

CITY OF MARTENSVILLE
COUNCIL MEETING 17-2014
TUESDAY – SEPTEMBER 16, 2014
MINUTES

PRESENT: Mayor Kent Muench, Deputy Mayor Tyson Chillog Councillors: Travis Wiebe, Jamie Martens, Darren MacDonald, Bob Blackwell, City Manager Scott Blevins Director of Infrastructure & Planning Joe Doxey, Director of Recreation & Community Services Dave Bosch, Director of Finance Lorraine Postma, Community Economic Development Manager Dillon Shewchuk

REGRETS: Councillor Terry Kostyna

LOCATION: Council Chambers, City Hall

RECORDING SECRETARY: City Clerk Carla Budnick

CALL TO ORDER: Mayor Kent Muench called the meeting to order at 5:00 P.M.

RES: #270/09162014(Blackwell/Martens)

AGENDA

“That we adopt the agenda dated September 16, 2014.”

CARRIED

RES: #271/09162014(MacDonald/Wiebe)

MINUTES – SEPTEMBER 2, 2014

“That we accept the minutes of the Regular Council Meeting No. 16-2014 dated September 2, 2014”

CARRIED

RES: #272/09162014(MacDonald/Chillog)

COMMITTEE OF THE WHOLE – SEPTEMBER 9, 2014

“That we accept the Committee of the Whole minutes dated September 9, 2014”

CARRIED

RES: #273/09162014(Blackwell/Wiebe)

RCMP REPORT

“That we accept the RCMP Report Dated August 2014.”

CARRIED

RES: #274/09162014(Martens/MacDonald)

CITY MANAGERS REPORT – SEPTEMBER 16, 2014

“That we accept the City Managers Report dated September 16, 2014”

CARRIED

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RES: #275/09162014(Wiebe/MacDonald)

PUBLIC HEARING

“That we now recess the Regular Council Meeting to hold public hearings in regards to Bylaw 22-2014 at 5:13 P.M.”

CARRIED

Bylaw 22-2014 Zoning Amendment – The purpose of this bylaw: rezone Future Urban Development to allow for future development of Residential, Commercial and Community Services

No one was present and no concerns were brought forward.

225 Anna Crescent – Discretionary Use - CANCELLED

RES: #276/09162014(Wiebe/MacDonald)

RESUME REGULAR COUNCIL MEETING

“That we resume the September 16, 2014 Regular Council Meeting at 5.14 P.M.”

CARRIED

RES: #277/09162014(Blackwell/Wiebe)

EXPENDITURE APPROPRIATION

“That we authorize Expenditure Appropriation No. 17-2014, \$2,121,879.85 as attached hereto and forming part of the minutes.”

CARRIED

RES: #278/09162014(Wiebe/MacDonald)

BANK RECONCILIATION

“That we accept the Bank Reconciliation for the month of August 2014.”

CARRIED

RES: #279/09162014(MacDonald/Martens)

LAND SALES AGREEMENT

“That we authorize the City Manager to sign the Land Sales Agreement with 101056449 Saskatchewan Ltd. as attached.”

CARRIED

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RES: #280/09162014(Blackwell/Wiebe)

PARALLEL GROWTH POLICY

“That we adopt the written statement of intent prepared for the Water Security Agency dated September 16, 2014, committing to upgrade the proposed waste water treatment upgrades by the end of 2017 in compliance with all Water Security Agency regulatory requirements and standards.”

CARRIED

RES: #281/09162014(Wiebe/Blackwell)

SUBDIVISION – LAKE VISTA SW1/4 SEC 27, TWP 38, RGE 5 W3RD

“That we approve the subdivision of SW¹/₄ Sec 27, TWP 38, RGE 5 W3rd, as shown on the Lake Vista Phase 3 Plan of Proposed Subdivision, prepared by Tom Webb, S.L.S., and dated August, 2014, as attached to and forming part of these minutes.”

CARRIED

RES: #282/09162014(Wiebe/MacDonald)

CUPE LOCAL 2582, 2014-2016 AGREEMENT

“That we authorize the Mayor and City Manager to sign the negotiated Memorandum of Agreement between the City of Martensville and CUPE Local 2582 as attached.”

CARRIED

RES: #283/09162014(MacDonald/Martens)

BYLAW NO. 22-2014 (SECOND READING):

“That Bylaw 22-2014, being a Zoning Bylaw Amendment, be read for the second time”

CARRIED

RES: #284/09162014(MacDonald/Wiebe)

BYLAW NO. 22-2014 (THIRD & FINAL READING):

“That Bylaw 22-2014, being a Zoning Bylaw Amendment, be read for the third and final time”

CARRIED

RES: #285/09162014(MacDonald/Blackwell)

BYLAW NO. 25-2014 (FIRST READING):

“That Bylaw 25-2014, being a Zoning Bylaw Amendment, be read for the first time”

CARRIED

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RES: #286/09162014(MacDonald/Chillog)

BYLAW NO. 26-2014 (FIRST READING):

“That Bylaw 26-2014, being a Water & Sewer Utility Administration Bylaw Amendment, be read for the first time”

CARRIED

RES: #287/09162014(Martens/MacDonald)

BYLAW NO. 26-2014 (SECOND READING):

“That Bylaw 26-2014, be read for the second time”

CARRIED

RES: #288/09162014(Blackwell/Wiebe)

BYLAW NO. 26-2014 (THREE READINGS):

“That we give Bylaw 26-2014, three readings at this meeting.”

CARRIED UNANIMOUSLY

RES: #289/09162014(MacDonald/Martens)

BYLAW NO. 26-2014 (THIRD AND FINAL READING):

“That Bylaw 26-2014, being a Water & Sewer Utility Administration Bylaw Amendment, be read for a third and final time”

CARRIED

RES: #290/09162014(Blackwell/Martens)

BYLAW NO. 27-2014 (FIRST READING):

“That Bylaw 27-2014, being a Smoking Regulations Bylaw, be read for a first time”

CARRIED

RES: #291/09162014(MacDonald/Wiebe)

BYLAW NO. 27-2014 (SECOND READING):

“That Bylaw 27-2014, be read for a second time”

CARRIED

RES: #292/09162014(Blackwell/Wiebe)

BYLAW NO. 27-2014 (THREE READINGS):

“That we give Bylaw 27-2014, three readings at this meeting.”

CARRIED UNANIMOUSLY

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RES: #293/09162014(MacDonald/Blackwell)

BYLAW NO. 27-2014 (THIRD AND FINAL READING):

“That Bylaw 27-2014, being a Smoking Regulations Bylaw, be read for a third and final time”

CARRIED

RES: #294/09162014(MacDonald/Wiebe)

IN-CAMERA

“That Council go in-camera at 5:28 P.M.”

CARRIED

In Camera

A) Fire Department

RES: #295/09162014(MacDonald/Blackwell)

RESUME REGULAR COUNCIL MEETING

“That we resume the September 16, 2014 Regular Council Meeting at 6:37 P.M.”

CARRIED

RES: #296/09162014(Wiebe/Martens)

ADJOURN

“That we adjourn this meeting at 6:38 P.M.”

CARRIED

MAYOR

CITY CLERK

EXPENDITURE APPROPRIATION NO. 17-2014

September 16, 2014

SUPPLIER	AMOUNT	SUPPLIER	AMOUNT
QUIRING, KRISTIN	\$ 764.54	PLANETCLEAN	\$ 1,161.45
YOUR DOLLAR STORE WITH MORE	\$ 183.84	POLKINGHORNE,LEA	\$ 65.00
AIR LIQUIDE CANADA INC	\$ 182.88	PRAIRIE SPIRIT SCHOOL DIVISION NO. 206	\$ 189,312.85
AYOTTE PLUMBING HEATING & AIR CONDITIONING	\$ 76.65	PRINCESS AUTO LTD	\$ 623.51
BATTERY BOYS LIMITED	\$ 55.00	PROVINCIAL MEDIATION	\$ 40.00
BIG HILL SERVICES LTD.	\$ 533.95	QUALL,CHANTELLE	\$ 20.00
BRAD'S TOWING LTD.	\$ 140.53	RANDELL,GLENN& RANDELL, SUSAN	\$ 371.76
CANWEST PROPANE PARTNERSHIP	\$ 78.75	RAWLCO RADIO	\$ 3,754.80
CATTERALL & WRIGHT LTD	\$ 35,223.60	RAZERTIP INDUSTRIES INC	\$ 154.00
CENTAUR PRODUCTS INC.	\$ 356.25	REIMER, RICHARD	\$ 31.28
CERVUS EQUIPMENT	\$ 63.90	ROCKY MOUNTAIN PHOENIX	\$ 2,804.59
CLEARTECH INDUSTRIES INC	\$ 81.84	RUSSELL FOOD EQUIPMENT	\$ 176.00
CORIX WATER PRODUCTS LP	\$ 5,786.30	SASK WATER CORPORATION	\$ 204,466.22
CREATIVE DOOR SERVICE LTD	\$ 287.00	SASKATCHEWAN FEDERATION OF POLICE OFFICER	\$ 295.00
CROWE, JOHN& CROWE, LISA	\$ 78.50	SASKATCHEWAN RESEARCH COUNCIL	\$ 73.24
CUPE LOCAL #2582	\$ 2,729.66	SASKATOON SPCA INC	\$ 80.00
DC TRENCHING LTD.	\$ 37,300.83	SASKTEL	\$ 1,635.38
DE LAGE LANDEN Financial Serices Canada Inc	\$ 152.52	SEKHON,PARMINDER	\$ 157.94
DESJARDIN CARD SERVICES	\$ 27.49	SHARP, DAVID& SHARP, TRINA	\$ 23.80
DONALD,CHRIS& MARYNIAK, APRIL	\$ 52.37	SMITH,TYSON& PARKINSON, SARAH	\$ 90.04
DORAN,JAKE	\$ 788.50	SPI HEALTH AND SAFETY	\$ 25.50
EECOL ELECTRIC (SASK) INC	\$ 19.14	SUMA	\$ 2,513.49
ELLIOT,CANDIS	\$ 315.00	SUTHERLAND AUTOMOTIVE	\$ 1.36
ENS,TRENT	\$ 450.00	THORPE,ADAM& MRYGLOD, LORENA	\$ 250.00
ENVIROTEC SERVICES INC.	\$ 1,745.64	TR PETROLEUM MARTENSVILLE INC.	\$ 1,870.63
ENVIROWAY DETERGENT MFG.	\$ 404.21	TRUCKLINE PARTS & SERVICE	\$ 962.50
FINN,LISA	\$ 75.00	UPSTART ENTERPRISES INC.	\$ 2,158.80
FIRSTCANADA ULC	\$ 262.50	VADIM COMPUTER MANAGEMENT	\$ 156.45
FLAMAN SALES LTD	\$ 250.66	VAN DEN HURK,NICHOLAS	\$ 27.84
GABRIEL CONSTRUCTION LTD	\$ 739,783.14	WARMAN HOME CENTER	\$ 88.53
GERANSKY BROTHERS	\$ 701.56	WMCZ LAWYERS	\$ 3,732.67
GRAYCON GROUP LTD	\$ 2,769.48	XEROX CANADA LTD.	\$ 1,878.00
GREATER SASKATOON CATHOLIC SD#20	\$ 9,875.62		
GREGG DISTRIBUTORS CO	\$ 403.44		
HAMM CONSTRUCTION LTD	\$ 44,841.30		
HANDY SPECIAL EVENTS	\$ 147.84		
HBI OFFICE PLUS INC.	\$ 113.09		
IAN THAYER,	\$ 50.00		
INLAND AUDIO VISUAL	\$ 18,772.32		
JENSEN STROMBERG C.A.	\$ 10,230.00		
JENSON PUBLISHING	\$ 1,213.18		
JOHN DEERE LANDSCAPES	\$ 36.91		
KCM ELECTRICAL INC.	\$ 782.25		
KEMSOL PRODUCTS LTD.	\$ 339.95		
LARKIN,GEOFF& LARKIN, REBECCA	\$ 52.14		
LEANNE NYIRFA COMMUNICATIONS	\$ 3,168.37		
LORAAS DISPOSAL SERVICES	\$ 51,029.44		
MARTENSVILLE HARDWARE	\$ 801.45		
MARTENSVILLE LIBRARY	\$ 199.52		
MARTENSVILLE LIBRARY	\$ 500.00		
MARTENSVILLE SUPER VALU	\$ 64.32		
MEPP	\$ 13,853.24		
MERLIN FORD LINCOLN	\$ 54,570.00		
NORTH RIDGE DEVELOPMENTS	\$ 78.04		
NORTHERN GLASS & MIRROR	\$ 3,713.98		
P MACHIBRODA ENGINEERING	\$ 2,218.79		
PALCHINSKI, MARGARET	\$ 10.00		
PARAMOUNT PARTS (SASKATCHEWAN) LTD	\$ 2,171.74		
PASTUSHOK,DANIELLE	\$ 350.00		
		TOTAL	\$ 1,470,310.79
		<u>EFT PAYMENTS</u>	
		SUPPLIER	AMOUNT
		SASK ENERGY	\$ 3,722.44
		CUETS - MASTERCARD#115	\$ 491.16
		CUETS - MASTERCARD#107	\$ 21.00
		CUETS-MASTERCARD#1543	\$ 775.80
		DIGITAL POST ON CALL	\$ 500.00
		RECEIVER GENERAL#18	\$ 28,281.74
		PAC WEST PROPERTIES INC	\$ 535,339.03
		TOTAL	\$ 569,131.17
		<u>PAYROLL</u>	
		<u>PP#18</u>	
			AMOUNT
		General Government	\$ 13,240.14
		Protective Services	\$ 5,790.32
		Planning Development	\$ 4,464.97
		Rec & Community Services	\$ 37,404.03
		Transportation Services	\$ 11,434.99
		Water & Sewer	\$ 10,103.44
		Council	\$ -
		TOTAL	\$ 82,437.89
		EXPENDITURE GRAND TOTAL	\$ 2,121,879.85

SALE AND DEDICATION AGREEMENT

This **SALE AND DEDICATION AGREEMENT (the "Agreement")** is dated as of the 20th day of August, 2014.

SUBJECT TO AND UPON the terms and conditions set forth in this Agreement,

The **CITY OF MARTENSVILLE**, a Municipal Corporation, pursuant to the provisions of The Cities Act, 2002, Chapter C-11.1 (hereinafter called the "City")

HEREBY AGREES to purchase from:

101056449 SASKATCHEWAN LTD., a corporation with offices in the City of Saskatoon, in the Province of Saskatchewan

("449")

WHICH AGREES TO SELL AND DEDICATE,

the lands and premises outlined in red on the attached Schedule "A", consisting of approximately **13.03 acres** and identified on the Schedule as **MUNICIPAL RESERVE** (the "Property") which Schedule is attached to and forms part of this Agreement, free and clear of all mortgages, charges, pledges, security interests, liens or encumbrances of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming any of the foregoing save and except for the Permitted Encumbrances (as defined in this Agreement). Also, attached as Schedule "B" is a Memorandum of Understanding between the City and 449 dated July 16, 2014 (the "MOU").

1. PURCHASE PRICE

1.1 The purchase price payable by the City to 449 for the Property shall, subject to any adjustments to be made on the Closing Date (as herein defined), be the sum of Five Hundred and Fifty Thousand (\$550,000.00) Dollars per acre for **9.98 acres** of the Property being approximately Five Million Four Hundred and Eighty Nine Thousand (**\$5,489,000.00**) Dollars (the "Purchase Price"). 449 agrees that the additional acreage, being 3.05 acres, shall be dedicated by 449 as municipal reserve lands. The Purchase Price shall be adjusted to reflect the final acreage of the Property, minus the municipal reserve lands required to be dedicated, as set out in the plan of subdivision creating the Property.

1.2 The Purchase Price shall be paid as follows:

- (a) The Purchase Price is to be paid in full on the Closing Date, subject to any adjustments to be made on the Closing Date, by means of a certified cheque, bank draft or solicitor's trust cheque.

- 1.3 The City shall be liable for and shall pay all applicable federal and provincial sales taxes, goods and services taxes, excise taxes and all other taxes (other than any income taxes of 449), duties and other like charges properly payable upon and in connection with the conveyance and transfer of the Property to the City.

2. CLOSING

- 2.1 This transaction of purchase and sale is to be completed and closed no later than **February 28, 2015** or such earlier or later date as the parties may agree upon (the "Closing Date"), at which time title to and possession of the Property shall be given to the City.
- 2.2 All matters normally adjusted on closing, including, without limitation, any property taxes shall be adjusted between 449 and the City as of the Closing Date.

3. CONDITION TO BE MET PRIOR TO CLOSING

- 3.1 This Offer is subject to the following conditions to be satisfied, namely that:
- (a) On or before **February 28, 2015** (the "Condition Date"), 449 will have a sub-division plan approved so that 449 will be able to transfer title to the Property to the City, or dedicated, as may be applicable,
 - (b) On or before **the Condition Date**, the City will receive \$2,000,000.00 from the Ministry of Education for purposes of the purchase.
 - (c) This Agreement is approved by City Council for the City of Martensville on or before **September 30, 2014**.
 - (d) By **the Condition Date**, the Property passes an environmental assessment, geotechnical study and drainage study to the satisfaction of the City. All costs related to the assessment and studies shall be for the account of the City.

With respect to clause 3.1(a) above, the City and 449 acknowledge that it may be that, notwithstanding best efforts, there are delays in obtaining sub-division approval and the City and 449 agree to negotiate, in good faith, an extension of this Agreement if it appears that such approval will be delayed for a period of time, such extension to be in an amount thought by the parties to be appropriate in the circumstances.

With respect to clause 3.1(b) above, the City and 449 acknowledge that it may be that there are delays in obtaining funding from the Ministry of Education and agree to negotiate, in good faith, an extension of this Agreement if it appears that such funding will be delayed for a period of time, such extension to be in an amount thought by the parties to be appropriate in the circumstances.

The conditions may be waived or removed by the City prior to the Condition Date by giving written notice to 449.

If, prior to the Condition Date, the conditions are not satisfied and the City does not waive or remove them, or, in the case of clauses 3.1(a) and (b) the parties do not negotiate an extension, this Agreement shall be null and void and of no effect and the City and 449 will be released from their respective obligations under this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF 449

4.1 449 represents and warrants to the City as follows:

- (a) 449 is duly incorporated and validly existing in all respects under the laws of Saskatchewan, is registered to carry on business under the laws of the Province of Saskatchewan and has the corporate power and capacity to own its properties and assets.
- (b) 449 has good right, full power and absolute authority to enter into this Agreement, to sell, assign and transfer the Property to the City in the manner contemplated by, and to perform all of 449's obligations under, this Agreement.
- (c) This Agreement has been duly executed and delivered by 449 and constitutes a binding obligation of 449, enforceable in accordance with its terms.
- (d) There are no agreements, options, contracts, restrictive covenants or commitments to sell, transfer or otherwise dispose of the Property which would restrict, affect or in any way limit the ability of 449 to transfer the Property to the City.
- (e) Title to the Property shall pass to the City pursuant to the terms and conditions contained in this Agreement free and clear of all encumbrances except the Permitted Encumbrances including any normal development or servicing easements.
- (f) There are no outstanding orders, requirements or directives issued by any governmental or municipal authority relating to the Property.
- (g) 449 is in compliance with all governmental or municipal laws and enactments relating to the Property.
- (h) Other than normal substances and amounts for similar properties that do not exceed any applicable government standards, the Property does not contain any pollutants, dangerous substances, liquid waste, industrial waste, toxic substances, hazardous waste, hazardous materials, hazardous substances or contaminants.
- (i) 449 is not a non-resident of Canada, nor is 449 acting as a trustee or nominee for a non-resident of Canada, within the meaning of the **Income Tax Act** (Canada).

COVENANTS OF 449

449 hereby covenants and agrees as follows:

4.2 SERVICES - The Purchase Price includes the following services to be provided by 449 on the Property on or before the Closing Date:

- (a) Services will be located on Parr Hill Drive only. They include curb and sidewalk, street paving, street lighting, water mains, sanitary sewer and storm sewer mains and gas, power and telephone adjacent to the Property. Such services will be in accordance with the City's standards. Any costs associated with service connections or private crossings are not included in the Purchase Price and are the responsibility of the City.

4.3 TRANSFER - 449 will transfer the Property to the City free and clear of all encumbrances, other than the following, which shall be the Permitted Encumbrances:

- (a) All normal utility, development and servicing registrations, including those related to municipal approvals.

4.4 ACCESS – Prior to the Closing Date and the City obtaining possession of the Property under this Agreement, 449 grants the City, its employees, contractors or authorized agents permission to access and enter upon the Property for the purposes of conducting the environmental assessment and for performing surveying and planning for the future development of the Property. Following execution of this Agreement, the City shall be permitted reasonable access to inspect the Property, at its sole cost and expense, and with the approval of 449, to carry out such reasonable tests, including soil-tests, environmental audits, surveys and inspections of the Property as the City, its representatives or advisors may deem necessary or desirable, all at the sole cost and expense of the City.

The City shall indemnify and hold harmless 449, and its officers, directors, trustees, employees, affiliates, subsidiaries and associates (the term "449" as used in this Section includes all of the parties referred to in this sentence) from and against any all claims, losses, damages, costs, expenses, obligations or liabilities that may be suffered or incurred by 449 arising directly or indirectly from the City's inspections or related actions. The City, for itself and its agents, agrees not to disclose to anyone or use for any purpose, other than the purpose contemplated by this Agreement, any information concerning 449 or the Property, except as may be required by law. If requested in writing by 449, the City agrees to deliver to 449 a copy of any inspection, investigation or assessment report conducted or prepared by it or on its behalf. The City's obligations under this Section shall not merge but shall survive the completion of the transaction contemplated by this Agreement.

4.5 STATE OF PROPERTY - 449 shall maintain the Property in its present state or better up to the City obtaining possession under this Agreement.

5. REPRESENTATIONS AND WARRANTIES OF THE CITY

5.1 The City represents and warrants to 449 as follows:

- (a) The City is a municipal corporation pursuant to The Cities Act of the Province of Saskatchewan and has the all the powers and capacities granted to a municipality under that Act.
- (b) The City has good right, full power and absolute authority to enter into this Agreement, to accept and purchase the Property from 449 in the manner contemplated in the Agreement and to perform all of the City's obligations under this Agreement.
- (c) This Agreement has been duly executed and delivered by the City and constitutes a binding obligation of the City, enforceable in accordance with its terms.
- (d) The City is a registrant for the purposes of Goods and Services Tax under the *Excise Tax Act* (Canada) having Registration No. 829742469.

6. CITY'S COVENANTS

6.1 The City hereby covenants and agrees as follows:

- (a) The City will use the Property only for the purposes of constructing a school and adjacent park and recreational space and for no other use, without the prior written consent of 449, which consent may be arbitrarily withheld.
- (b) To pay all costs required for internal servicing and development inside the boundaries of the Property, including any service connections or crossings, and all deposits required by municipal or other authorities.
- (c) The City will have the right to inspect the curbs, sidewalks and roads prior to commencing construction. Unless otherwise agreed with 449, the curbs, sidewalks and roads shall be deemed to be in 'as new' condition. The City shall be responsible for any damage to the curbs, sidewalks and roads occurring as a result of or related to the City doing work on the Property and agrees to pay to 449 the costs of any repairs to the curbs, sidewalks and roads which 449 decides to make.
- (d) The Property is being acquired in an 'as is' condition with no representations and warranties other than as specifically referred to in the Agreement.

7. INDEMNIFICATION

7.1 The City hereby agrees to indemnify and save 449 (and any of its related or affiliated companies) harmless from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses whatsoever (collectively, the "Claims") which may be made or brought against 449 (or any of its related or affiliated

companies), and which relate in any way to any breach by the City of any provision of this Agreement including, without limitation, any breach of any of the provisions of Article 6.

- 7.2 The indemnification made by the City and 449 and contained in section 7.1 of this Agreement will survive the closing of the purchase and sale of the Property and, notwithstanding such closing, shall continue in full force and effect for the benefit of 449 (and its related and affiliated companies) and the City.

8. CLOSING DELIVERIES

- 8.1 On or before the Closing Date, 449 will provide to the City, or its solicitors, at 449's cost, a registerable transfer authorization which, when registered, will have the effect of transferring the Property to the City free and clear of all encumbrances except for the Permitted Encumbrances, utility easements and other registrations required for development in the City of Martinsville. Any utility easements will not materially affect the City's use of the Property as contemplated by Section 6.1.
- 8.2 On or before the Closing Date, the City will deliver to 449 the balance of the Purchase Price, adjusted in accordance with Section 2.2.
- 8.3 The procedures for Closing may be adapted to permit registration of title into the name of the City directly through the use of a Transform Approval Certificate.

9. MUNICIPAL RESERVE

- 9.1 Within the Property, the City intends to use approximately 7.5 acres for a school site, 1.13 acres for a linear park and 4.4 acres as an open space recreation area (the "Recreation Area").
- 9.2 It is agreed between the City and 449 and in accordance with the MOU:
- (a) The City will approve the revised Concept Plan Option U and act with due diligence to review and approve zoning and subdivision plans and complete the Master Servicing Agreement with 449 to recognize this Agreement.
 - (b) 449 will agree to the City reversing its previous decision to include 1.51 acres of Municipal Buffer (MB) as Municipal Reserve (and accept any related costs) thereby increasing the required additional dedication by 449 of Municipal Reserve in the Lake Vista neighborhood to 3.05 acres (1.54 plus 1.51).
 - (c) The CityM will acquire the 8.63 acre Municipal Reserve for the school site and linear park from 449.
 - (d) 449 will dedicate 4.4 acres as Municipal Reserve and the City will acquire 1.35 acres of it (4.4 acres less the 3.05 acres to be dedicated by NR).

- (e) The 4.4 acre Municipal Reserve will be developed to the City's policy standards in consultation with 449 with a soccer field to be funded by 449 as its obligation to the Municipal Reserve and the balance of the site development costs of that particular site to be shared 69% by 449 and 31% by the City.
- (f) The City will be responsible to landscape, develop and maintain the Municipal Buffer areas, the linear park Municipal Reserve and the new Open Space Recreation Area at no cost to 449.
- (g) The City will acquire the Open Space Recreation Area at no cost of nor any involvement of 449.
- (h) The City will be responsible for the development and maintenance of the temporary 16th Ave and the extension east of 16th Ave of 3rd Street North, Par Hill Drive and the road east of the Open Space Recreation Area.
- (i) 449 will act with due expediency to finalize all necessary plans for subdivision and servicing, and undertake the servicing for the area to meet provincial requirements for the school site.
- (j) 449 will be responsible for the top soil pile to be used as it requires, including for the soccer field on the 4.4 acre Municipal Reserve, with any surplus negotiable for movement to the Wehage site depending on timing and other considerations and negotiations between the parties.

10. GENERAL PROVISIONS

- 10.1 The Property shall remain at the risk of 449 until the Closing Date or until the granting of possession to the City under this Agreement.
- 10.2 The City hereby agrees with 449 that *The Land Contracts (Actions) Act* (Saskatchewan) and *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or the transactions contemplated hereby.
- 10.3 It is understood and agreed by the City and 449 that there are no other representations, warranties, guarantees, promises or agreements other than those contained in this Agreement and the MOU.
- 10.4 449 and the City agree that the provisions of this Agreement shall survive closing and shall not be merged.
- 10.5 In the event any provision or part of this Agreement shall be deemed void or invalid by a court or tribunal of competent jurisdiction, the remaining provisions, or parts of it, shall be an remain in full force and effect.

- 10.6 Except as otherwise provided herein, each party shall be responsible for its own legal costs and the City shall be responsible for transfer registration costs.
- 10.7 This Agreement shall enure to the benefit of and be binding upon the 449 and the City and their respective successors and assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 10.8 Each of the City and 449 hereby covenants and agrees that, at any time and from time to time, before or after the Closing Date they (or it) will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement.
- 10.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.
- 10.10 This Agreement, and the rights and obligations under it are not assignable by either party without the prior written consent of the other party.
- 10.11 Any notice or other communication which is required or permitted to be given or made by one party to the other hereunder shall be in writing and shall be either (a) personally delivered to such party or (b) sent by facsimile or similar method of recorded communication, charges prepaid. Any notice shall be sent to the intended recipient at the following address:

449:

101056449 Saskatchewan Ltd.
3037 Faithfull Avenue
Saskatoon, SK S7K 8B3

Attention: David M. Calyniuk, B.Comm, CA

Facsimile: (306) 242-9987

With a copy to:

McDougall Gauley LLP
701 Broadway Avenue
Box 638
Saskatoon, SK S7K 3L7

Attention: William J. Shaw

Facsimile: (306) 652-1323

The City:

City of Martensville
Box 970, Martensville, SK S0K 2T0

Attention: Scott Blevins – City Manager
Facsimile: (306) 933-2468

or at such other address as either party may from time to time advise the other by notice in writing. Any notice given by personal delivery shall be deemed to be received on the date of delivery. Any notice sent by facsimile or similar method of recorded communication shall be deemed to have been received on the next business day following the date of its transmission.

- 10.12 Any party to this Agreement which is entitled to the benefits of it may, and has the right to, waive any term or condition hereof at any time, provided, however, that such waiver shall be evidenced by written instrument duly executed on behalf of such party.
- 10.13 No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

DATED at Martensville, Saskatchewan, this _____ day of August, 2014.

City of Martensville

Per: _____

(Seal)

Name (Title): _____

DATED at Saskatoon, Saskatchewan, this _____ day of August, 2014.

101056449 SASKATCHEWAN LTD.

(Seal)

Per: _____

Name (Title): _____

Subdivision Application

Address: Parr Hill

Developer: North Ridge Developments Ltd.

Project Name: Lake Vista Phase 3

Lots to be developed: 17 SFD lots and MR62

Official Community Plan amendment required: no

Zoning amendment required: Yes

Zoning: R1 Residential and CS Community Service

Municipal Reserve Dedication: included

Part of concept plan: yes

Landscaping/parks plan: TBD

Drainage designed: yes

Servicing available: design completed - to be installed

Civic Naming Bylaw amendment required: no

Concerns/Special Notes:

This subdivision will provide access and servicing to the new school site.

Motion:

“That we approve the subdivision of SW¼ Sec 27, TWP 38, RGE 5 W3rd, as shown on the Lake Vista Phase 3 Plan of Proposed Subdivision, prepared by Tom Webb, S.L.S., and dated August, 2014, as attached to and forming part of these minutes.”

LAKE VISTA PHASE 3
 PLAN OF PROPOSED
 SUBDIVISION OF
 PART OF SW 1/4 SEC 27-
 TWP 38-RGE 5-W 3RD MER
 MARTENSVILLE, SASK.
 SCALE 1:1500

TS: 8610 August 2014
 Saskatchewan Land Surveyors
 Dimensions shown are in metres and decimals
 thereof and may vary from the final plan of
 survey by 0.5% maximum.
 Portion of this plan to be subdivided is outlined in
 red with a solid, dashed line and contains 9.312 ha
 (23.002 ac) which includes 0.30a ha (0.75a ac)
 for streets and lanes.
 Registered Dealer - 06/08/14
 The signature above indicates
 that I (we) approve the Plan as
 Proposed Subdivision as presented.

27
 38-5-3

SW 1/4 SEC 27-38-
 5-W 3rd MER

SW 1/4 SEC 27-38-5-3



LS

LS

Plan

Y

10172602

Prepared by
 C. W. Chorney
 20-1020-202

Plan No. 102xxxxxx

Plan No. 101648909

Plan No. 102152877

Plan No. 101-5-02023

Y
 Plan No. 102152876

COLLECTIVE AGREEMENT

between

THE CITY OF MARTENSVILLE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2582



JANUARY 1, 2014 TO DECEMBER 31, 2016

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THIS AGREEMENT MADE THIS 16th DAY OF September A.D. 2014

BETWEEN:

THE CITY OF MARTENSVILLE,
Hereinafter called "The Employer",

PARTY OF THE FIRST PART

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 2582,
Hereinafter called "The Union",

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to employment and working conditions;
- 3) to encourage efficiency in operations.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 The Employer recognizes the Canadian Union of Public Employees Local 2582 as the sole and exclusive bargaining agent for all of its employees save and except the City Manager, **City Clerk**, Director of Finance, Director of **Infrastructure and Planning**, Director of Recreation and Community Services, **Community Economic Development Manager, Project Manager, Planning Manager, Facilities and Parks Manager** and hereby agrees to negotiate with the Union, or any of its authorized committees.

2.02 Management Rights:

The Union acknowledges that it is the exclusive right of the City to plan, direct and manage the affairs of the City and direct the workforce subject to the terms of this Agreement.

ARTICLE 3 - NO DISCRIMINATION

Definition of Employee

- 3.01** "Permanent Employee" subject to probation provisions, "permanent employees" shall be defined as an employee holding a position which has been posted as a permanent position.
- 3.02** "Part-time Employee" shall be defined as an employee who occupies a permanent part-time position, or who is either on an availability list or a call-in list, and who is subject to the required probationary period.
- 3.03** "Temporary Employee" shall be defined as being an employee holding a position of limited duration. (Such positions shall be subject to review with the Union after twelve (12) months as to continuation).
- 3.04** "Seasonal Employee" shall be defined as an employee who is appointed to a seasonal position and who is subject to layoff and recall because the nature of the work is cyclical.

3.05 Discrimination and Harassment:

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

Discrimination:

There shall be no discrimination or harassment with respect to any employee by reason of age, race, disability, creed, colour national ancestry, place of residence, religious or political affiliation, sex or sexual orientation, marital status, criminal record that has no relevance to the duties of the employee's position, nor by reason of membership or activity in the Union.

Anti-Harassment Policy Statement:

Harassment is illegal under The Saskatchewan Human Rights Code and The Occupational Health and Safety Act. It is the Employer's responsibility to provide a workplace free from harassment.

Employees have a right to be treated fairly and with respect, and work in an environment free of harassment. Employees have a legal responsibility not to participate in harassment. The Employer will not condone or tolerate unwanted

unwelcome attention or disrespectful behaviour that is harassing in nature under the parameters contained within The Saskatchewan Human Rights Code and The Occupational Health and Safety Act.

Use of Mediator/Investigator:

The parties agree to utilize a jointly agreed to list of mediators and/or investigators to deal with complaints of harassment.

ARTICLE 4 - UNION MEMBERSHIP REQUIREMENT

4.01 Union Membership:

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

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments:

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union Constitution and By-Laws.

5.02 Deductions:

Deductions shall be made bi-weekly from payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names and classifications of employees from whose wages the deductions have been made.

5.03 Dues Receipts:

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

ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

6.01 New Employees:

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles 4.01 and 5.01.

ARTICLE 7 - LABOUR MANAGEMENT BARGAINING RELATIONS

7.01 Union Bargaining Committee:

The Union Bargaining Committee shall be elected or appointed and shall be recognized by the Employer. The Union will advise the Employer of the Union nominees to the Committee. The Committee will include the Local Union President and three (3) other Union members.

7.02 Time Off for Meeting:

Any representative of the Union on the bargaining committee, who is in the employ of the Employer, shall have the right to attend bargaining meetings with the Employer without loss of remuneration.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition of Grievance:

A grievance shall be defined as a dispute or difference between the City and an employee or the Union regarding the interpretation, application or administration of this Agreement.

8.02 Settling of Grievances:

Any grievance submitted shall specify the article and section of the Agreement alleged to have been violated and the redress or adjustment requested.

No grievance shall be considered which is not presented at STEP 1 within twenty-one (21) calendar days after the event or circumstances giving rise to the grievance came

to the attention of or should have come to the attention of the employee or employees concerned.

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1: If an employee believes that any of the provisions of this Agreement affecting the employee have not been properly observed, the employee may, with a Shop Steward, take the grievance up with the immediate Supervisor. Failing settlement in two (2) days, the grievance will be put in writing and submitted in Step 2.

STEP 2: The written grievance will be submitted to the City Manager who shall arrange a meeting with the Union and if necessary a Committee of the Council of the City. Failing settlement at such meeting, the grievance may be submitted at Step 3.

STEP 3: Either party may refer the grievance to Arbitration by giving written notice to the other party of their intentions to do so under Clause (b) below:

- a) Except in Step 1, time limits for proceeding or answering will be thirty (30) working days.
- b) The Arbitration Board shall be established in accordance with the provision of Section 25 and 26 of the Trade Union Act, Bill 105, assented to May 5th, 1972, as amended by Bill 134, assented to July 15, 1983. The Board of Arbitration shall not have the power to change this agreement or to alter, modify or amend any of its provisions. The decision of the Board of Arbitration shall be final and binding on the parties to the dispute.

8.03 Replies in Writing:

Replies to grievances stating reasons shall be in writing at all stages.

8.04 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discipline Procedure:

The employee shall be notified promptly, by the Employer in writing, with a copy to the Union President, with full disclosure of the reasons, of any disciplinary action.

9.02 An employee shall have the right to have a Union Representative present at any discussion with the Employer which may be referred to as disciplinary.

9.03 Employees shall have access to their personnel records and have the right to a copy of anything on their record. If the employee disagrees with anything on their record they can respond to it in writing, and the response shall form part of their record. The employee can challenge the accuracy of anything on their record under the Grievance Procedure, and the outcome of that process shall become part of their record.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined (Type of Seniority Unit):

Seniority is defined as the length of service by permanent employees in the bargaining unit and temporary service in out-of-scope positions. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List:

- 1) The Employer shall maintain a seniority list of permanent employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards once each year. Non-permanent employees shall not accrue seniority.
- 2) Permanent employees are subject to probation provisions and are defined as employees who hold a position, which has been posted as a permanent position.
- 3) Non-permanent employees are defined as those employees who hold a temporary, seasonal and/or casual position.

10.03 Probation for Newly Hired Employees:

A newly hired employee shall be on probation for a period of ninety (90) worked days from the date of hiring. After successful completion of the probationary period seniority shall be effective from the last date of hire. An employee who is discharged during his probationary period shall have no right of recourse to the grievance and

arbitration procedure.

10.04 Loss of Seniority:

Permanent employees shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. A permanent employee shall only lose seniority in the event:

- 1) If discharged for just cause.
- 2) Resignation in writing.
- 3) An absence from work without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- 4) Failure to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- 5) Laid off due to lack of work for a period of two (2) years.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a permanent position vacancy occurs or a new position is created, within the bargaining unit, the Employer shall immediately notify the Union in writing and post, **for a minimum of one (1) week**, notice of the position in the Employer's offices, shops, and on all bulletin boards **at the following locations:**

City Hall - staff room

Public Works - staff room

Sports Centre - office

MAP - office

Pool Office- Guard room

Northridge Centennial Community Centre - office

Library- supply room

Email RCMP Steno

Vacancies shall be filled in a timely manner.

11.02 Information in Postings:

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in a discriminatory manner.

11.03 Role of Seniority in Promotions and Transfers:

Both parties recognize:

- 1) the principle of promotion within the service of the Employer:
- 2) that job opportunity should increase in proportion to length of service.

Therefore, in making promotions, appointment shall be made of the applicant with the greatest seniority provided the applicant possesses the necessary qualifications and ability to perform the work. If the appointment is not made, the Union will be advised.

11.04 Trial Period

Employees accepting promotions shall be allowed a ninety (90) worked day trial during which period the Employer shall determine the employee's suitability for the position. - Within this period, the employee may voluntarily return or be returned by the Employer, to the position formerly occupied, without loss of seniority.

ARTICLE 12 - LAYOFFS AND RECALLS

12.01 Role of Seniority in Lay-offs:

In the event of a layoff or recall permanent employees shall be laid off in the reverse order and recalled in the order of their seniority providing that the senior employees have the qualifications and ability to do the available work. Non- permanent employees shall not have the right of recall.

12.02 Grievance on Lay-offs and Recalls:

Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

12.03 Notice of Lay-off:

Notice of lay-off shall be in accordance with the Labour Standards Act 1978 Chapter L-1 as amended.

ARTICLE 13 - HOURS OF WORK

13.01 1) Regular Daily Hours

Clerical – Staff will receive 15 Flex EDO’s per year and must use 7 of them prior to July 1st of each calendar year. 4 EDO’s may be carried over into the next calendar year but must be used by March 31 of that year.

Outside – Staff will receive 17 scheduled EDO’s for the calendar year. Custodian’s will receive 17 scheduled EDO’s but will fall on a Monday rather than a Friday to accommodate for functions in City Facilities.

EDOs are not applicable to less than full time employees.

2) Averaging Hours of Work:

The hours of work for the **Recreation Facility Custodians, Recreation Program Supervisor, Recreation Program Coordinator and Recreation Facilities Operators** (during Sports Centre operating season) shall be unregulated within any workday. The total hours of work shall average eight (8) hours per day times the number of normal working days in a two (2) week period. All hours in excess of eighty (80) hours in a two (2) week period shall be paid at overtime rates, subject to employer approval.

i) The following terms shall apply:

- the total hours of work shall be an average of either seven and one-half (7.5) or eight (8) hours per day, for a total of seventy-five (75) or eighty (80) hours over a two (2) week period.

ii) Overtime shall be paid:

In the amount of one and one-half (1.5) times the hourly rate for:

- all hours of work over the full-time hours of work in a two (2) week period (75 or 80 hours)
- all hours of work over ten (10) in one (1) day up to twelve (12) hours

In the amount of two (2) times the hourly rate for:

- all hours of work beyond twelve (12) hours per day
- all hours of work outside a twelve (12) hour split shift block of time

iii) Split shifts shall be limited as follows:

- there shall be a maximum of two (2) shifts per work day
- each shift shall be a minimum of two (2) hours in duration
- all shifts must be completed in a twelve (12) hour period or be paid overtime at the rate of two (2) times the hourly rate.

iv) Employees shall not work more than six (6) consecutive days. Employees will have two (2) uninterrupted days of rest in every week.

13.02 Paid Rest Period:

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift.

13.03 Work Schedule:

Bi-weekly work schedules shall be prepared two (2) weeks in advance, setting out the hours of work as provided for in 13.01.

ARTICLE 14 - OVERTIME

14.01 Overtime Defined:

All authorized time worked in excess of a full day or full week as defined in Article 13 shall be considered overtime.

14.02 Compensation for Overtime:

Overtime work shall be paid for at the rate of time and one-half (1½) for the first four (4) hours and double (2x) time thereafter.

14.03 Compensation for Work on Scheduled Days Off:

Overtime worked on scheduled days off shall be paid for at the rate of double (2x) time.

14.04 Compensation for Work on Paid Holidays not Regularly Scheduled:

Overtime work on a paid holiday when the employee was not scheduled to work shall be paid for at the rate of double time (2x) for the work performed. If the employee works half or more of their normal scheduled shift they will receive an equivalent amount of additional time off without loss of regular pay.

14.05 Call Back Pay Guarantee:

An employee who is called back to work after having completed the regular work schedule shall be paid for a minimum of two (2) hours at time and one-half (1½).

14.06 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may chose to receive time off at the appropriate overtime rate at a time selected by the employee and agreed upon by the Employer. Such time must be taken within the calendar year, except that overtime between **September 1st** to December 31st must be taken by March 31st of the following year. Time off in lieu of overtime shall not exceed eight (8) regular days banked at any one time.

14.07 Sharing of Overtime:

When overtime work is required, the City agrees to the dividing of hours of overtime, where practical among qualified employees who normally perform the available work.

14.08 Employees who are required to work extended overtime periods (i.e. in excess of four consecutive hours of overtime), shall continue work at the double time rate for all subsequent hours worked until a break period of at least eight hours is provided. However, when the break period between “overtime work” and the next regular shift is less than eight hours, the City may defer the starting time, in effect reducing the hours of the next shift, so as to provide the eight hour break. In such a situation, any employee so affected shall receive his or her full salary for the shift. In the event of an “emergency circumstance” (as defined in Art. 12(4) of the Labour Standards Act) the employee may not be entitled to a full (8) eight hour rest break. The employee shall continue to receive overtime rates of pay during this period.

ARTICLE 15 - HOLIDAYS

15.01 Paid Holidays:

The Employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

15.02 Compensation for Holidays Falling on Regularly Scheduled Days of Rest:

When any of the above-noted holidays falls on any employee's day of rest and is not proclaimed as being observed on some other day, the following regularly scheduled day shall be deemed to be the holiday for the purpose of this Agreement.

15.03 Part Time Accrual of Paid Holidays

Part Time employees will be paid one twentieth (1/20th) of their regular wages earned in the four weeks prior to the paid holiday.

ARTICLE 16 - VACATIONS

16.01 Length of Vacation:

An employee shall receive an annual vacation with pay in accordance with years of employment as follows:

Up to and including the seventh (7th) year of employment – fifteen (15) days per annum

- (Accrue 1 ¼ working days for each month of service)

After the completion of seven (7) years of employment, in the eighth (8th) and subsequent years – twenty (20) days per annum

- (Accrue 1 2/3 working days per month during the seventh [7th] and subsequent years of service)

After the completion of fifteen (15) years of employment, in the sixteenth (16th) and subsequent years – twenty-five (25) days per annum

- (Accrue 2 1/12 working days per month during the fifteenth [15th] and subsequent years of service)

16.02 Compensation for Holidays Falling Within Vacation Schedule:

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay.

16.03 Vacation Pay:

Vacation pay for each week of vacation shall be at the rate of 3/52's, 4/52's or 5/52's of gross earnings, or current rate of pay, whichever is greater.

When an employee has worked less than a full year due to absence without pay, during the period in which his vacation entitlement is accrued, his vacation pay shall be pro-rated accordingly.

16.04 Vacation Schedules:

Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed upon by the employee and the Employer.

16.05 Unbroken Vacation Period:

Employees shall receive their vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

16.06 Approved Leave of Absence During Vacation:

Where an employee qualifies for sick leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. An employee requesting sick leave will be required to produce a medical certificate from a qualified physician.

ARTICLE 17 - SICK LEAVE PROVISIONS

17.01 Sick Leave Defined:

Sick Leave means the period of time an employee is absent from work with full pay by virtue of family illness, personal illness, or personal disability. For the purposes of this article, family is defined as spouse, common-law-spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild.

17.02 Annual Paid Sick Leave

Fifteen (15) days' sick leave per year shall be earned by an employee at the rate of one and one-quarter (1 ¼) days for every month an employee is employed.

Less than full time employees' sick leave shall be prorated in accordance with hours worked each month.

17.03 Accumulation of Sick Leave:

The unused portion of an employee's sick leave shall accrue to a maximum of forty-five (45) days.

17.04 Deductions from Sick Leave:

A deduction shall be made from accumulated sick leave credits for all time absent from work due to sick leave. Deductions from sick leave credits shall be made for any hour or portion thereof.

17.05 Proof of Illness:

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that they were unable to carry out their duties due to illness.

17.06 Sick Leave Records:

Once a year the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

17.07 Family Illness:

An employee may use up to five (5) days of sick leave per calendar year (which shall not be cumulative) to attend to the sickness of the employee's spouse or child.

17.08 Appointment Leave:

It is recognized that it is not always possible to establish medical appointments outside working hours. If an employee has an appointment with a medical practitioner that cannot be made outside working hours, that employee may be eligible to use their accumulated sick leave. The Employer reserves the right to request a proof of appointment. The City shall reimburse the employee for any cost incurred for obtaining proof of appointment. It is the employee's responsibility to return to work as soon as possible after the appointment is fulfilled.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Grievance and Arbitration Pay Provisions:

Representatives of the Union shall not suffer any loss of pay or benefits for the normally scheduled working time involved in grievance procedures.

18.02 Leave of Absence for Union Functions:

Upon request to the Employer, up to two (2) employees elected or appointed to represent the Union at conventions shall be allowed a leave of absence without pay and benefits insofar as operations will permit. Leave of absence without pay but without loss of benefits shall be allowed for up to two (2) employees to attend Executive and Committee meetings of C.U.P.E., its affiliated or chartered bodies and any labour organizations with which the Union is affiliated insofar as operations will permit.

18.03 Leave of Absence for Full-time Union or public duties:

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of benefits so that the employee may be a candidate in federal, provincial or municipal elections.
- b) An employee who is elected to public office (except for Martensville City Council) shall be allowed leave of absence without loss of seniority during their term of office.

18.04 Paid Leave for Bereavement and Serious Illness:

- a) An employee shall be granted a minimum of five (5) regularly scheduled consecutive work days' without loss of pay and benefits in the case of death of a spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild.
- b) An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days' without loss of pay and benefits in the case of serious illness of a spouse, common-law spouse, son, son-in-law, daughter, daughter-in-law, father, father-in-law, mother, mother-in-law, brother, sister, grandparent or grandchild. This provision shall not be granted more than once in a six month period.

Serious illness shall be defined as an emergent or life-threatening situation. While respecting privacy, the Employer may request confirmation of the emergent situation.

Two (2) additional days may be granted where travel outside the province is necessary.

18.05 Personal Day

Employees are entitled to one (1) personal day off with pay per calendar year. An unused day may be carried over to the next year, for a maximum accumulation of two (2) days. Except in the case of an emergency, employees shall prearrange this day off with their supervisor.

Personal days for part-time employees will be prorated based on the number of hours worked.

18.06 Parental Leave:

a) Service Requirements for Maternity Leave:

An employee shall qualify for maternity leave after completion of her probationary period. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

b) Length of Maternity/Parental Leave:

Maternity/Parental Leave shall be granted for a period of up to fifty-two (52) weeks, without pay. The maternity leave may be started up to eighteen (18) weeks prior to the expected date of birth. Where a Doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons an extension of up to twenty-six (26) weeks shall be allowed.

c) Seniority Status During Maternity/Parental Leave:

While on such leave an employee shall retain their full employment status but shall not accumulate any benefits under the terms of this agreement, but shall not lose any accumulated benefits that were accrued prior to going on leave. An employee on leave shall continue to accrue seniority during their leave.

d) Employer Payment of Employee Benefits During Maternity/Parental Leave:

During the period of maternity leave the Employer shall continue to pay the Group Life Insurance, Weekly Indemnity, Long Term Disability, Health Spending Account and Dental Plan premiums for the employee.

e) Procedure Upon Return from Maternity/Parental Leave

When an employee decides to return to work after maternity leave, she shall provide the Employer with at least two (2) weeks' notice. On return from

maternity leave, the employee shall be placed in her former position. If the former position no longer exists, she shall be placed in an equivalent position.

f) Adoption Leave:

Where an employee seeks leave due to legal adoption, a leave of absence without pay of up to fifty-two (52) weeks shall be allowed.

18.07 Time Off for Elections:

Employees shall be allowed three (3) hours before the closing of the polls for any federal election, or that time required by law for provincial or municipal elections.

18.08 Paid Jury or Court Witness Duty Leave:

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment received for jury service or court witness. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of their own employment shall be considered as time worked at the appropriate rate of pay.

18.09 General Leave:

An employee may be entitled to a leave of absence without pay and without loss of seniority when they request such leave in writing for good and sufficient cause.

18.10 Employees upgrading their qualifications shall be allowed one (1) day of study time on City premises during their regular work schedule paid by the employer. The request must be supervisor approved and will not be unreasonably withheld.

ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES

19.01 Pay Days:

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this agreement.

19.02 Rate of Pay on Promotion:

Where an employee is promoted to another classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed at the following rate:

- start rate, including any accrued time, if the employee has less than three (3) years of seniority, or
- the same experience grade rate held in the previous position, if an employee has three (3) or more years of seniority.

The date of promotion to the new classification shall become the anniversary date of the application of the salary progression. (Subject to the above).

19.03 Pay on Temporary Transfers, Higher Rated Job:

- a) When an employee temporarily relieves in or performs the principal duties of a higher paying position, at a flat rate of pay, they shall receive the rate for the job, except in training situations.

When an employee temporarily relieves in, or performs the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is higher than their previous rate. The employee shall qualify for any pay increments based on their length of service in their temporary assignment, however, shall not advance beyond the one (1) year increment rate if they do not meet the minimum qualifications for the position. Where the higher position is outside the bargaining unit the employee shall be deemed to be covered by the Collective Agreement during the period of temporary transfer. For purposes of this Article, the most senior qualified employees in the classification shall be the first to be requested to temporarily relieve.

- b) When the **Superintendent** is required to substitute for the **Director of Infrastructure & Planning**, the Finance Clerk is required to substitute for the Director of Finance for more than three (3) consecutive work days, they shall be paid an additional thirty-two dollars (\$32.00) per day.
- c) When both the **Director of Infrastructure & Planning** and Superintendent; Director of Recreation & Community Services and **Parks & Facilities Manager**; or Director of Finance and Finance Clerk are absent, employees asked by the Director to fill in for supervisory duties in the respective departments shall be paid an additional thirty-two dollars (\$32.00) per day.

19.04 Pay on Transfer, Lower Rated Job:

When an employee is temporarily assigned to a position paying a lower rate, their rate of pay shall not be reduced.

19.05 On Call Provision:

When employees are advised that they are "on call" that is, immediately available by telephone contact, they shall be paid two dollars (\$2.00) per hour for all hours "on call".

All hours actually worked by an "on call" employee shall be paid at overtime rates in accordance with overtime rates as defined in Article 14.02.

19.06 Increment Wage Increases:

Increment wage increases shall be based on the accumulated length of service from the original date of hire in that position, in order to fairly compensate the employee for experience and knowledge in the position, whether or not the employee has passed probation pursuant to Article 10.03.

19.08 Shift Differential:

- a) A shift differential in accordance with Schedule "A" shall be paid for all hours worked on:
 - i) Weekdays Monday to Friday between the hours of 6:00 p.m. and 6:00 a.m.
 - ii) Saturday and Sunday all hours.

- b) The shift differential shall not be paid on:
 - i) Part of basic wage rates.
 - ii) Used in calculating overtime rates.
 - iii) Paid for any hours for which overtime rates are being paid; and
 - iv) Paid to non-permanent employees.

ARTICLE 20 - JOB CLASSIFICATION AND RECLASSIFICATION

20.01 Job Descriptions:

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union.

20.02 Changes in Classification:

When the duties in any classification are changed or when a position not covered in Schedule 'A' is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The City

Manager/designate shall render their decision within 90 days of the reclassification request being submitted. If the parties are unable to agree, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Pension Plans:

In addition to Canada Pension Plan, every permanent employee shall join the Saskatchewan Municipal Employees' Superannuation Plan. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

21.02 Group Life, Long-Term Disability and Dental Plan:

a) Eligible employees shall be enrolled in an approved Group Life Insurance plan which provides coverage at two (2x) times their annual salary with Accidental Death and Dismemberment, a Short-Term Disability and Long-Term Disability Plan, and a Dental Plan.

b) Medical Expenses – Health Spending Account

Permanent employees shall be eligible to participate in the Health Spending Account program attached as Appendix “1”, for reimbursement of eligible medical expenses. An annual H.S.A. credit as shown on Schedule “B” shall be provided by the Employer to each permanent employee on January 1st of each calendar year. The H.S.A. credit shall be prorated for part time and part year work.

21.03 Workers' Compensation Pay Supplement:

All employees shall be covered by the Workers' Compensation Act. Employees prevented from performing their regular work with the Employer on account of an occupational accident that is covered by Workers' Compensation Act shall receive from the Employer the difference between the amount payable by the Workers' Compensation Board in order to provide their net take home pay for a maximum of nine (9) months.

Pending a settlement of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments. In order to continue receiving their regular salary, the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

21.04 **The City agrees to provide employees with one hundred percent (100%) free access fees to City operated fitness facilities, including Martensville Athletic**

Pavilion, Swimming Pool, Sports Centre and other facilities constructed during the term of this agreement.

City identification must be presented on each occasion of entrance to receive free access. This discount does not apply to City programs that require registration.

ARTICLE 22 – HEALTH AND SAFETY

22.01 Co-operation on Safety:

The Union and the Employer shall co-operate in improving rules and practices which will provide adequate protection to employees engaged in hazardous work.

22.02 Occupational Health & Safety Committee:

An Occupational Health and Safety Committee shall be established and composed of equal representatives appointed by the Employer and the Union. Representatives of the Union shall suffer no loss of pay for attending meetings of the Committee.

ARTICLE 23 - JOB SECURITY

23.01 No permanent employee shall be laid off or have their employment terminated as a direct consequence of the City contracting out work of a nature normally performed by members of the bargaining unit.

ARTICLE 24 - UNIFORM AND CLOTHING ALLOWANCE

The Employer shall develop a Letter of Understanding on supplying appropriate quantities of approved work clothing.

24.01 a) Safety Shoes:

The Employer will provide employees with a safety shoe allowance as follows:

Permanent employee	\$ 200.00 annually
Non-permanent employee	\$ 100.00 annually

at the start of employment, and annually thereafter, for permanent employees on their anniversary date. This allowance shall be used to reimburse employees for

the purchase of approved safety shoes and insoles. Unused allowance credits may be carried forward for reimbursement of future safety shoe purchases. Permanent employees may overdraft their safety shoe allowance by one year's credit amount, however such overdraft may be recovered by the Employer from any final payments to the Employee upon termination of employment.

- b) Upon presentation of receipts, the employer shall provide each inside/clerical employee with one hundred and twenty-five dollars (\$125.00) annually for the purchase of City of Martinsville logo apparel. This allowance must be utilized between January 1 and December 31 annually.**

The City Manager retains the right to approve the apparel.

- c) Safety Clothing**

Protective clothing shall be supplied in accordance with Protective Clothing Policy #80/11

- 24.02 a) Tool Maintenance**

The City will pay to maintain (sharpen, etc) tools. Equipment specific tools will be purchased and owned by the City. Inventory of such tools will be the responsibility of the Mechanic.

ARTICLE 25 - GENERAL CONDITIONS

- 25.01 Bulletin Boards:**

The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 26 - GENERAL

- 26.01 Plural or Feminine Terms May Apply:**

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 27 - NO STRIKE OR LOCK OUT

27.01 Strikes and Lock Outs

The Union agrees that during the life of this Agreement there will be no strike, slow down, stoppage of work, study sessions, or any withdrawal of normally provided services, and the Employer agrees that during the life of this Agreement there shall be no lock outs.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration:

This agreement shall be binding and remain in effect from January 1, **2014** to December 31, **2016**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its amendment. Such notice shall be given not less than thirty (30) days and not more than sixty (60) days prior to the expiry date of this agreement.

28.02 Changes in Agreement:

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

DATED THIS _____ DAY OF _____, 20__.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:

THE CITY OF MARTENSVILLE:

PRESIDENT

MAYOR

SECRETARY

CITY MANAGER (Acting)

C.U.P.E. REPRESENTATIVE

hdl/Cope#491
L 2582 FINAL CA, Jan.1.13 to Dec.31.16, edited Sept.10.14

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2014 (2.5% increase)

- Denotes classifications that include a market adjustment on base wage rate plus 2.5% general increase.

POSITION	START	Experienced
Labourer I	\$11.16	\$12.92
Recreation Playground Labourer I Aquatic Life Guard I/ Cashier		
Labourer II	\$12.90	\$14.72
Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II		
Labourer III	\$14.67	\$16.78
Public Works Labourer III Recreation Parks Labourer III Recreation Playground Labourer III Library Assistant Aquatic Life Guard III		
Labourer IV	\$15.79	\$18.51
Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep		
Clerk I	\$18.17	\$20.27
Administrative Assistant I Planning Clerk Receptionist		
Clerk II	\$19.92	\$22.03
Administrative Assistant II Recreation Program Co-ordinator II Planning Clerk II Planning Tech. II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II		

Clerk III	\$21.68	\$23.80
Utility Clerk III		
Payables Clerk III		
Planning Tech III		
Payroll Clerk III		
Rec Program Co-ordinator III		
RCMP Detachment Clerk III		
Clerk IV	\$23.43	\$25.54
Finance Clerk		
Recreation Program Supervisor		
• Operator I	\$19.06	\$21.26
Rec Facility Operator I		
Custodian		
Equipment Operator I		
• Operator II	\$20.89	\$23.10
Utility Operator II		
Rec Facility Operator II		
Uncertified Water & Sewer Op		
Equipment Operator II		
• Operator III	\$22.74	\$24.96
Equipment Operator III		
Utility Operator III		
Mod Water & Sewer Op		
Bylaw Enforcement Officer III		
Parks & Rec Fac Op III		
•Operator IV	\$24.57	\$26.79
Fac Maintenance Supervisor		
Roadways Foreman		
Uncert Water & Sewer Foreman		
Recreation Parks Foreman		
•Prof/Tech Level I	\$26.42	\$28.64
Heavy Duty Mechanic		
Planning and Development Officer I		
Certified Water and Sewer Operator		
Bylaw Enforcement Officer I		
Prof/Tech Level II	\$28.25	\$30.45
Heavy Duty Mechanic II		
Certified Water and Sewer Foreman		
Planning & Development Officer II		
•Prof/Tech Level III	\$30.10	\$32.30
Heavy Duty Mechanic III		
•Prof/Tech Level IV	\$31.93	\$34.13
Public Works Superintendant		

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2015 (2.5% increase)

POSITION	START	Experienced
Labourer I	\$11.44	\$13.24
Recreation Playground Labourer I Aquatic Life Guard I/ Cashier		
Labourer II	\$13.23	\$15.09
Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II		
Labourer III	\$15.03	\$17.20
Public Works Labourer III Recreation Parks Labourer III Recreation Playground Labourer III Library Assistant Aquatic Life Guard III		
Labourer IV	\$16.18	\$18.97
Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep		
Clerk I	\$18.63	\$20.78
Administrative Assistant I Planning Clerk Receptionist		
Clerk II	\$20.41	\$22.58
Administrative Assistant II Recreation Program Co-ordinator II Planning Clerk II Planning Tech. II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II		

Clerk III	\$22.22	\$24.40
Utility Clerk III		
Payables Clerk III		
Planning Tech III		
Payroll Clerk III		
Rec Program Co-ordinator III		
RCMP Detachment Clerk III		
Clerk IV	\$24.02	\$26.18
Finance Clerk		
Recreation Program Supervisor		
Operator I	\$19.54	\$21.80
Rec Facility Operator I		
Custodian		
Equipment Operator I		
Operator II	\$21.41	\$23.68
Utility Operator II		
Rec Facility Operator II		
Uncertified Water & Sewer Op		
Equipment Operator II		
Operator III	\$23.30	\$25.59
Equipment Operator III		
Utility Operator III		
Mod Water & Sewer Op		
Bylaw Enforcement Officer III		
Parks & Rec Fac Op III		
Operator IV	\$25.19	\$27.46
Fac Maintenance Supervisor		
Roadways Foreman		
Uncert Water & Sewer Foreman		
Recreation Parks Foreman		
Prof/Tech Level I	\$27.08	\$29.35
Heavy Duty Mechanic		
Planning and Development Officer I		
Certified Water and Sewer Operator		
Bylaw Enforcement Officer I		
Prof/Tech Level II	\$28.96	\$31.22
Heavy Duty Mechanic II		
Certified Water and Sewer Foreman		
Planning and Development Officer II		
Prof/Tech Level III	\$30.85	\$33.11
Heavy Duty Mechanic III		
Prof/Tech Level IV	\$32.73	\$34.98
Public Works Superintendant		

SCHEDULE "A"
PAYMENT OF WAGES AND ALLOWANCES
EFFECTIVE JANUARY 1, 2016 (2.5% increase)

POSITION	START	Experienced
Labourer I Recreation Playground Labourer I Aquatic Life Guard I/ Cashier	\$11.73	\$13.57
Labourer II Public Works Labourer II Recreation Parks Labourer II Aquatic Life Guard II	\$13.56	\$15.46
Labourer III Public Works Labourer III Recreation Parks Labourer III Recreation Playground Labourer III Library Assistant Aquatic Life Guard III	\$15.41	\$17.63
Labourer IV Typist/Receptionist Skilled Labourer IV Librarian Aquatic Life Guard IV Recreation Customer Service Rep	\$16.58	\$19.45
Clerk I Administrative Assistant I Planning Clerk Receptionist	\$19.09	\$21.30
Clerk II Administrative Assistant II Recreation Program Co-ordinator II Planning Tech. II Planning Clerk II Payroll Clerk II RCMP Detachment Clerk Aquatic Manager Librarian II	\$20.92	\$23.14

Clerk III	\$22.78	\$25.01
Utility Clerk III		
Payables Clerk III		
Planning Tech III		
Payroll Clerk III		
Rec Program Co-ordinator III		
RCMP Detachment Clerk III		
Clerk IV	\$24.62	\$26.84
Finance Clerk		
Recreation Program Supervisor		
Operator I	\$20.02	\$22.34
Rec Facility Operator I		
Custodian		
Equipment Operator I		
Operator II	\$21.94	\$24.27
Utility Operator II		
Rec Facility Operator II		
Uncertified Water & Sewer Op		
Equipment Operator II		
Operator III	\$23.89	\$26.23
Equipment Operator III		
Utility Operator III		
Mod Water & Sewer Op		
Bylaw Enforcement Officer III		
Parks & Rec Fac Op III		
Operator IV	\$25.82	\$28.15
Fac Maintenance Supervisor		
Roadways Foreman		
Uncert Water & Sewer Foreman		
Recreation Parks Foreman		
Prof/Tech Level I	\$27.76	\$30.09
Heavy Duty Mechanic		
Planning and Development Officer I		
Certified Water and Sewer Operator		
Bylaw Enforcement Officer I		
Prof/Tech Level II	\$29.68	\$32.00
Heavy Duty Mechanic II		
Certified Water and Sewer Foreman		
Planning and Development Officer II		
Prof/Tech Level III	\$31.62	\$33.94
Heavy Duty Mechanic III		
Prof/Tech Level IV	\$33.54	\$35.86
Public Works Superintendant		

SCHEDULE "B"

REIMBURSEMENT OF EXPENSES

(Effective January 1, 2011)

MEDICAL EXPENSE REIMBURSEMENT

Health Spending Account annual credit (see Appendix 1 attached)	\$600.00 (no cash-out value)
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All employees have moved into SUMA plan as of _____, to receive core benefits as follows:

Life	50% employee	50% employer
Dependent Life	50% employee	50% employer
ADD	50% employee	50% employer
Short Term Disability	50% employee	50% employer
Long Term Disability	50% employee	50% employer

Dental plan is only optional if spouse currently covered by another group plan. Proof required.

Upon entry into SUMA Benefit Plan, employer will pay costs associated with the following (Jan. 1, 2009)

Extended Health	100% employer paid
Vision	100% employer paid
Employee Family Assistance Plan	100% employer paid

APPENDIX 1

City of Martensville
And
Canadian Union of Public Employees
Local 2582
Health Spending Account
Plan Document

Section 1 - Definitions

For the purposes of the Plan, the following words and phrases shall have the following meanings when used herein, unless a different meaning is plainly indicated by the context.

- 1.1 **ACCOUNT** means the Health Spending Account (HSA) established for each Employee as provided in Section 5.1.
- 1.2 **CREDIT** means a notional credit provided by the Employer.
- 1.3 **DEPENDANT** means:
- (a) the Employee's legal or common-law spouse. A common-law spouse means a person with whom the Employee has been cohabiting in a spousal relationship continuously for at least one year.
 - (b) an unmarried natural, adopted or step child who is financially dependent on the Employee and is:
 - (i) under 21 years of age, or
 - (ii) under 25 years of age and attending a college or university full-time; or
 - (iii) any age and physically or mentally infirm.
 - (c) other family members who are financially dependent on the Employee and whom the Employee claims as dependents for income tax purposes, including:
 - (i) a child or grandchild of the Employee or the Employee's spouse; or
 - (ii) a parent, grandparent, brother, sister, uncle, aunt, niece or nephew, if resident in Canada at any time in the year, of the Employee or the Employee's spouse.
- 1.4 **EFFECTIVE DATE** means January 1, 2002.
- 1.5 **ELIGIBLE HEALTHCARE EXPENSE** means any expense which meets all of the following criteria:
- (a) the expense must be incurred during the current Plan Year on behalf of an Employee or Dependent covered by the Plan; and
 - (b) the expense must not have been reimbursed and cannot be reimbursed under any other medical or dental plan; and
 - (c) the expense must qualify as a "medical expense" as defined in the Income Tax Act (Canada) and IT519R2, as amended or replaced from time to time.

City of Martensville and Canadian Union of Public Employees Local #2582
Health Spending Account Plan Document

- 1.6 **EMPLOYEE** means an employee of the Employer, provided the employee is a member of CUPE Local 2582.
- 1.7 **EMPLOYER** means the City of Martensville or any Participating Employer.
- 1.8 **PARTICIPATING EMPLOYER** means any employer approved by the City of Martensville and the Union to participate in this Plan.
- 1.9 **PLAN** means the City of Martensville Health Spending Account Plan, established on January 1, 2002, as amended from time to time.
- 1.10 **PLAN YEAR** means the initial twelve-month period January 1, 2002 to December 31, 2002, and each successive twelve-month period beginning January 1 and ending December 31.
- 1.11 **UNION** means the Canadian Union of Public Employees Local #2582.

Section 2 - Establishment of the Plan

2.1 Establishment of the Plan

The Plan is established effective January 1, 2002 for Employees of the Employer.

2.2 Purpose

The purpose of the Plan is to enable Employees to obtain reimbursement of Eligible Healthcare Expenses incurred by an Employee or Dependent, to the extent that reimbursement for such expenses has not been made from any other healthcare plan or contract of insurance.

2.3 Private Health Services Plan

It is the intention of the Employer that the Plan qualify as a Private Health Services Plan as defined under the *Income Tax Act*.

Section 3 - Eligibility and Participation

3.1 An Employee shall be eligible to participate in the Plan on:

- (a) the Effective Date, if employed January 1, 2002;
- (b) the Employee's date of hire, if employment begins after the Effective Date;
- (c) the first day of any subsequent Plan Year.

3.2 The following classes of employees are established for the purposes of this Plan:

- (a) Permanent Employees who have ongoing continuous employment with the City.
- (b) **Term** Employees who have a contract of employment with the City which will terminate at a known set future date.
- (c) Seasonal Employees who are employed on a seasonal, week to week basis with an unknown termination date.
- (d) Part-time Employees who in addition to being an employee as defined in Section 3.2 (a), (b), or (c), work a reduced number of hours compared to the equivalent full time position.

Section 4 - Credits

4.1 Amount of Credits

On January 1, 2002, and each subsequent January 1st, the Employer shall provide a Credit to each Employee of an amount as stipulated in the Collective Agreement between the Employer and the Union, adjusted as follows:

- (a) Permanent Employees: 100% of the Credit amount.
- (b) Term Employees: 8.33% of the Credit amount for each month of contracted employment in the calendar year.
- (c) Seasonal Employees: Not eligible to participate in the plan.
- (d) Part-time Employees: Amounts stipulated in Section 4.2 (a), or (b) which shall be prorated based on an equivalent full time position.

4.2 Credit Allocations

A minimum of \$600.00 must be allocated to the Health Spending Account each year, effective January 1, 2009 (no cash-out value).

4.3 Earning of Credits

Employees shall earn Credits on the following basis:

- (a) Permanent Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan.
- (b) Term Employees: The Credit shall be provided as an advance, but shall be earned at a rate of 1/12 for each month of employment in the Plan Year (prorated if the Employee participates in the Plan for less than twelve months).
- (c) Seasonal Employees: Not eligible to participate in the Plan.
- (d) Part-Time Employees: The Credit shall be provided in accordance with amounts stipulated in Section 4.4 (a) or (b) which shall be prorated based on an equivalent full time position.

4.4 Value of Credits:

Credits transferred to the HSA shall have no redeemable value, other than for reimbursement of Eligible Healthcare Expenses.

Section 5 - Accounts

5.1 Establishment of Accounts

The Employer shall establish and maintain a Health Spending Account for each eligible Employee. Each Employee's Account shall be allocated Credits in accordance with Section 4.2.

5.2 Reimbursement of Eligible Healthcare Expenses

Each Employee's Account shall be debited on the date a reimbursement is made by the amount reimbursed for Eligible Healthcare Expenses incurred in the current Plan Year. Eligible Healthcare Expenses shall be fully reimbursed from available Credits in the Employee's Account. At no time shall a reimbursement be permitted that would result in a negative Account balance.

5.3 Forfeiture of Credits

Subject to Section 5.4 and 6.2, any Credits remaining in an Employee's Account at the end of a Plan Year shall be forfeited.

5.4 Carry-forward of Credits

Notwithstanding Section 5.3, any unused Credits attributable to a particular Plan Year may be carried forward and used in the subsequent Plan Year.

5.5 Right of Recovery

The Employer has the right to recover from an Employee any reimbursement made:

- (a) for expenses which are not Eligible Healthcare Expenses;
- (b) which results in a negative Account balance;
- (c) before termination of employment from unearned Credits, subject to Section 4.3.

Section 6 - Claims Procedure

6.1 Notice and Proof of Claim

The Employee shall submit a notice and proof of claim for reimbursement of Eligible Healthcare Expenses using forms prescribed by the Employer.

The proof of claim shall include evidence satisfactory to the Employer that an Eligible Healthcare Expense was incurred by an Employee or Dependent, that the Eligible Healthcare Expense was previously submitted to all other medical and dental plans in which the Employee or Dependent participate (if applicable), and that part or all of the claim was denied by all such other medical and dental plans.

6.2 Grace Period

Any claim submitted within 60 days after the end of a particular Plan Year will be deemed to have been submitted and reimbursed on December 31 of that Plan Year.

Any claim submitted within 60 days of the date coverage terminates pursuant to Section 7.1 will be deemed to have been submitted and reimbursed on the date of termination of coverage.

6.3 Payment of Claims

The Employer will process and pay claims on a monthly basis.

Section 7 – Termination of Coverage

7.1 Termination of Coverage

An Employee will cease to be covered by the Plan on the earliest of:

- (a) the date the Employee's employment terminates;
- (b) the date the Employee retires;
- (c) the date the Employee dies; or
- (d) the date the Employee begins an unpaid leave of absence, other than a maternity, parental or adoption leave taken pursuant to provincial employment standards legislation.

Section 8 - Administration

8.1 Administration

The Administrator of the Plan shall be the Employer and all matters relating to the administration, interpretation, overall operation or application of the Plan shall be the Employer's responsibility. The Employer shall conclusively determine all matters relating to the overall operation, administration, interpretation and application of the Plan, consistent with the provisions of the Plan and any other contract which may be established in order to insure or fund the amounts payable under the Plan. The Employer may make such rules and prescribe such forms and procedures for the operation of the Plan consistent with the terms of the Plan, as it shall deem necessary, and may amend or revise such rules, forms and procedures from time to time. Whenever a question arises which cannot be settled or determined by reference to the Plan, the Employer and the Union may settle or determine such question at their discretion in any manner consistent with the intent of the Plan.

The Employer and the Union may appoint any person or corporation to administer the Plan and may delegate for such purpose from time to time such authority they may deem necessary and advisable.

8.2 Administration Costs

The Employer shall pay all costs of administering the Plan.

8.3 Information to Employees

The Employer shall provide each Employee with a written explanation of the terms and conditions of the Plan and any amendments thereto.

8.4 Employer Records

Where the records of the Employer are used for the purposes of the Plan, such records shall be conclusive of the facts with which they are concerned, and the Employer shall be entitled to rely on the accuracy of those records unless sufficient contrary evidence is furnished to the Employer.

Section 9 - Miscellaneous

9.1 Employment

The Plan shall not be deemed to constitute a considerational inducement for the employment of any Employee. Nothing contained in this Plan shall be deemed to give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge the Employee at any time, regardless of the effect such discharge might have upon such person as a participant in the Plan.

9.2 Severability

If any provision of this Plan shall be **determined** to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Plan shall remain in full force and in effect to the full extent permitted by law.

9.3 Taxes

The Employer, its officers, employees and agents shall not be liable for federal or provincial income taxes or any other liability incurred by an Employee or any other person as a result of receiving reimbursement for Eligible Healthcare Expenses from the Plan.

9.4 Governing Law

This Plan and all rights hereunder shall be governed by and construed in accordance with the laws of the federal and provincial jurisdictions in which they operate.

9.5 Termination of the Plan

The Employer may terminate the Plan only with the consent of the Union.

9.6 Previous Plan

This Plan shall replace the previous plan dated September 1, 2000.

LETTER OF UNDERSTANDING

Between

The City of Martensville

and

CUPE Local 2582

RE: EDO Implementation

Inside Employees:

January 1st of each year, employees will receive fifteen (15) EDO days for the year to use as they wish. It is the intent that all these days will be used in the calendar year in which they are earned, however, this is not always possible. Employees will be permitted to carry over a maximum of four (4) EDO days into the next calendar year to be used by March 31.

Further, a joint policy shall be established regarding the use of days that includes, but is not limited to the following criteria:

- A minimum number of days that must be used prior to July 1st each year.
- An equitable method of granting requests to use EDOs
- Other criteria as deemed necessary

Outside Employees:

January 1st of each year, employees will receive seventeen (17) scheduled EDO days for the year. It is the intent that all these days will be used in the calendar year in which they are earned, however, this is not always possible.

AGREED this Date _____

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:

THE CITY OF MARTENSVILLE:

LETTER OF UNDERSTANDING

Between

The City of Martensville

and

CUPE Local 2582

RE: Water and Treatment Plant Checks

All Public Works employees (if warranted some Parks and Recreation Employees as well) will be trained to complete the required checks for water and sewer on the weekends.

The Director of Public Works will schedule trained employees to work two (2) hours on Saturdays and Sundays to perform the required checks. The employee shall receive four (4) hours each day for working on the weekend. This will accumulate to one (1) earned day off per weekend worked. The Payroll Clerk will keep a separate record of the days earned and the days taken. Such time must be taken the Monday or Friday of the following week.

AGREED this Date _____

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL NO. 2582:**

THE CITY OF MARTENSVILLE:

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT
BYLAW NO. 22-2014

A BYLAW OF THE CITY OF MARTENSVILLE TO AMEND BYLAW 18-2008,
KNOWN AS THE ZONING BYLAW.

The Council of the City of Martensville, in the Province of Saskatchewan, enacts to amend Bylaw No. 18-2008 as follows:

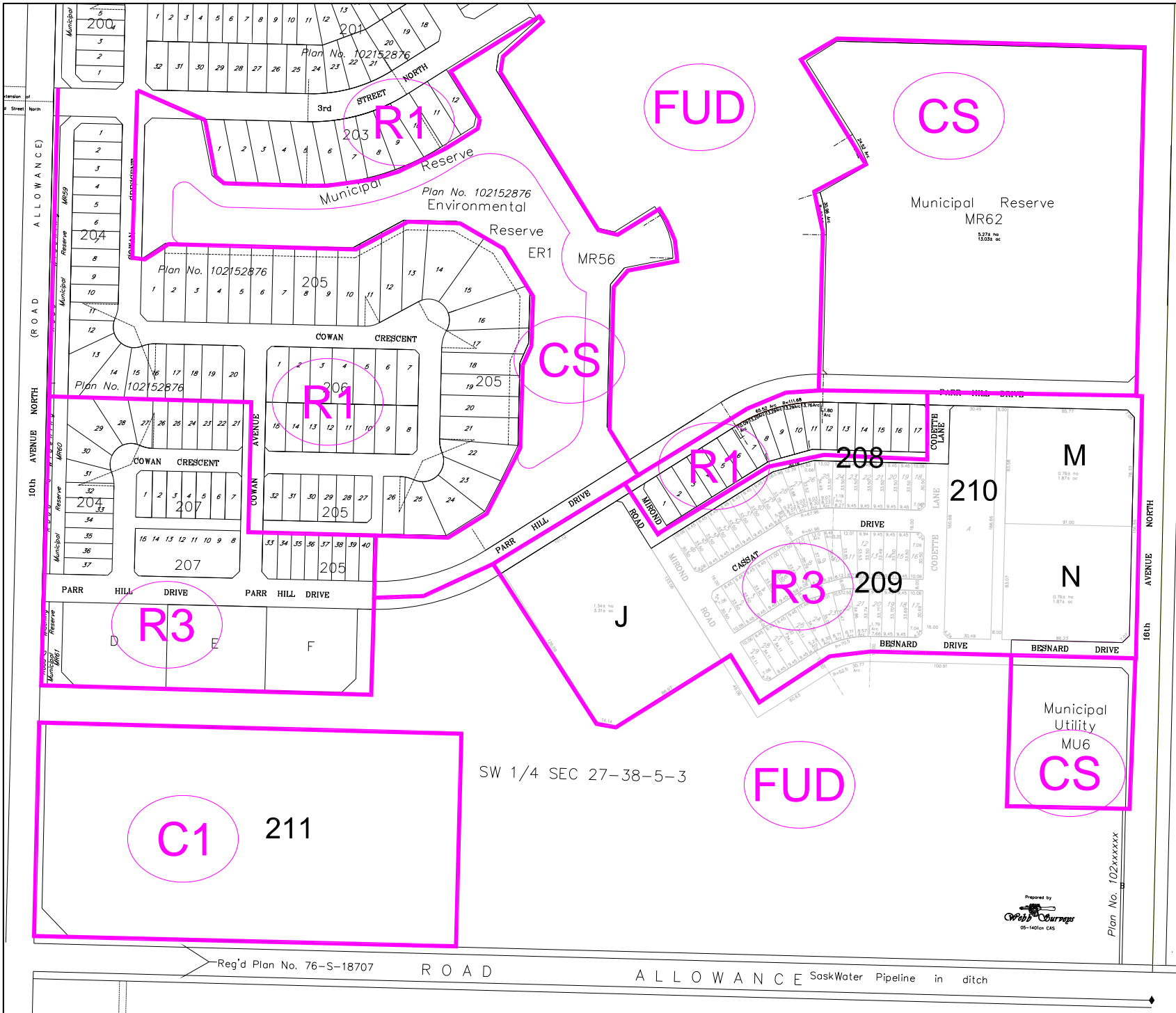
- (1) The Zoning District Map referred to in Section 7 is amended by:
 - (a) Zoning proposed Lots 1-17, Block 208 from “FUD – Future Urban Development” to “R1 Residential”.
 - (b) Zoning Proposed Lots 18-36, Block 208, Lots 1-29, Block 209 and Block 210 from “FUD Future Urban Development” to “R3 Residential”.
 - (c) Zoning Proposed Parcels J, M and N from “FUD Future Urban Development” to “R3 Residential”.
 - (d) Zoning Proposed Block 211 from “FUD Future Urban Development” to “C1 Commercial”.
 - (e) Zoning Proposed Municipal Reserve MR62 and Municipal Utility Parcel MU6 from “FUD Future Urban Development” to “CS Community Service”.
 - (f) The above area is shown in solid outline on the sketch map which is attached to and forms part of this bylaw.

This Bylaw shall come into force and take effect when adopted by Council.

Read a first time this 19th day of August, A.D. 2014
Read a second time this 16th day of September, A.D. 2014
Read a third time this 16th day of September, A.D. 2014

MAYOR

CITY CLERK



Prepared by

 05-1401.ca CAS

Plan No. 102xxxxxx

Reg'd Plan No. 76-S-18707 ROAD ALLOWANCE SaskWater Pipeline in ditch

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT
BYLAW NO. 25-2014

A BYLAW OF THE CITY OF MARTENSVILLE TO AMEND BYLAW 18-2008, KNOWN AS THE ZONING BYLAW,

The Council of the City of Martensville, in the Province of Saskatchewan, enacts to amend Bylaw No. 18-2008 as follows:

1. Section 4 General Regulations is amended by adding the following:

“4.10.11 ELEMENTARY AND HIGH SCHOOLS

The following requirements shall apply to the construction of new public and private elementary and high schools or to any addition with a design capacity of 100 or more students to an existing school.

(1) Traffic Safety

(a) Prior to the issuance of a Development Permit, the applicant shall submit a Traffic Impact Study which appropriately addresses the following:

(i) Roadway capacity and intersection capacity within the area impacted by the school including background neighbourhood traffic.

(ii) Intersection control and turning lane warrants at every intersection in the study area including access points to the school site.

(iii) Walking and cycling routes to the school site including the location and appropriate design of pedestrian and bicycle crossings to a minimum of 1 km or as directed by the City of Martensville.

(iv) The safe and appropriate provision and design of on-site parking, vehicle and bus drop-off spaces, and lay-by zones.

(2) Passenger Drop-off Spaces

(a) Public and private elementary and high schools shall provide passenger drop-off spaces in conjunction with the development of new schools or in conjunction with any addition with a design capacity of 100 or more students to an existing school.

(b) For the purposes of this section, “passenger drop-off space” means a full size parking space located on school property or if approved by the City, a full size parking space located on property within the roadway right-of-way. **In the case of schools which front on to a collector or arterial street, passenger drop-off spaces shall be located on school property and accessed by a service road or driveway.**

(c) Passenger drop-off spaces shall be provided at the rate of at least eight spaces for the first 100 students, and at least one space for each additional 100 students. The

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT

BYLAW NO. 25-2014

City may reduce the number of required passenger drop-off spaces where there are demonstrated site constraints which limit the number and location of spaces that can be provided on site and where it can be demonstrated that any drop-off spaces provided off site will be safe and adequate.

- (d) Where the calculation of drop-off spaces results in a fractional number, the number of required spaces shall be rounded off to the nearest whole number.
 - (e) Required on-site parking spaces shall not be used to satisfy the requirements for the provision of passenger drop-off spaces.
 - (f) All drop-off spaces shall be reserved and clearly marked for passenger drop-off.
 - (g) Where possible, and subject to the findings of the Traffic Impact Study, passenger drop-off spaces should be located:
 - (i) within 50 metres of a school entrance;
 - (ii) at least 3.0 metres from a driveway or marked crosswalk; and
 - (iii) at least 15 metres from any intersection.
 - (h) Passenger Drop-off Spaces shall be oriented parallel to the flow of traffic to accommodate through-movement of vehicles and to eliminate the need for backing or significant turning movements.
- (3) Site Development
- (a) School sites shall have clearly defined pedestrian walkways between the sidewalk and building entrances. In order to direct the movement of students to safe pedestrian crossings and separated from vehicular dominated areas, school site designs shall include distinguishing features (including but not limited to fencing, landscaping, etc.) between all pedestrian/play areas and vehicular areas. This would include but not be limited to parking lots, frontage or flanking streets, and drop off areas. If fencing is used, it must be a minimum of 1.2m in height, non-climbable and consistent with the principals of Crime Prevention Through Environmental Design. If landscaping features are used to meet these criteria, the minimum plantings must be in conformity to the Commercial and Dedicated Lands Landscaping Policy 79-2011.
 - (b) School sites shall be appropriately landscaped in a manner consistent with the requirements contained in this Bylaw.
 - (c) Adequate bicycle parking facilities shall be provided on-site.
- (4) Garbage and Waste Material Storage

CITY OF MARTENSVILLE
ZONING BYLAW AMENDMENT

BYLAW NO. 25-2014

- (a) Garbage and waste material storage shall be provided on site in a location which is safe and appropriately separated from pedestrian crossings and student play areas.
- (b) Garbage and waste material storage shall be visually screened by a solid wall or fence at least 1.8 metres in height which shall be designed in a manner to be inaccessible to students.”

This Bylaw shall come into force and take effect when adopted by Council.

Read a first time this 16th day of September, A.D. 2014

MAYOR

CITY CLERK

CITY OF MARTENSVILLE
WATER AND SEWER UTILITY ADMINISTRATION AMENDMENT
BYLAW NO. 26-2014

A BYLAW OF THE CITY OF MARTENSVILLE TO AMEND THE WATER AND SEWER UTILITY ADMINISTRATION BYLAW NO. P19-93.

The Water and Sewer Utility Administration Bylaw No. P19-93 is amended as hereinafter set forth:

(a) Part III - Consumer Utility Account Administration

Delete: Section 5 (c) LIEN ON PROPERTY:

(i) If any utility rates or charges for premises owned by the consumer are in arrears, that amount, including interest, may be added to and thereby forms part of the property taxes for the land or building with respect to which the utility service was provided.

(ii) Unpaid charges for a utility service provided by a public utility to rented or leased premises that are in arrears may be added to and thereby form a lien against the parcel of land with respect to which the utility service was provided from the date it is added to the tax roll.

Add: Section 5(c) LIEN ON PROPERTY:

Unpaid charges for a utility service provided by a public utility whether the service was supplied to the owner or a tenant of the land or building that are in arrears, may be added to and thereby form a lien against the parcel of land with respect to which the utility service was provided from the date it is added to the tax roll.

(b) By deleting Appendix "3" and substituting Appendix "3" as attached to and forming part of this Bylaw.

(c) This Bylaw shall come into force and take effect on January 1, 2015.

Read a first time this 16th day of September, 2014.

Read a second time this 16th day of September, 2014

Read a third time and adopted this 16th day of September, 2014

MAYOR

CITY CLERK

**CITY OF MARTENSVILLE
 WATER AND SEWER UTILITY ADMINISTRATION BYLAW NO. P19-93
 APPENDIX "3"**

APPLICATION FOR WATER AND SEWER UTILITY SERVICES

DEPOSIT	MOVE IN: _____	NEW ACCOUNT# _____
REFUND	MOVE OUT: _____	OLD ACCOUNT# _____
TRANSFER	COMPANY	INDIVIDUAL JOINT

ACCOUNT NAME: _____
 Note: the account deposit will be held in this name.

ADDITIONAL NAMES: _____

NEW CIVIC ADDRESS: _____ FORMER ADDRESS: _____

MAILING ADDRESS: _____

CONTACT NUMBERS: HOME: _____ CELL: _____

OTHER CONTACT: NAME: _____ NUMBER: _____

OWN HOME RENT HOME RENT FROM: _____

I HEREBY AUTHORIZE THE CITY OF MARTENSVILLE TO FORWARD A COPY OF THE MONTHLY UTILITY STATEMENT TO THE REGISTERED OWNER OF THIS PROPERTY:

SIGNATURE(S): _____

DEPOSIT REQUIRED
(5/8) \$90.00 RECEIPT # _____
(3/4) \$115.00 RECEIPT # _____
Renter \$250.00 RECEIPT # _____
CONNECTION FEE \$25.00

APPLICATION DATE: _____

PHONED

CITY INITIAL: _____

OFFICE USE ONLY:

New Home _____	Sent for Read _____	Read on Route _____
New Move in _____	Transfer Deposit _____	Paid Connection _____
New Vacant _____	Paid Meter Deposit _____	Final Bill _____
Was Vacant _____	Paid Trailer Deposit _____	File _____
Install Date _____	Meter ID# _____	Garbage Bin# _____

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

A Bylaw to regulate smoking in the City of Martensville.

WHEREAS it is desirable for the protection, promotion and preservation of health of the residents of the City of Martensville for Council to regulate and prohibit smoking within city facilities, parks, playgrounds and sport fields in the City;

AND WHEREAS Council has consulted with the Saskatchewan Lung Association & Heart and Stroke Foundation;

The Council of the City of Martensville enacts as follows:

TITLE

1. This Bylaw may be cited as "Smoking Regulation Bylaw No.27-2014"

DEFINITIONS

2. In this Bylaw:

- a) "city facilities" means all city owned, operated and leased facilities;
- b) "common areas" means lobbies, foyers, stairwells, hallways, elevators, corridors, cloakrooms, amenity areas, washrooms, food seating areas and other public areas of a city facility building;
- c) "customer service area" means a partially enclosed or unenclosed area, including a balcony or patio that is part of or connected to or associated with a city facility or premises that includes the service of food or alcoholic drinks to customers or other persons for consumption on site;
- d) "leased land/space" means land or space that is owned by the city and leased to another party;
- e) "licensed premises" means any of the following places or premises:
 - (i) the portion of an enclosed public place or premises for which a restaurant permit, tavern permit or special use permit has been issued pursuant to the Alcohol and Gaming Regulation Act, 1997;
 - (ii) the portion of a tent or other portable shelter used in connection with a community event that is open to the public or to which the public is customarily admitted or invited and for which a permit or an endorsement or extension to an existing permit has been issued pursuant to The Alcohol and Gaming Regulation Act, 1997;
- f) "nicotine delivery device" means any product which when smoked causes nicotine to permeate the environment without restriction, and includes electronic nicotine devices such as e-cigarettes;

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

g) "outdoor seating area" means an outdoor area or structure commonly referred to as a patio, deck, terrace or rooftop, whether enclosed or not, that is open to the public or to which the public is customarily admitted or invited that is operated as part of a restaurant or licensed premises, but does not include an outdoor area or structure made available by a restaurant or licensed premises if:

- (i) there is no seating of any kind provided in the area or in the structure;
- (ii) there is no service of any kind provided in the area or in the structure, and
- (iii) there is no food or drink permitted in the area or in the structure at any time;

h) "parks" means any open green space that is used for the enjoyment of the public for both passive and active recreational activities, which may have facilities for rest or recreation;

i) "playground" means an outdoor area for children to play on;

j) "restaurant" means any of the following places or premises:

- (i) an enclosed public place or premises for which a public eating establishment license has been issued pursuant to The Public Health Act, 1984; or
- (ii) the portion of a tent or other portable shelter used in connection with a community event that is open to the public or to which the public is customarily admitted or invited and for which a temporary food service license has been issued pursuant to The Public Health Act. 1984;

k) "sidewalk cafe" means an outdoor area, located on a public sidewalk, to which members of the general public are invited or permitted access and which abuts and is operated as part of a restaurant;

l) "smoke" or "smoking" means to inhale, exhale, burn, or carry a lighted cigarette, cigar, pipe, or other lighted smoking equipment that burns tobacco or other substance;

m) "sports field" means a field used for outdoor games or activities;

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

DUTY OF ADMINISTRATION AND ENFORCEMENT

3. The intent of this Bylaw is to set standards in the general public interest, and not to impose a duty on the city or its employees to enforce its provisions, and:

- (a) a failure to administer or enforce its provisions, or the incomplete or inadequate administration or enforcement of its provisions, does not give rise to a cause of action in favour of any person;

BAN ON SMOKING

4.1 A person must not smoke or use a nicotine delivery device:

- (a) in any city owned, operated or leased facility;
- (b) within any city playground or within 10 (ten) metres of the perimeter of any playground;
- (c) within 10 (ten) metres of recreational activity area or facility within a city park;
- (d) within 10 (ten) metres of the perimeter of any city sports field including bleachers;
- (e) on bleachers, in dugouts or within 10 (ten) metres of playground at Martensville Slo-Pitch Facility;
- (f) within 6 (six) metres measured on the ground from a point directly below any point of any opening into any city building including any door or window that opens or any air intake;
- (g) within 10 (ten) metres of the perimeter of a customer service entrance area at city owned, operated or leased facilities or designated special events (Buster Days, Canada Day, Winter Festival) ;
- (h) in any restaurant, licensed premises including outdoor seating area, deck, and patio or sidewalk cafe if service is provided;

SIGNS BANNING SMOKING

5. Signs indicating banning of smoking must display, or ensure the display of a sign at all times:

- (a) at each entrance to each city facility, park, playground and sports field or customer service area or to where Section 4 prohibits smoking, stating:

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

NO SMOKTNG

THIS IS A SMOKE FREE ENVTRONMENT

AND

(b) on each exterior wall of a city facility or facilities that are situated on city land that is leased, where section 4 prohibits smoking stating:

NO SMOKING

**SMOKING IS PROHIBITED WITHIN SIX METRES OF OPENINGS INTO THIS
BUILDING**

INCLUDING DOORS AND WINDOWS THAT OPEN AND ANY AIR INTAKE.

SIGN REQUIREMENTS

6. All signs referred to in section 5 must:

(a) include the text "Clty of Martensville No Smoking Bylaw" in letters not less than one quarter of the height of all other letters on the sign;

(b) display the international symbol to designate "No Smoking", or, in areas where smoking is permissible , the international symbol to designate "Smoking Permitted", which symbol must occupy at least 25% of the size of the sign;

(c) consist of at least two contrasting colours, except that if the lettering is on a clear panel then the lettering must contrast to the colour of the background;

(d) be at least 30 cm by 15 cm;

(e) be clearly visible;

CONDITION OF SIGNS

7. A person must not remove, alter, conceal, deface or destroy any sign required under this Bylaw.

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

NOTICE OF VIOLATIONS

8. An inspector or official of the City, or a Bylaw enforcement officer, may give notice to any person ordering or directing that person to:

(a) discontinue or refrain from doing anything that contravenes this Bylaw; or

SERVICE OF NOTICE

9. An inspector or official of the city, or a bylaw enforcement officer, may serve a notice under this Bylaw;

(a) by mailing it by registered post to an owner who is the addressee of the notice at the address of the owner shown on the real-property assessment roll prepared pursuant to the Assessment Act;

(b) by handing it to the person who is the addressee of the notice; or

(c) if the notice refers to real property, by posting it on the real property.

OFFENCES UNDER BYLAW

10. A person who:

(a) violates any provision of this Bylaw, or does any act or thing which violates any provision of this Bylaw, or suffers or allows any other person to do any act or thing which violates any provision of this Bylaw;

(b) neglects to do or refrains from doing anything required to be done by any provision of this Bylaw; or

(c) fails to comply, suffers or allows any other person to fail to comply, with an order, direction, or notice given under any provision of this Bylaw;

is guilty of an offence against this Bylaw, and liable to the penalties imposed under Section 11 and Section 12.

FINE FOR OFFENCE

11. Every person who commits an offence against this Bylaw is punishable on conviction by a fine of not less than \$100.00 and not more than \$2,000.00 for each offence, except that a person who commits an offence under Section 10.c. of this Bylaw is liable of a fine of not less than \$500.00 for each offence.

CITY OF MARTENSVILLE
SMOKING REGULATIONS BYLAW
BYALW NO. 27-2014

FINE FOR CONTINUING OFFENCE

12. Every person who commits an offence of continuing nature against this Bylaw is liable to a fine not exceeding \$50.00 for each day such offence continues.

REPEAL

13. Municipal No Smoking Bylaw No. 3-2005 and all amendments are hereby repealed.

SEVERABILITY

14. If any section or lesser portion of this Bylaw is held to be invalid by a Court, such invalidity shall not affect the remaining portions of the Bylaw.

EFFECTIVE DATE

15. This Bylaw shall come into force and take effect when adopted by Council

Read a first time this 16th day of September, 2014

Read a second time this 16th day of September, 2014

Read a third time this 16th day of September, 2014

MAYOR

CITY CLERK