workers the full cost, up to a maximum of two hundred (\$200.00) dollars once every two (2) years for certified steel toed safety footwear.

## **ARTICLE 22 PRESENT CONDITIONS AND BENEFITS**

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

## **ARTICLE 23 COPIES OF THE AGREEMENT**

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

## **ARTICLE 24 DURATION OF AGREEMENT**

- 24.1 This Agreement shall be binding and remain in effect from January 1, 2020 to December 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing to negotiate amendment not less than 60 nor more than 120 days before the expiry date of the collective agreement.
- 24.2 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 24.3 Both parties shall adhere to the terms of this Agreement during collective bargaining. If negotiations extend beyond the termination of the Agreement, the retroactivity of terms as mutually agreed upon (other than wages) shall be negotiable.
- 24.4 **Retroactivity**
- 24.4.1 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive, if negotiated, full retroactivity of any increases in wages.

**ARTICLE 25      EDUCATION**

25.1                The Council recognizes that Education is a continuing process and in conjunction with this objective shall make provision for a staff education policy on an applicant basis.

**ARTICLE 26      BANKING**

26.1                The Council recognizes that banking is an ongoing problem with the work force. Recognizing this, the Council agrees to allow such flexing of hours that is necessary to allow employees the opportunity to reach a bonified banking institution during normal working hours on the agreed paydays of each month allowing two (2) clear hours before bank closing.

**ARTICLE 27      GROUP LIFE INSURANCE**

27.1                The Council shall pay 100% of the premium for a Group Life Insurance Plan with a mutually agreed upon benefit level for permanent employees.

**ARTICLE 28      CLEAN UP FACILITIES**

28.1                The Council agrees to install clean-up facilities in the fire hall for the health and safety. This should be in the form of an appropriate shower facility.

**ARTICLE 29      NORTHERN DISTRICT ALLOWANCE**

29.1                The Council shall provide Northern District Allowance in the amount of **two hundred (200.00)** dollars for each employee per month effective January 1,**2020**.

**ARTICLE 30      SUPERANNUATION**

30.1                The Council shall enrol all permanent employees into a Registered Superannuation Plan.

**SCHEDULE A -  
Current Wage Schedules and 2020 - 2022 Increases**

<b>POSITION</b>	<b>TRAINING</b>	<b>STEP ONE</b>	<b>STEP TWO</b>	<b>STEP THREE</b>	<b>STEP FOUR</b>	<b>STEP FIVE</b>
Senior Water Sewer Operator	22.49	23.67	24.97	26.03	27.19	28.36
2020 <b>2%</b>	22.94	24.14	25.47	26.55	27.73	28.93
2021 <b>2%</b>	23.40	24.63	25.98	27.08	28.29	29.51
2022 <b>2%</b>	23.87	25.12	26.50	27.62	28.85	30.10
Certified Water Sewer Operator	19.93	20.47	20.9	21.69	22.29	22.94
2020 <b>2%</b>	20.33	20.88	21.32	22.12	22.74	23.40
2021 <b>2%</b>	20.74	21.30	21.74	22.57	23.19	23.87
2022 <b>2%</b>	21.15	21.72	22.18	23.02	23.65	24.34
Water Sewer Operator without Certification	16.07	16.57	17.03	17.53	18.01	18.52
2020 <b>2%</b>	16.39	16.90	17.37	17.88	18.37	18.89
2021 <b>2%</b>	16.72	17.24	17.72	18.24	18.74	19.27
2022 <b>2%</b>	17.05	17.58	18.07	18.60	19.11	19.65
Financial Clerk	19.93	20.72	21.08	21.67	22.48	23.29
2020 <b>2%</b>	20.33	21.13	21.50	22.10	22.93	23.76
2021 <b>2%</b>	20.74	21.56	21.93	22.55	23.39	24.23
2022 <b>2%</b>	21.15	21.99	22.37	23.00	23.86	24.72
General Office Clerk	16.5	16.97	17.44	17.95	18.47	18.99
2020 <b>2%</b>	16.83	17.31	17.79	18.31	18.84	19.37
2021 <b>2%</b>	17.17	17.66	18.14	18.68	19.22	19.76
2022 <b>2%</b>	17.51	18.01	18.51	19.05	19.60	20.15
Maintenance Equipment Operator	20.96	21.56	22.16	22.79	23.49	24.07
2020 <b>2%</b>	21.38	21.99	22.60	23.25	23.96	24.55
2021 <b>2%</b>	21.81	22.43	23.06	23.71	24.44	25.04
2022 <b>2%</b>	22.24	22.88	23.52	24.18	24.93	25.54
RV Park On-Site Manager	20.58	21.71	22.83	23.96	24.85	26.21
2020 <b>2%</b>	20.99	22.14	23.29	24.44	25.35	26.73
2021 <b>2%</b>	21.41	22.59	23.75	24.93	25.85	27.27
2022 <b>2%</b>	21.84	23.04	24.23	25.43	26.37	27.81
RV Park Maintenance	17.81	18.32	18.85	19.39	19.94	20.52
2020 <b>2%</b>	18.17	18.69	19.23	19.78	20.34	20.93
2021 <b>2%</b>	18.53	19.06	19.61	20.17	20.75	21.35
2022 <b>2%</b>	18.90	19.44	20.00	20.58	21.16	21.78
Seasonal Laborer	14.13	14.97	15.81	16.65	17.49	18.32
2020 <b>2%</b>	14.41	15.27	16.13	16.98	17.84	18.69
2021 <b>2%</b>	14.70	15.57	16.45	17.32	18.20	19.06
2022 <b>2%</b>	14.99	15.89	16.78	17.67	18.56	19.44
Casual Laborer	14.05					
2020 <b>2%</b>	14.33					
2021 <b>2%</b>	14.62					
2022 <b>2%</b>	14.91					

## LETTER OF UNDERSTANDING #1 - PROGRAM SPONSORED EMPLOYEES

Many of the summer sponsored programs have specific requirements, such as no funding after two years for the same employee. These programs are designed to provide short term employment for students to encourage future employment initiatives.

It is agreed between the parties that program sponsored employees will not be part of the Collective Bargaining Agreement.

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

Signed on behalf of:  
the Northern Village of Green  
Lake

“Original Signed By”

---

Rhonda Morin  
Chair of the Bargaining Unit

“Original Signed By”

---

Rodney Laliberte  
Mayor

“Original Signed By”

---

Chris Lafond  
Bargaining Committee

“Original Signed By”

---

Muriel Rosser-Swift  
Administrator

“Original Signed By”

---

Kim Nordmarken  
Labour Relations Officer

Signed this 3 day of March, 2021.

**SIGNING PAGE**

**THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and THE NORTHERN VILLAGE OF GREEN LAKE** 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 3 day of March, 2021.

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

Signed on behalf of:  
the Northern Village of Green  
Lake

"Original Signed By"

---

Rhonda Morin  
Chair of the Bargaining Unit

"Original Signed By"

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Rodney Laliberte  
Mayor

"Original Signed By"

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Chris Lafond  
Bargaining Committee

"Original Signed By"

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Muriel Rosser-Swift  
Administrator

"Original Signed By"

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Kim Nordmarken  
Labour Relations Officer