

NORTHERN HAMLET OF TURNOR LAKE

**January 1, 2021 to
December 31, 2024**

COLLECTIVE AGREEMENT

SGEU

ARTICLES OF A

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHERN HAMLET OF TURNOR LAKE

AND

SASKATCHEWAN GOVERNMENT AND
GENERAL EMPLOYEES' UNION
LOCAL 5492

JANUARY 1, 2021 TO DECEMBER 31, 2024

TABLE OF CONTENTS

	PAGE
ARTICLE 1 INTERPRETATION.....	1
ARTICLE 2 SCOPE	2
ARTICLE 3 UNION SECURITY	2
3.9 Work of the Bargaining Unit	4
ARTICLE 4 APPOINTMENTS.....	4
4.1 Filling Positions from Re-employment Lists	4
4.2 Filling Positions by Competition	4
ARTICLE 5 CLASSIFICATION PLAN	5
5.5 Promotion.....	6
5.6 Demotion.....	6
ARTICLE 6 RECLASSIFICATIONS.....	6
ARTICLE 7 PAY ADMINISTRATION.....	8
7.2 No Payment Prior to Allocation	8
7.3 Hiring Rates	8
7.4 Pay Periods.....	8
7.5 Increments	9
7.6 Re-employment.....	9
7.7 Temporary Performance of Higher Position Duties	9
7.8 Overtime	10
7.9 Severance Pay.....	10
7.10 Travel and Sustenance Allowance	10
7.11 Tool Allowance.....	10
7.12 Safety Boot Allowance	10
ARTICLE 8 PROBATION.....	11
8.2 On Initial Employment	11
8.3 Probation on Promotion	11
8.4 Probation on Re-employment.....	11
8.5 Probation on Demotion	11
8.6 Probation on Re-classification.....	11
8.7 Leave during Probation	12
8.8 Advance Notice of Termination	12
ARTICLE 9 HOURS OF WORK.....	12
9.4 Shift Differential.....	12
ARTICLE 10 TECHNOLOGICAL CHANGE	13
ARTICLE 11 LAYOFF AND RECALL	13
11.2 Method of Layoff	13
11.3 Method of Recall	13
11.4 Order of Bumping.....	13
ARTICLE 12 SENIORITY.....	14

TABLE OF CONTENTS

	PAGE
ARTICLE 13 VACATION LEAVE AND VACATION ALLOWANCE	14
ARTICLE 14 DESIGNATED HOLIDAYS	15
14.1 Statutory Holiday List	15
14.2 Falling on Days of Rest	16
14.3 Working on a Holiday	16
ARTICLE 15 SICK LEAVE.....	16
ARTICLE 16 EMPLOYEE BENEFITS	17
16.2 Worker's Compensation	17
ARTICLE 17 LEAVE OF ABSENCE.....	17
17.1 Maternity Leave.....	17
17.2 Adoption/Paternity Leave	18
17.3 Pressing Necessity/Compassionate Leave/Family Leave	18
17.4 Union Business Leave	19
17.5 Education Leave	20
17.6 General Leave.....	20
17.7 Compassionate Leave	21
ARTICLE 18 DISCIPLINE, SUSPENSION, DEMOTION AND DISMISSAL	21
18.1 Letter of Reprimand	21
18.4 Demotion.....	21
18.5 Notice of Termination of Employment, Demotion, Resignation	22
18.6 Burden of Proof	22
ARTICLE 19 GRIEVANCES	22
19.1 Leave for Grievances	22
19.2 Time Limits.....	23
19.3 Procedure.....	23
19.4 Orderliness and Technical Objection	23
ARTICLE 20 ARBITRATION	24
20.1 Establishment and Composition of an Arbitration Board	24
20.2 Procedure of an Arbitration Board.....	24
20.3 Decision of an Arbitration Board.....	25
20.4 Expenses of an Arbitration Board.....	25
ARTICLE 21 SAFETY AND HEALTH.....	25
ARTICLE 22 PRESENT CONDITIONS AND BENEFITS	25
ARTICLE 23 REGISTERED SUPERANNUATION PLAN	26
ARTICLE 24 ANTI-HARASSMENT	26
24.1 Definition of Harassment.....	26
24.2 Statement of Agreement by the Parties	26
24.3 Joint Union/Management Committee on Harassment.....	26
24.4 Roles of the Parties.....	27
24.5 Promotion of This Joint Undertaking	28

TABLE OF CONTENTS

	PAGE
24.6 Complaints Procedure.....	28
ARTICLE 25 NORTHERN DISTRICT ALLOWANCE	30
ARTICLE 26 NORTHERN HEALTH MAINTENANCE.....	30
ARTICLE 27 COPIES OF THE AGREEMENT.....	31
ARTICLE 28 DURATION OF AGREEMENT	31
SCHEDULE A – Hourly.....	32
SIGNING PAGE.....	33

**ARTICLES OF A COLLECTIVE BARGAINING AGREEMENT
made in duplicate this 24th day of March, 2022.**

between

**NORTHERN HAMLET OF TURNOR LAKE
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

PREAMBLE

WHEREAS it is the desire of all parties to this Agreement to maintain the existing harmonious relationship between the Hamlet and the members of the Union, to promote cooperation and understanding between the Hamlet 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, wellbeing and security of the employees of the Village;

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

ARTICLE 1 INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the expression:
- 1.2 **Union** means the Saskatchewan Government and General Employees' Union.
- 1.3 **Hamlet**, means the Northern Hamlet of Turnor Lake.
- 1.4 **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 **Mayor** means the Mayor of the Northern Hamlet of Turnor Lake.
- 1.6 **Pay Plan** means the scales of pay as contained in this Agreement.

- 1.7 **Position Classification Plan** means and includes the classes of positions which have been established by the Northern Hamlet of Turnor Lake, the class specifications and the rules for the continuous administration of and amendments thereto.
- 1.8 **Promotion** is defined as the movement of an employee from a position in one class to a position in another class with a salary range with a higher maximum.
- 1.9 **He, His, Him, She, Hers, or Her** includes a reference to persons of the opposite gender whenever the facts or context so require.
- 1.10 **Permanent Employee** means one who has successfully completed the probationary period on initial appointment to a permanent position.
- 1.11 **Transfer** means the movement of an employee from one position to another in the same or a different class with a salary range having the same maximum.
- 1.12 **Fiscal Year** is January 1st to December 31st.
- 1.13 **Contract Year** is January 1st to December 31st.
- 1.14 **Employee or Employees** means an employee or employees to which the terms of this Agreement apply as indicated in Article 2 hereof.
- 1.15 **Casual Employee** is an employee who works two (2) days a week or less.

ARTICLE 2 SCOPE

- 2.1 This agreement shall cover all employees of the Northern Hamlet of Turnor Lake including supervisory employees as defined by the Saskatchewan Employment Act 2014.

ARTICLE 3 UNION SECURITY

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

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

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

3.4 Upon receipt of signed authorization cards, the Hamlet 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 Hamlet shall remit same to the SGEU Finance department of the Union on or before the fifteenth (15) day of the month following the calendar month in which the deductions were made accompanied by a list showing:

- a) **List of Employee names**
- b) **Quarterly address list**
- c) **Total Earnings for all Employees**
- d) **Regular Earnings for all Employees**
- e) **Actual Hours Worked**
- f) **Number of full time Employees**
- g) **Number of OTFT part time Employees**
- h) **Number of OTFT casual/relief Employees**
- i) **By Employer, the amount of union dues, assessments and/or initiation fees deducted from each Employee**
- j) **The amount of dues deducted for all Employees**
- k) **Phone numbers (if available)**
- l) **Status**

A monthly statement shall also be forwarded to the SGEU Membership Information Services 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 Hamlet during the month and the date of severance.

3.5 At the time INCOME TAX "T4" slips are made available the Hamlet shall type on the amount of Union dues paid by each Union member.

3.6 The Hamlet agrees to acquaint new employees with the fact that a Union Agreement is in effect and the name of the Union representative.

3.7 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.

3.8 The Hamlet recognizes that education is a continuing process. Accordingly, the Hamlet shall allow the Union to conduct educational and business functions in the Hamlet boardroom, with prior concurrence of the Council.

3.9 Work of the Bargaining Unit

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

ARTICLE 4 APPOINTMENTS

4.1 Filling Positions from Re-employment Lists

4.1.1 When a position becomes vacant, an appointment shall be made of the most senior qualified applicant on the re-employment list when a list for such position exists.

4.2 Filling Positions by Competition

4.2.1 All vacancies and new positions covered in the scope of this Agreement for which no re-employment lists exist, shall be subject to in-service competition in all cases.

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

- 4.2.3 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 Hamlet offices. Employees on layoff shall be informed by mail as soon as possible. The bulletin shall set the name of the position, duties involved, qualification requirements, salary, deadline date for applications, and any other pertinent information.
- 4.2.4 Following the closing date for the receipt of applications the Hamlet shall notify the Union of the time, place and date of the assessment of applications and/or interviews. The Union shall be entitled to have a representative present to function as an observer during the assessment process when it involves in-scope employees.
- 4.2.5 The most senior qualified applicant in the bargaining unit shall be appointed to the position.
- 4.3 All vacant positions shall be advertised as soon as possible but no later than thirty (30) calendar days upon becoming vacant.

ARTICLE 5 CLASSIFICATION PLAN

- 5.1 The Hamlet shall establish and maintain a position classification plan in which positions of similar kind, difficulty and responsibility are included in the same class. Amendment shall be made from time to time as changes in organization and work assignments require. Written class specifications for each class of position shall include a description of duties, responsibilities of work, and a statement of minimum requirements for length and kind of experience, formal education and training, knowledge, skills, and abilities, required for adequate performance of the duties of a position in the class.
- 5.2 Copies of the Manual of Class Specifications, currently maintained, shall be kept in the offices of the Hamlet and shall be available for inspection.
- 5.3 New or revised classifications shall be established in accordance with Article 5.1. The Hamlet 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 Hamlet 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 Hamlet may advertise the position at a salary range which is the lower of the salary ranges advanced by each party.
- 5.4 The rate of pay when negotiated will be retroactive in respect of any employees hired at the lower rate.

5.5 Promotion

5.5.1 On promotion, an employee's rate of pay shall be adjusted to the current regular full wage rate of the position. There will be no requirement for the employee to move through a subsequent training/casual rate.

5.5.2 An employee who is promoted and fails the probation shall revert to the position held prior to probation. If the employee in the former position held a position with the Hamlet, he/she will revert back to his/her former position. If a new employee, he/she will be terminated.

5.6 Demotion

5.6.1 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 regular rate of the new position the employee's rate shall remain unchanged until the regular rate of the new position exceeds such rate, at which time the employee shall receive the regular rate of the new position.

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

5.8 Any disagreement between the Union and the Hamlet on abolishment shall be settled by arbitration.

ARTICLE 6 RECLASSIFICATIONS

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

6.2 The Hamlet will assess the position and notify the employee and/or the Union of the results. If the employee's and/or the Union's request for reclassification is rejected or if there is dissatisfaction with the reclassification approved, the employee may initiate a grievance.

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

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

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

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

- a) The Board shall have the power to arbitrate reclassification disputes between the Union and the Hamlet.

The Board shall be authorized to direct:

- b) That the appealed position be reallocated to an existing class in a classification plan, or
- c) That the classification decision be confirmed and the appeal denied, or
- d) That a new classification be developed to reflect the change of duties. This will not create a new position, but will change the current position.

6.2.5 In conducting hearings and deliberations, the Board shall consider the job description for the appealed position, and specifications for existing classes in the plan, together with evidence presented during the course of the hearings.

6.2.6 The Board shall consider only the duties and responsibilities of the position at the original date of request and shall not take into account changes that may subsequently have taken place.

6.2.7 Cost of the Board

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

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

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

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

ARTICLE 7 PAY ADMINISTRATION

7.1 Effective January 1, **2021**, the rates of pay contained in Schedule **A** 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 Hamlet until such time as the Hamlet 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 (training/casual rate) **eighty percent (80%)** of the salary range for the position, provided however, that the Hamlet 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 Hamlet will advise the Union and the employees in the same class of the action and the reasons therefore, in writing, and any employee with equivalent qualifications in the same class who is being paid lower in the range may request a review of his/her qualifications and salary. If the case is substantiated the appropriate salary adjustment shall be effected.

7.4 Pay Periods

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

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

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

7.5 Increments

7.5.1 New employees, either permanent or casual, will receive a training/casual rate of eighty percent (80%) of the wage rate for the assigned position for a period of three (3) months. For permanent employees this will be three (3) calendar months from their initial start date. For casual employees this shall be on a time accumulated basis. After completion of a three (3) month working period in either casual (time accumulated) or in a permanent position during the probationary period, the employee will move to the regular wage of the position.

7.5.2 Council will have the authority to start an employee at a wage rate higher than the training/casual rate if they deem the candidate fully qualified, subject to the provisions of Article 7.3.

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

7.6 Re-employment

7.6.1 Where an employee is re-employed after layoff within one (1) year, the rate of pay shall be at the full regular rate of the position, no subsequent period at the training/casual rate will be required.

7.6.2 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.

7.7 Temporary Performance of Higher Position Duties

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

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

7.8 Overtime

7.8.1 All Employees

- a) Overtime is to be paid at the rate of one and a half (1 ½) time for all hours worked in excess of normal hours in one regular work day. Double (2x) time is to be paid for hours worked on normal days of rest.
- b) Overtime may be taken as time in lieu at the appropriate rate, subject to management approval. Overtime shall be authorized verbally or on standing written instructions by the Mayor.

7.8.2 Overtime in any week shall be voluntary after the first four (4) hours of overtime worked in the week except in emergencies.

7.9 Severance Pay

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

7.10 Travel and Sustenance Allowance

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

7.11 Tool Allowance

7.11.1 All employees required to provide tools in the performance of their job shall be compensated at a rate of one hundred and seventy-five (175) dollars annually for the use of their tools.

7.11.2 When the Hamlet employs any employee in the Facility Maintenance classification, the Hamlet will provide:

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

7.12 Safety Boot Allowance

7.12.1 The Employer will provide one hundred percent (100%) of the cost of safety toed boots to all outside employees to a maximum of one hundred and twenty-five (125) dollars every three (3) years. Receipt required.

ARTICLE 8 PROBATION

8.1 The Hamlet shall provide reasons in writing in all cases of termination. The following probationary periods shall be served by employees hired for permanent positions.

8.2 On Initial Employment

8.2.1 All probation periods shall be of six (6) months duration, unless extended by mutual agreement of both parties.

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.

8.3.4 If the employee in the former position held a position with the Hamlet, he/she will revert back to his/her former position. If a new employee, he/she will be terminated.

8.4 Probation on Re-employment

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

8.5 Probation on Demotion

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

8.6 Probation on Re-classification

8.6.1 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.

8.7 Leave during Probation

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

8.8 Advance Notice of Termination

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

ARTICLE 9 HOURS OF WORK

9.1 Hours of work (inclusive of fifteen (15) minute rest periods each morning and afternoon) for employees of the Hamlet shall be as follows:

- a) **Administrative Clerk:** Forty (40) hours a week, 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive.
- b) **Postal Clerk:** Twenty-seven (27) hours a week, Monday 1:00 p.m. to 5:00 p.m.; Tuesday, 9:00 a.m. to 6 p.m. with one (1) hour off for lunch; Wednesday, 9:00 a.m. to 12:00 noon; Thursday, 1:00 p.m. to 5:00 p.m.; Friday, 9:00 a.m. to 6:00 p.m. with one (1) hour off for lunch.
- c) **Facility Maintenance Worker:** Forty (40) hours a week, 9:00 a.m. to 5:00 p.m. with one (1) hour off for lunch. Additional five (5) hours to perform evening water tests.
- d) **Facility Maintenance Worker (Part-time):** Twenty-four (24) hours from Friday evening to Sunday evening, flexible hours to perform needed water treatment duties.

9.2 Employees required to be on standby on weekends shall receive **fifteen dollars (\$15.00)** in addition to any time worked.

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

9.4 Shift Differential

9.4.1 Any shift that ends between the hours of 8:00 p.m. and 12:00 midnight shall be paid a differential of **two dollars fifty cents (\$2.50)** per shift.

9.4.2 Any shift that ends after 12:00 midnight shall be paid a shift differential of **four dollars twenty four cents (\$4.24)** per shift.

9.5 Any employee assigned to lead hand duties will receive over and above all other benefits one dollar (\$1.00) per hour for all hours worked in lead hand position.

ARTICLE 10 TECHNOLOGICAL CHANGE

10.1 If technological changes are contemplated in the operation and organization of the Hamlet 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 2014.

10.2 If the Hamlet 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 Hamlet will consult with the staff and the Union before making decisions related thereto.

ARTICLE 11 LAYOFF AND RECALL

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

11.2 Method of Layoff

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 Order of Bumping

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 downward the most junior employee in a classification for which he is qualified.

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

ARTICLE 12 SENIORITY

12.1 Permanent employees only shall possess seniority.

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

- 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.

12.3 No employee shall be appointed to an out-of-scope position without consenting to same.

12.4 Seniority lists shall be posted annually by the Hamlet (Oct. 1).

12.5 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 eighteen (18) months.
- 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 Employees shall be entitled to three weeks annual vacation with pay after one full year of employment or one and one quarter (1 ¼) days per full month of employment.

13.1.1 All employees completing five years of service shall earn one and two-third (1 ⅔) days' vacation leave with pay for each full month employed.

13.1.2 All employees completing ten years of service shall earn two and one-twelfth (2 1/12) days' vacation leave with pay for each full month employed.

13.1.3 All employees completing fifteen years of service shall earn two and one-half (2 ½) days' vacation leave with pay for each month employed.

13.1.5 Vacation shall be granted throughout the year by mutual agreement of the time allotted by the Hamlet and the employee. Seniority will dictate choice of vacation time where more than one employee in the same classification wishes the same vacation time.

13.2 This vacation leave shall be taken in the year it is earned.

13.2.1 If unable to be granted by the Hamlet the employee shall be allowed to carry it over to the next vacation year.

13.3 By mutual agreement an employee may receive vacation entitlements as a percentage of total earnings for each pay period, the amount to be added as shown below:

<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
Year 1 Fifteen (15) days	6% of total earnings
Year 5 Twenty (20) days	8% of total earnings
Year 10 Twenty-five (25) days	10% of total earnings
Year 15 Thirty (30) days	12% of total earnings

13.4 Part-time employees shall have their vacation entitlement prorated based on time worked.

ARTICLE 14 DESIGNATED HOLIDAYS

14.1 Statutory Holiday List

14.1.1 Leave of absence with pay shall be allowed for:

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

National Indigenous Peoples Day

National Day of Truth and Reconciliation

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

14.2 Falling on Days of Rest

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

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

14.3 Working on a Holiday

14.3.1 An employee required to work on a holiday shall be paid at the rate of time and one-half (1 ½) plus another day off with pay to be taken within a four week period following the holiday or paid out to the employee.

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

ARTICLE 15 SICK LEAVE

15.1 Employees shall earn sick leave at the rate of one and one quarter (1 ¼) days per month.

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

15.3 The unused portion of employee's sick leave shall accumulate from year to year. Employees shall be entitled to draw on sick time to a maximum of two hundred and sixty-two (262) consecutive days.

15.4 Employees will draw on sick leave credits to the extent earned except that an employee may, subject to approval by the Mayor draw on future credits to a maximum of fifteen (15) days.

15.5 Any employee absent from duty due to sickness shall inform the administrator before 8:00 a.m. or 1:00 p.m. If the administrator is unavailable, they shall report to the mayor or a member of Council. Any employee absent for three (3) days without notice shall be considered to have abandoned his/her duties and shall be subject to dismissal unless it can be demonstrated that he/she is unable to physically comply with the notice requirements.

15.6 An employee shall be required to produce a medical certificate if ill more than three days.

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

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

ARTICLE 16 EMPLOYEE BENEFITS

16.1 In the matter of group life insurance, premiums will be **fifty percent (50%)** paid by the Northern Hamlet of Turnor Lake. Any plan to be negotiated with the Union, being ratified by the members.

16.1.1 The Hamlet agrees to pay for the SGEU Extended Health and Vision Care and Plan 1 of the SGEU Dental Plan. The employees shall join the SGEU Long Term Disability Plan and pay their own premiums.

16.2 Worker's Compensation

16.2.1 An employee injured on the job shall receive from the Hamlet the difference between his normal net salary and the Compensation payments to a maximum of one (1) year.

ARTICLE 17 LEAVE OF ABSENCE

17.1 Maternity Leave

17.1.1 An employee who is currently employed for more than thirteen (13) consecutive weeks immediately preceding and who makes application at least one month in advance of the requested commencement date, and who provides the Mayor with a medical certificate certifying that she is pregnant and specifying the estimated date of birth is entitled to and shall be granted maternity leave consisting of:

- a) A period of up to eighteen (18) months in any combination before or after the birth of the child. When a Doctor's Certificate is provided stating that a longer period of maternity leave is required, an extension of up to one year may be allowed.
- b) The Hamlet shall not dismiss or lay off an employee because of pregnancy or because she has applied for leave in accordance with the above.
- c) While on leave, an employee shall retain full employment status and accumulate all benefits as he/she would have had he/she been continuously at work.

- d) 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 Hamlet. Upon return, the employee shall be placed in her former position, or an equivalent position.
- e) 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.
- f) In accordance with Subdivision 10 General Rules re Employment Leave, and Subdivision 11 Employment Leave (Maternity Leave) of The Saskatchewan Employment Act.
- g) An employee who has been in the employer's service for more than thirteen (13) consecutive weeks are entitled to an employment leave in accordance with this Subdivision and Subdivision 11.

17.2 Adoption/Paternity Leave

17.2.1 In the event of the birth or adoption of a child, an employee who is currently employed for a total of at least thirteen (13) weeks in the previous fifty-two (52) weeks shall be entitled to a maximum of six (6) months paternity leave without pay. Requests shall be made one (1) month in advance of the requested date of commencement. The leave may be taken in any combination before or after the birth or adoption of the child. Fifteen (15) calendar days' notice shall be given by an employee who intends to return to work prior to the expiration of the leave. **An extension of one (1) year may be granted.**

17.3 Pressing Necessity/Compassionate Leave/Family Leave

17.3.1 Leave of absence with pay, chargeable to an employee's sick leave credits, may be granted on the basis of pressing necessity. Requests to use sick leave credits for this purpose shall be made in writing to the Mayor or Supervisor. Requests may be granted, or rejected to an extent considered fair and reasonable to the Supervisor on the basis of the particular situation encountered.

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

17.3.3 The Hamlet 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.

17.3.4 Five (5) days per year leave with pay will be provided to all employees for family responsibilities. These days will be charged against employee sick leave credits.

17.4 Union Business Leave

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

17.4.2 The employer agrees to pay normal earned salary and benefits to employees who are involved in negotiations with the Employer, during regular assigned hours. The Employer agrees to continue to pay normal salary and benefits to the employee delegated, on a short-term basis of one (1) month or less, to attend to Union business as referred to above, and that the Employer is to charge the Union for reimbursement of the cost. Such costs shall only include:

- a) Actual lost wages.
- b) Employer's share of Unemployment Insurance premiums.
- c) Employer's share of Canada Pension contributions.
- d) Workers' Compensation premiums.
- e) Employer's share of premiums for any benefit (if any).

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

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

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

17.4.6 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.

17.5 Education Leave

- 17.5.1 The Council shall make available to the employees covered by this Agreement any educational leave policy which it applies to any of its employees.
- 17.5.2 Awarding leave is at Council's discretion.
- 17.5.3 Any employee who receives educational leave and is reimbursed all costs of such leave shall sign an agreement to remain employed by the Hamlet for two years.
- 17.5.4 This Agreement is signed prior to receiving monetary support.

17.6 General Leave

- 17.6.1 Subject to Article 17.6.2, 17.6.3 and 17.6.4 an employee may be granted either definite or indefinite leave of absence without pay, without loss of seniority or benefit accumulation, when such leave is requested for good and sufficient cause. Such requests shall be in writing and subject to approval by the employer.
- 17.6.2 When leave is for one month or less, employees shall be entitled to earn all benefits excepting designated holidays.
- 17.6.3 When leave is for more than one **(1)** month but not more than three (3) consecutive months, employees shall be entitled to earn sick leave, seniority and increment benefits only.
- 17.6.4 When leave is for more than three (3) consecutive months, employees shall be entitled to earn increment benefits, for the first three (3) months only.
- 17.6.5 An employee returning from a definite leave of absence without pay shall be reinstated in the position held prior to going on leave.
- 17.6.6 An employee accessing definite leave shall have the opportunity to return to his/her position upon thirty (30) days written notice of return be provided to the Mayor.
- 17.6.7 An employee returning from an indefinite leave of absence without pay shall have his/her name placed on the reemployment list.
- 17.6.8 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.

17.7 Compassionate Leave

17.7.1 An employee may be granted up to three **(3)** days compassionate leave with pay, as a result of death or serious illness in the employee's immediate family.

17.7.2 Immediate family shall include spouse, son, daughter, mother, father, sister, brother, grandchild, foster child, parent surrogate, grandfather, grandmother, parent-in-law, sister-in-law, brother-in-law, aunt and uncle.

17.7.3 For more than three **(3)** days compassionate leave, employees must obtain the approval of the Mayor.

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

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

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

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

18.2.4 Statements on employees of a disciplinary nature shall be removed, if employee has no further disciplinary statements after one year.

18.3 Suspension without pay may be effected for just cause. The employee and the Union must be given notice of the suspension and the reasons for it in writing. The days of suspension shall be included. A copy of the suspension notice shall be placed on the employee's record.

18.4 Demotion

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 Hamlet shall give notice in writing in accordance with the following:

- a) One **(1)** week's written notice if his period of employment is less than one (1) year
- b) Four (4) week's written notice if his period of employment is at least one **(1)** year but less than five (5) years
- c) Six (6) week's written notice if his period of employment is at least five (5) years but less than ten (10) years
- d) Eight (8) week's written notice if his period of employment is at least ten (10) years.

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

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

18.6 Burden of Proof

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

ARTICLE 19 GRIEVANCES

19.1 Leave for Grievances

19.1.1 The Hamlet shall allow leave without loss of pay for up to one **(1)** elected Union Representative and one grievor for grievance meetings under Article 19.3. One grievor shall be allowed leave with pay to attend arbitration hearings.

19.1.2 Any disagreement between the parties to this Agreement with respect to the application or interpretation of the articles contained herein, or any other matters relating to conditions of employment shall be resolved according to the following procedure:

19.2 Time Limits

19.2.1 A grievance shall be deemed to have been initiated on the date a written statement of grievance has been received by the Mayor or the Administrator. A grievance to be accepted must be initiated within thirty (30) calendar days from the date on which the employee first became aware of the alleged infraction. Notwithstanding, the thirty (30) calendar day time limit shall not apply to those items included in the Agreement where the Hamlet has allegedly failed to apply a specific benefit, e.g. vacation leave, sick leave, shift differential, etc. In these latter instances the time limit shall be one year after the date on which the alleged infraction first occurred. The effective date of any necessary retroactive pay adjustments shall be the date on which the infraction first occurred.

19.3 Procedure

19.3.1 **Step 1:** The grievance shall be submitted in writing by the aggrieved and/or by the Union on behalf of the aggrieved to the Mayor or the Administrator, who shall render a decision in writing within seven (7) calendar days of receipt. In all instances, a copy of the grievance shall be submitted concurrently to the Chief Executive Officer of the Union.

19.3.2 **Step 2:** If a satisfactory settlement cannot be effected at Step 1, the Union will submit the grievance to the Council who will render their decision in writing within fourteen (14) calendar days of arguments presented to the grievance at Step 2.

19.3.3 If a satisfactory settlement cannot be effected at Step 2 the Union may, within seven (7) calendar days of receipt of the decision at Step 2 apply for a Board of Arbitration.

19.4 Orderliness and Technical Objection

19.4.1 No grievance shall be lost as a result of formal or technical objections. Arbitration Boards shall have the power to allow all pertinent information about the grievance in order to determine the merits of the matter in dispute and to render a decision according to equitable principles and natural justice.

ARTICLE 20 ARBITRATION

20.1 Establishment and Composition of an Arbitration Board

20.1.1 When either party requests that a grievance be submitted to arbitration, the request shall be made in writing to the other party of the Agreement. The name of the person appointed to the board by the applicant shall be included.

20.1.2 Within ten (10) working days of receiving the notice, the party receiving the notice shall furnish the name of its appointee to the arbitration board. If no appointment is made the Minister of Labour shall be requested to make such an appointment.

20.1.3 Within ten (10) working days of the appointment of the second person, the two appointees shall appoint a third member of the board who shall be the Chairperson. If the two appointees fail to agree within the time limit, the Chairperson will be selected from a panel of five individuals established and maintained in a rotation by the parties to this Agreement. The order in which they will act shall be determined by the order in which they have been set in rotation. In the event that the person whose turn it is to act is not available, the member next following shall act.

20.2 Procedure of an Arbitration Board

20.2.1 The Chairman of the Board shall fix a time and place of sittings after consultation with the other members and notify the parties. The Board shall meet not later than seven (7) calendar days after it has been constituted, unless by consent of both parties the date is changed.

20.2.2 The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure.

20.2.3 In the event that an employee is called as a witness before an arbitration board convened under Article 20, the Hamlet shall grant leave and expenses which shall be applicable as follows:

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

20.2.4 The Board shall render a decision within fifteen (15) days of the end of the hearings.

20.3 Decision of an Arbitration Board

20.3.1 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

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

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

20.3.4 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairman to reconvene the Board to clarify the decision.

20.4 Expenses of an Arbitration Board

20.4.1 Each party shall pay the fees and expenses of the arbitrator it appoints. The fees and expenses of the Chairperson and any other common expenses shall be shared equally by both parties.

ARTICLE 21 SAFETY AND HEALTH

21.1 The Hamlet shall make provision for the safety and health of employees during hours of work.

21.1.1 The Hamlet will comply with the provisions of Part III – V of the Occupational Health and Safety provisions of The Saskatchewan Employment Act 2014 and the regulations therein.

21.1.2 A joint committee of two **(2)** representatives from the Union and two from the Hamlet shall be appointed to develop and implement an employee/family assistance plan. Employees participating in said committee shall not suffer any loss of salary.

ARTICLE 22 PRESENT CONDITIONS AND BENEFITS

22.1 All rights, benefits, privileges and working conditions negotiated by the Union and included in this Collective Agreement shall constitute the entire Agreement between the Hamlet 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 Hamlet merges or amalgamates with another body the Hamlet 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 Hamlet in such circumstances cannot guarantee to employees continuance of rights and benefits enjoyed under the Hamlet.

ARTICLE 23 REGISTERED SUPERANNUATION PLAN

23.1 The Hamlet shall enrol the employees into a Registered Superannuation Plan.

ARTICLE 24 ANTI-HARASSMENT

24.1 Definition of Harassment

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

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

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

24.2 Statement of Agreement by the Parties

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

24.3 Joint Union/Management Committee on Harassment

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

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

24.3.3

The Committee will:

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

24.3.4

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

24.4

Roles of the Parties

24.4.1

The Union Will:

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

24.4.2

The Employer Will:

- a) Provide a workplace free of harassment.
- b) Recognize that in order to end harassment, it is necessary to confront and correct the harasser's behaviour. The employer, therefore, agrees to create an atmosphere where harassed persons will feel comfortable in bringing forward complaints and secure in confronting the harassment.

- c) Guarantee that every employee takes the training and that all new employees be provided the training as part of their orientation to the job. This will occur within three (3) months for all new employees.

24.5 Promotion of This Joint Undertaking

24.5.1 The parties will print and distribute, at the employer's expense, a brochure intended to prevent or combat harassment in the workplace. This brochure will include the zero tolerance concept and the complaints procedure.

24.5.2 The parties will issue a joint press release announcing our agreement and setting out the action to be taken and objectives of this joint agreement. The parties will also promote this joint agreement in their respective publications.

24.6 Complaints Procedure

24.6.1 Obligation

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

24.6.2 Procedure for Handling Harassment Complaints

- a) All complaints of harassment shall be covered by this article and dealt with in a serious manner.
- b) Leave without loss of pay and expenses shall be paid by the employer for any proceedings under this article.
- c) All proceedings under this article are confidential. Breach of confidentiality shall be subject to disciplinary action.
- d) No information relating to complainant(s) personal background, lifestyle, mode of dress, etc., will be admissible during proceedings under this Article.
- e) In the event that both the harasser as well as the victim, are members of the Union, the employer agrees to allow each their right to steward representation.
- f) Nothing in this article precludes the rights of the victim to take their complaint to any outside agency, i.e., Human Rights Commission, SCAR, Ombudsman, MLA, MP, church, etc., at any time they deem appropriate.

24.6.3

Step 1

- a) Any complaint may be lodged in confidence with a Union or management official of their choice, or a formal complaint may be lodged directly at Step 2. In either case, the recipient of the complaint shall immediately notify the accused of the complaint.
- b) The complaint shall be investigated in confidence and an honest attempt will be made to achieve resolution.
- c) If a satisfactory resolution is achieved, the process ends here.
- d) If no satisfactory resolution is achieved, then Step 2 is implemented.

24.7

Step 2

- a) A formal complaint shall be submitted concurrently in writing, to management, and to the Union, i.e., SGEU Labour Relations Officer.
- b) Upon receipt of the written complaint, management shall set up a board within five (5) calendar days to investigate the complaint.
 - i) The board shall consist of one union representative, one management representative and an independent chairperson. The chairperson is to be selected by rotation, (No representative on the board shall be from the department workplace where the incident is alleged to have occurred).
 - ii) The first item of business shall be to recommend to the employer whether the harasser or complainant should be removed from the immediate workplace.
 - iii) It is agreed that as a general principle the harasser be the one removed. However, in exceptional circumstances, (factors such as the emotional and mental health of the complainant), the complainant may be removed.
 - iv) In any case, there shall be no loss of pay or benefits during the period of investigation for either party.
- c) An opportunity for all parties affected to be heard, will be provided, in whatever manner is deemed appropriate by the board.
- d) A response containing a decision and recommendations will be submitted in writing within twenty (20) days. This time limit may be extended by mutual agreement.

- e) The three **(3)** person investigative board shall have jurisdiction to recommend appropriate action to the employer, up to and including counselling, permanent removal from the workplace or other remedial/disciplinary action. They shall also recommend a time frame for implementation.
 - i) The board shall have the authority to determine whether a complaint is frivolous and to recommend the appropriate course of action in such cases.
 - ii) The recommendations of the board shall be final and binding.

24.7.2 Explanatory Note:

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

ARTICLE 25 NORTHERN DISTRICT ALLOWANCE

25.1 Employees shall be paid Northern District Allowance bi-weekly, over and above their basic rate of pay, in accordance with the following:

- a) **Seventy dollars (\$70.00)** bi-weekly commencing upon the first pay period following ratification of the Collective Bargaining Agreement.
- b) The allowance shall be prorated for OTFT employees. Employees shall receive an increase in the biweekly Northern District Allowance in accordance with SGEU/PSC rates.
- c) The Northern District Allowance will be adjusted by the same percentage salary increase negotiated for the bargaining unit as of January 1st of each year unless otherwise agreed to by the parties. The adjustment yielded by the increase will be rounded to the nearest **one half** (1/2) dollar.

ARTICLE 26 NORTHERN HEALTH MAINTENANCE

26.1 The Hamlet shall reimburse employees for four (4) medical trips per year, mileage only, from Turnor Lake for medical care not available in Turnor Lake for themselves or their immediate family with a referral certificate from their Doctor. The Council will reimburse employees for their trips to the nearest dentist, optometrist and specialist.

ARTICLE 27 COPIES OF THE AGREEMENT

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

ARTICLE 28 DURATION OF AGREEMENT

28.1 This Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2024, and shall continue from year to year unless either party gives to the other party notice in writing to negotiate amendments not less than sixty (60) nor more than one hundred twenty (120) days before the expiry date of the collective agreement.

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

28.3 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.

28.4 An employee who has severed his employment between the termination date of this Agreement and the effective date of the new agreement shall receive, if negotiated, full retroactivity of any increases in wages.

SCHEDULE A – Hourly

TRAINING RATES – Eighty (80%) of wage rate three (3) months from date of hire

Training Rates 2020- Four (4%) to be added for each applicable year 2021, 2022, 2023, 2024

80% 2020

Administrative Clerk	80% - \$18.62
Postal Clerk	80% - \$13.94
Facility Maintenance worker	80% - \$13.22
Facility Maintenance worker (Part-time)	80% - \$11.96

4% January 1, 2021 – December 31, 2021

Administrative Clerk	\$24.21
Postal Clerk	\$18.13
Facility Maintenance worker	\$17.19
Facility Maintenance worker (Part-time)	\$15.55

4% January 1, 2022 – December 31, 2022

Administrative Clerk	\$25.18
Postal Clerk	\$18.86
Facility Maintenance worker	\$17.88
Facility Maintenance worker (Part-time)	\$16.17

4% January 1, 2023 – December 31, 2023

Administrative Clerk	\$26.19
Postal Clerk	\$19.61
Facility Maintenance worker	\$18.60
Facility Maintenance worker (Part-time)	\$16.82

4% January 1, 2024 – December 31, 2024

Administrative Clerk	\$27.24
Postal Clerk	\$20.39
Facility Maintenance worker	\$19.34
Facility Maintenance worker (Part-time)	\$17.49

SIGNING PAGE

THE SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION and NORTHERN HAMLET OF TURNOR 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 24th day of March, 2022.

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

Signed on behalf of:
Northern Hamlet of Turnor Lake

'Original Signed By'

Original Signed By'

Shane Daigneault
Chair of the Bargaining Unit

Marlene Kwan
Mayor

Original Signed By'

Original Signed By'

Kim Nordmarken
Labour Relations Officer

Paul Montgrand
Deputy Mayor

Original Signed By'

Doris Montgrand
Council

Original Signed By'

Reva Montgrand
Council

Council