

CITY OF MARTENSVILLE  
REGULAR COUNCIL MEETING 10-2018  
TUESDAY JUNE 19, 2018  
MINUTES

**PRESENT:** Mayor Kent Muench, Deputy Mayor Tyson Chillog, Councillors Darren MacDonald, Mike Cox, Deb McGuire, Bob Blackwell, City Manager Scott Blevins, , Community Economic Development Manager Dillon Shewchuk, Director of Recreation & Community Service Dave Bosch, Director of Corporate Services Leah Sullivan, Acting Director of Planning Bonnie Gorelitz, Acting Director of Infrastructure Matt Gruza

**REGRETS:** Councillor Jamie Martens, City Clerk Carla Budnick

**LOCATION:** Council Chambers

**RECORDING SECRETARY:** Finance Clerk Martha Krahn

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

RES: #105/06192018 (McGuire/MacDonald)

**AGENDA**

**“That we adopt the agenda dated June 19<sup>th</sup>, 2018”**

**CARRIED**

Mayor Muench acknowledged Henry Alfred Baycroft who passed away on June 6<sup>th</sup>, 2018. While living in Martensville, from 1966 to 1978, Baycroft served as both Mayor and councillor. On behalf of City Council and the residents of Martensville paid his respects to Baycroft and his family.

RES: #106/06192018 (Cox/Blackwell)

**MINUTES – JUNE 5<sup>th</sup>, 2018**

**“That we accept the minutes of the Regular Council Meeting No. 9-2018 dated June 5<sup>th</sup>, 2018.”**

**CARRIED**

RES: #107/06192018 (McGuire/MacDonald)

**COMMITTEE OF THE WHOLE – JUNE 12, 2018**

**“That we accept the Committee of the Whole minutes dated June 12<sup>th</sup>, 2018.”**

**CARRIED**

RES: #108/06192018 (Chillog/MacDonald)

**MANAGERS REPORT**

**“That we accept the Managers Report dated June 19<sup>th</sup>, 2018”**

**CARRIED**

CITY OF MARTENSVILLE  
REGULAR COUNCIL MEETING 10-2018  
TUESDAY JUNE 19, 2018  
MINUTES

RES: #109/06192018 (Blackwell/Cox)

**EXPENDITURE APPROPRIATION**

**“That we authorize Expenditure Appropriation No. 10-2018, in the amount of \$917,823.31 as attached hereto and forming part of the minutes.”**

**CARRIED**

RES: #110/06192018 (Cox/McGuire)

**2018 TAX ABATEMENT – LOT 2 BLOCK 100 PLAN 102066229**

**“That we approve the abatement of 2018 taxes in the amount of \$5,968.72 for properties listed as attached hereto and forming part of these minutes.”**

**CARRIED**

RES: #111/06192018 (Blackwell/MacDonald)

**MARTENSVILLE CURLING CLUB ADVERTISEMENT**

**“That Council approve the allocation of \$2,000 in the 2018 Budget for Tier One Advertising at the Martensville Curling Club out of the Council Public Relations Account; and further that Council has the option to budget \$1,500 annually thereafter for ice advertising.”**

**CARRIED**

RES: #112/06192018 (McGuire/Cox)

**POLICIES & PROCEDURES**

**“That we adopt Policy #98/18 Block Party Permit, #97/18 Parks Special Events Permit and the amendments to policy #61/82 Special Events Permit.”**

**CARRIED**

RES: #113/06192018 (McGuire/Cox)

**CUPE LOCAL 2582, 2017-2019 AGREEMENT**

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

**CARRIED**

RES: #114/06192018 (McGuire/MacDonald)

**BYLAW NO. 7-2018 (FIRST READING)**

**“That Bylaw 7-2018, being a Vehicle for Hire Bylaw, be read for the first time.”**

**CARRIED**

CITY OF MARTENSVILLE  
REGULAR COUNCIL MEETING 10-2018  
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**DISCUSSION ITEMS**

**A) RFD – Business License Bylaw**

Acting Director of Planning Gorelitz reviewed proposed updates to the Business License Bylaw which would allow mobile food bicycle carts in select areas of the City with a separate license fee from motorized mobile food vendors. Other proposed changes include updating the term “taxi” to “vehicle for hire” in applicable sections of the bylaw. The proposed changes will be brought forward at a future Council meeting.

RES: #115/06192018 (Cox/MacDonald)

**ADJOURN**

**“That we adjourn this meeting at 5:27 P.M.”**

**CARRIED**

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

Pay Date: 06-Jun-2018 to 19-Jun-2018

Cheque #	Supplier Name	Amount
36084	ISA PRAIRIE CHAPTER C/O KEITH ANDERSON	\$ 199.50
36085	QUIRING, KRISTIN	\$ 1,234.28
36086	CHORNEY, BROOKLYN	\$ 400.00
36087	KEWISTEP, GIBLERT	\$ 75.00
36088	LEE, MARY	\$ 75.00
36089	DE LAGE LANDEN Financial Serices Canada Inc	\$ 462.11
36090	PITNEY BOWES - LEASE	\$ 2,199.07
36091	101148963 SASKATCHEWAN LTD.	\$ 77.44
36092	101148963 SASKATCHEWAN LTD.	\$ 81.48
36093	102051721 SASK LTD	\$ 9,856.80
36094	AIR LIQUIDE CANADA INC	\$ 39.25
36095	AQUIFER DISTRIBUTOR LTD	\$ 528.90
36096	ATS TRAFFIC SASKATCHEWAN	\$ 601.99
36097	AUTOMATED METAL PROCESSING LTD	\$ 610.54
36098	BAZAAR & NOVELTY	\$ 44.29
36099	BOLBAS, NAIRA	\$ 163.17
36100	BOSCH, BRANDON	\$ 100.00
36101	BOSCH, VAL	\$ 420.00
36102	BRANDT TRACTOR LTD	\$ 428.25
36103	BRESSERS, LARRY	\$ 8.44
36104	BUILDTECH	\$ 14,311.39
36105	CAMPBELL, CRYSTAL	\$ 55.00
36106	CANGARD SECURITY SYSTEMS	\$ 143.19
36107	CARTER CONSTRUCTION INC.	\$ 61.48
36108	CATTERALL & WRIGHT	\$ 364.88
36109	CERTIFIED LABORATORIES	\$ 2,462.21
36110	CLEARTECH INDUSTRIES INC	\$ 697.15
36111	CTC#912	\$ 1,136.18
36112	DICK, NATALIE	\$ 379.66
36113	DIEHL, ADAM AND HNATYSHYN-MACDONALD, TYLA	\$ 95.80
36114	DIGITEX.CA	\$ 240.57
36115	DMYTRIW, KAYLA AND LOCHERT, TISHA	\$ 40.94
36116	DUTCH GROWERS GARDEN CENTER LTD.	\$ 197.57
36117	EDDY, YVONNE AND EDDY, DOUGLAS	\$ 113.10
36118	EHRENBURG HOMES LTD	\$ 83.22
36119	ENS, MELANIE	\$ 100.00
36120	ENVIROWAY DETERGENT MFG.	\$ 444.00
36121	EQUINOX ENVIRONMENTAL PRODUCTS	\$ 3,018.75
36122	ERIKS INDUSTRIAL SERVICES	\$ 32.27
36123	ESSENTIALLY FITNESS	\$ 168.00
36124	EXPERT LOCKSMITHS LTD	\$ 188.70
36125	FOWLER, KYLE	\$ 155.69
36126	GADDESS, DAVID AND VANDERWOUDE, SARAH	\$ 105.28
36127	GFL ENVIROMENTAL INC	\$ 682.18
36128	GILLECTRIC CONTRACTING LTD	\$ 291.38
36129	GOODLAD, JORDAN	\$ 12.12
36130	GRAND&TOY	\$ 1,007.91
36131	GREATER SASKATOON CATHOLIC SD#20	\$ 10,483.82
36132	HANSON, TRAVIS AND HANSON, CHANTELE	\$ 24.63
36133	HBI OFFICE PLUS INC.	\$ 56.16
36134	HECK, MURRAY	\$ 82.74
36135	IAN THAYER	\$ 1,865.91
36136	IRON MOUNTAIN CDA OPERATIONS ULC	\$ 309.65
36137	J.T. SPRINKLER SYSTEMS LTD	\$ 674.89
36138	JAG JASON'S AUTO GLASS PLUS	\$ 532.80
36139	JANZEN, MARY-LOU	\$ 44.68
36140	JAY'S GROUP OF COMPANIES	\$ 273.02
36141	KABO HOMES LTD	\$ 74.70
36142	L & W FUN AND FABRICS	\$ 22.20
36143	LAKESHORE TREE FARMS LTD.	\$ 1,082.97
36144	LASER IMPRESSIONS INC	\$ 505.05
36145	LAXDAL, JACOB	\$ 192.90
36146	LEANNE NYIRFA COMMUNICATIONS	\$ 2,100.00
36147	LISTOWEL TROPHIES LTD	\$ 94.79
36148	LORAAS DISPOSAL SERVICES	\$ 65,394.25
36149	LUX OVERHEAD DOOR	\$ 90.97
36150	MARTENSVILLE FIREFIGHTER ASSOCIATION	\$ 7,000.00
36151	MARTENSVILLE RENTAL CENTER	\$ 25.53
36152	MEIDL HONDA	\$ 88.13
36153	MEPP	\$ 19,378.54
36154	MINISTER OF FINANCE	\$ 50.00
36155	NAGY, NEIL AND NAGY, TERRAI	\$ 63.00
36156	NEMETH, MICHAEL AND KRIEGER, KAYLIE	\$ 66.26
36157	NEW HORIZONS CENTRE	\$ 2,464.20

Cheque #	Supplier Name	Amount
36158	NIEZNALSKA, KAROLINA	\$ 53.20
36159	NORDIC INDUSTRIES (1979)	\$ 77.70
36160	NSBA	\$ 488.25
36161	OLSON, CAREY AND BALFOUR, JENNIFER	\$ 32.02
36162	PHOBIA AUTO CARE	\$ 150.14
36163	POSTMEDIA PAYMENT CENTER	\$ 114.45
36164	POWER CLEAN MOBILE WASH & DUCT CLEANING	\$ 1,349.25
36165	PRAIRIE PAVING (2006) INC	\$ 10,142.22
36166	PRINCESS AUTO LTD	\$ 697.09
36167	RANCH EHRLO SOCIETY	\$ 650.00
36168	REDHEAD EQUIPMENT LTD	\$ 677.66
36169	RUSSELL HENDRIX FOODSERVICE EQUIPMENT	\$ 29.89
36170	SASKATCHEWAN RESEARCH COUNCIL	\$ 725.56
36171	SASKATOON CO-OP ASSOC LTD	\$ 14.80
36172	SASKATOON FASTPRINT LP	\$ 2,960.12
36173	SHELLITO, GARTH	\$ 28.00
36174	SHEWCHUK, DILLON	\$ 62.06
36175	SINCLAIR SUPPLY LTD	\$ 315.11
36176	SPORTBALL NORTH SASK	\$ 440.00
36177	STOCKDALES ELECTRIC MOTOR CORP	\$ 766.80
36178	SULLIVAN, LEAH	\$ 246.56
36179	SUMA	\$ 177.59
36180	SUNBELT RENTALS INC	\$ 815.31
36181	SUNCORP VALUATIONS LTD	\$ 6,237.00
36182	TENNIS SASKATCHEWAN	\$ 125.00
36183	TR PETROLEUM LTD	\$ 1,161.64
36184	TR PETROLEUM MARTENSVILLE INC.	\$ 6,837.58
36185	TRIOD SUPPLY (NB) LTD	\$ 1,504.05
36186	TYLER, ADAM	\$ 75.00
36187	VALLEY TRENCHING	\$ 4,852.92
36188	VINTAGE IRON COACHWERKS	\$ 106.30
36189	WHITESIDE, DAKOTA	\$ 150.00
36190	XEROX CANADA LTD.	\$ 560.10
36191	GREGG DISTRIBUTORS CO	\$ 2,402.11
36192	MARTENSVILLE BUILDING & HOME SUPPLY	\$ -1,792.00
36192	MARTENSVILLE BUILDING & HOME SUPPLY	\$ 1,792.00
36193	MARTENSVILLE BUILDING & HOME SUPPLY	\$ 1,792.00
36194	CTV SASKATOON - a division of Bell Media Inc	\$ 3,691.00
36195	ECOL DIRECT	\$ 151.30
36196	HARVARD BROADCASTING INC	\$ 2,370.90
36197	LASER IMPRESSIONS INC	\$ 361.47
36198	MARTENSVILLE MESSENGER	\$ 1,186.50
36199	PRAIRIE SKY CHAMBER OF COMMERCE	\$ 148.47
36200	RAWLCO RADIO	\$ 3,780.00
36201	SASKATOON MEDIA GROUP	\$ 892.58
36202	SASK WATER CORPORATION	\$ 247,601.26
36203	SASKATOON CO-OP ASSOC LTD	\$ 390.42
36204	SASKATOON SPCA	\$ 45.00
36205	SUNBELT RENTALS	\$ 49.61
36206	SWIMMING POOLS BY PLEASUREWAY	\$ 4,372.23
36207	TOSHIBA	\$ 43.99
36308	TR PETROLEUM LTD	\$ 4,967.06
36309	VALLEY TRENCHING	\$ 388.50
36310	VALLEY WELDING	\$ 910.20
36311	WARMAN HOME CENTER	\$ 970.01
36312	WOSELEY CANADA	\$ 700.23
00254	RECEIVER GENERAL	\$ 39,129.74
00294	PRAIRIE SPIRIT SCHOOL DIVISION NO. 206	\$ 262,220.34
289	SASK POWER	\$ 45,465.93
0331	MASTERCARD COLLABRIA	\$ 89.05
0331	MASTERCARD COLLABRIA	\$ 163.40
0331	MASTERCARD COLLABRIA	\$ 264.65
2674	MASTERCARD COLLABRIA	\$ 28.86
2674	MASTERCARD COLLABRIA	\$ 52.45
3011	MASTERCARD COLLABRIA	\$ 88.47
3011	MASTERCARD COLLABRIA	\$ 500.80
3144	MASTERCARD COLLABRIA	\$ 110.95
3169	MASTERCARD COLLABRIA	\$ 449.09
PP#11	GENERAL GOVERNMENT	\$ 12,418.15
PP#11	PROTECTIVE SERVICES	\$ 3,986.41
PP#11	PLANNING & REGULATIONS	\$ 6,628.85
PP#11	RECREATION AND COMMUNITY SERVICE	\$ 43,511.81
PP#11	TRANSPORTATION	\$ 15,917.73
PP#11	WATER AND SEWER	\$ 9,722.50
PP#11	COUNCIL	\$ 0.00

**TOTAL PAID: \$ 917,823.31**

**RESOLUTION FOR ABATEMENT  
OF TAXES**

North Prairie Developments the owner/occupant of Lot 2 Block 100 Plan 102066229  
484900250 500 Centennial Drive N

The current assessed levy		The revised 2018 Assessed Levy	
Land	\$7,587,100	Land	\$7,093,000
Improvement		Improvement	\$
<b>TOTAL \$7,587,100</b>		<b>TOTAL \$7,093,000</b>	

This Abatement of taxes is requested as the said North Prairie Developments should not pay the additional taxes due in respect of the above-noted property for the 2018 year because (state the reason(s) below):

**SAMA: adjusted for lack of sidewalk and curb & gutter**

	SCHOOL	MUNICIPAL	TOTAL
Taxes levied	45,749.14 Public School 1,821.97 Separate school	1270.00 Base 44,081.05 MUN	92,922.16
Revised Levy	42,769.79 Public School 1,703.32 Separate School	1270.00 Base 41,210.33 MUN	86,953.44
Abatement (refund)	<b>2,979.35</b> Public School <b>118.65</b> Separate School	<b>2,870.72</b> MUN	<b>\$5,968.72</b>

CERTIFIED that resolution # \_\_\_\_\_ authorizing the above-noted abatement was passed by the Council of the City of Martinsville on the 19th day of June 2018.

SEAL

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY MANAGER

**Revisions to the Collective Agreement**

**Between:**

**THE CITY OF MARTENSVILLE**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2582**

**As Negotiated on May 15, 29, 30, June 28 and 29, (email of) Aug. 31,  
Sept. 13 and 14, 2017 and Jan. 8, Feb. 12 and May 22, 2018**

**Errors and Omissions Excluded.**

## MEMORANDUM OF UNDERSTANDING

**BETWEEN:**

**City of Martensville  
in the Province of Saskatchewan**

Hereinafter referred to as the “**Employer**”

**AND**

**The Canadian Union of Public Employees Local 2582  
Chartered by The Canadian Union of Public Employees**

Hereinafter referred to as the “**Union**”

**WHEREAS the Employer and Union have concluded collective bargaining the parties hereby agree to incorporate the following changes with the exception of the Note: in Article 19.08 into the collective agreement that expired on December 31, 2016.**

**AND WHEREAS the Union will recommend this package to form the basis of settlement to its Members and the Employer Committee will recommend this package to form the basis of settlement to City Council;**

**THEREFORE, subject to ratification, the parties mutually agree as follows:**

### **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 **Corporate Services**~~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. (Agreed May 15/17)

### **ARTICLE 3 – DEFINITIONS - NO DISCRIMINATION**(Agreed Sept.14/17)

3.01 "Permanent Employee" subject to probation provisions, "permanent employees" shall be defined as an employee holding a position which has been posted **and recognized by the Employer** as a permanent position. (Agreed Sept.14/17)

**3.02 "Permanent Full-time Employee" shall be defined as an employee who has been assigned a permanent full-time position, is typically scheduled to work full-time hours and has successfully completed the probationary period.** (Agreed Sept.14/17)



**3.032** "**Permanent** Part-time Employee" shall be defined as an employee who ~~occupies a~~ **has been assigned a permanent part-time position, who is typically scheduled to work less than full-time hours and has successfully completed the probationary period.** ~~or who is either on an availability list or a call-in list, and who is subject to the required probationary period.~~ (Agreed Sept.14/17)

**3.043** "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). (Agreed Sept.14/17)

**3.054** "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. (Agreed Sept.14/17)

**3.06** "**Casual Employee**" shall be defined as an employee who is either on an **availability list or a call-in list.** (Agreed Sept.14/17)

**3.07** **The terms "qualifications" or "qualified" shall be defined to include knowledge, experience, ability, training and/or education as determined by the Employer.**  
(Agreed May 22/18)

**3.085** **Discrimination and Harassment:** (Agreed May 15/17 subject to title and numbering to be confirmed)

The following does not limit access to rights or provisions under ~~the Occupational Health and Safety~~ **The Saskatchewan Employment 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 **Saskatchewan Employment Act** ~~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 **Saskatchewan Employment Act** ~~Occupational Health and Safety Act~~. (Agreed May 15/17)

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.~~ (Agreed via email Aug. 31/17)

**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.~~

**Every employee who is now or later becomes a member of the union shall maintain membership in the union as a condition of the employee's employment.**

**Every new employee shall, within 30 days after the commencement of the employee's employment, apply for and maintain membership in the union, and maintain membership in the union as a condition of the employee's employment.**

**Notwithstanding paragraphs 1 and 2, any employee in the bargaining unit who is not required to maintain membership or apply for and maintain membership in the union shall, as a condition of the employee's employment, tender to the union the periodic dues uniformly required to be paid by the members of the union.** (Agreed May 29/17)

**ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES****6.02 Orientation Sessions**

**Where the Employer conducts staff orientation sessions, the Union will be provided fifteen (15) minutes during such session to make a presentation about membership in the Union.** (Agreed May 29/17)

**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 **up to** three (3) other Union members. (Agreed May 29/17)

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### 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)~~ **fourteen (14)** 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. (Agreed Sept. 13/17)

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 within two (2) fourteen (14) calendar days of the date it was submitted, the grievance will be put in writing and submitted in Step 2. (Agreed Sept. 13/17)

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.~~ **The City Manager shall hear the appeal within fourteen (14) calendar days after it has been filed with him and shall give his decision within three (3) consecutive working days after the conclusion of the hearing.** Failing settlement at Step 2 ~~such meeting~~, the grievance may be submitted at Step 3. (Agreed Sept. 13/17)

STEP 3: Either party may refer the grievance to Arbitration by giving written notice to the other party of their intentions to do so **within thirty (30) days of the Step 2 decision.** ~~under Clause (b) below:~~ (Agreed Sept. 13/17)

- a) ~~Except in Step 1, time limits for proceeding or answering will be thirty (30) working days.~~ The Arbitration Board shall be established in accordance with ~~the~~ ***The Saskatchewan Employment Act*** 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. (Agreed May 15/17)

### 8.04 Amending of Time Limits:

The time limits fixed in both the grievance and arbitration procedure may be extended by **written** consent of the parties to this Agreement. (Agreed May 29/17)

## **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. (Agreed Sept.14/17)

### 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. (Agreed May 29/17)

### 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 **twelve (12) months** ~~two (2) years~~. (Agreed May 29/17)

## **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, **and** the Employer **determines the vacancy will be filled it** 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.~~**

(Agreed May 22/18)

### 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.~~

2) **Notwithstanding 1), promotions or transfers to any supervisory positions within the scope of the bargaining unit shall be at the sole discretion of the Employer.**

3) If the appointment is not made, the Union will be advised.

(Agreed May 22/18)

## **ARTICLE 12 – LAYOFFS AND RECALLS**

### 12.03 Notice of Lay-off

Notice of lay-off shall be in accordance with ~~the~~ *The Saskatchewan Employment Act Subdivision 12* ~~Labour Standards Act 1978 Chapter L-1 as amended.~~ (Agreed May 15/17)

## **ARTICLE 13 - HOURS OF WORK**

### 13.01 1) Regular ~~Daily~~ Hours

**Clerical & Custodian** – Staff will receive 15 Flex EDO's per year and must use 7 of them prior to July 1<sup>st</sup> 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.

(Agreed May 30/17)

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.~~ (Agreed May 30/17)

EDOs are not applicable to less than full time **permanent** employees **unless otherwise scheduled.** (Agreed Sept. 14/17)

### 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 **prior** employer approval. (Agreed May 29/17)

#### **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. **All overtime must be authorized by the Director or designate prior to being worked.** (Agreed May 29/17)

- 14.08 Employees who are required to work extended overtime periods (i.e. in excess of four (4) 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 *The Saskatchewan Employment Act* 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. (Agreed May 15/17)

#### **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.~~ (Agreed Jan.8/18)

##### 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.~~

**Employees, claiming sick pay under the provisions of this agreement, shall be required to complete and sign an absence report for each occurrence. Employees absent from work through illness for a period exceeding three (3) consecutive working days, or upon the request of the City may be required to produce a medical certificate, signed by a duly qualified medical practitioner, certifying the employee was unable to perform their duties during the period for which the claim is made due to personal illness** (Agreed Sept. 14/17)

#### **ARTICLE 18 - LEAVE OF ABSENCE**

##### 18.04 Paid Leave for Bereavement and Serious Illness: (Agreed May 29/17)

- a) An employee shall be granted ~~a minimum of~~ **up to** 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~~ **up to** 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 **(6)** month period. (Agreed Sept.14/17)  
 Serious illness shall be defined as an emergent or life-threatening situation. While respecting privacy, the Employer may request confirmation of the emergent situation.

**Subject to prior written approval from the City Manager, Two (2) additional days may be granted where travel outside the province is necessary or for other extenuating circumstances.** (Agreed May 29/17)

#### 18.06 Parental Leave

##### b) **Length of Maternity/Parental/Adoption Leave:**

~~Maternity/Parental/Adoption Leave shall be granted for a period of up to fifty-two (52) weeks, without pay in accordance with the applicable legislation. 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.~~ (Agreed Sept.14/17)

##### 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)~~ **four (4) 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.  
 (Agreed May 29/17)

##### ~~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.~~ (Agreed Sept.14/17)

- 18.10 Employees upgrading their qualifications ~~may~~ **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 approved **at least two (2) days in advance by the Director or designate** and ~~will not be unreasonably withheld.~~ (Agreed May 29/17)

## **ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES**

#### 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. (Agreed Sept.14/17)

- 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.~~ (Agreed Sept.14/17)
- e) ~~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.~~ (Agreed Sept.14/17)

19.08 Shift Differential:

- a) A shift differential ~~in accordance with Schedule "A"~~ **of \$2.00 per hour** shall be paid **to permanent and aquatic centre employees** 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.

(Agreed May 22/18)

**Note: On a without precedent/prejudice basis the parties agree that retroactively and for the duration of this agreement while appointed to a full-time temporary Recreation Facility Operator position, Chase Chorney shall be eligible for and paid shift differential.**

(Agreed May 22/18)



## **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.~~

**Eligibility for participation and rates of contribution will be in accordance with the provisions of the Municipal Employees Pension Plan and Canada Pension Plan.**

(Agreed May 29/17)

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, **and** Sports Centre ~~and other facilities constructed during the term of this agreement.~~ (Agreed via email Aug. 31/17)

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 24 - UNIFORM AND CLOTHING ALLOWANCE**

The Employer shall ~~develop~~ **maintain** a Letter of Understanding **Policy** on supplying appropriate quantities of approved work clothing. **It is the responsibility of every employee to wear or use safety equipment and to comply with all safety regulations and policies.**

### 24.01 a) **Safety Shoes Footwear and Clothing:**

The Employer will provide employees **who are required to wear CSA approved safety footwear** with a safety shoe allowance as follows:

- Permanent employee: \$200.00 **at the start of their employment and then annually thereafter on January 1;**
- Non-permanent employee \$ 100.00 annually **per calendar year.**

~~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 **up to a maximum of \$400.00** may be carried forward for reimbursement of future safety shoe purchases. Permanent employees may overdraw their safety shoe allowance by one year's credit amount, however such overdraw may be recovered by the Employer from any final payments to the Employee upon termination of employment.

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

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) **Upon presentation of receipt, the Employer shall provide each Lifeguard up to one hundred (\$100.00) per calendar year for the purchase of a swimsuit. The Aquatic Manager shall set the criteria and standards for the swimsuits.**  
Safety Clothing

~~Protective clothing shall be supplied in accordance with Protective Clothing Policy #80/11.~~ (Agreed June 29/17)

**ARTICLE 28 – TERM OF AGREEMENT**

28.01 Duration

This agreement shall be binding and remain in effect from January 1, **2017** to December 31, **2019**, 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 **sixty (60) ~~thirty (30)~~** days and not more than **one-hundred and twenty (120) ~~sixty (60)~~** days prior to the expiry date of this agreement.  
(Agreed May 15/17 and May 22, 2018)

**SCHEDULE “B”**

(Agreed via email Aug. 31/17)

**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:

**SUMA core benefits plan will be provided to eligible employees in accordance with the plan bylaws. The total premiums shall be cost shared, 50% employee paid and 50% employer paid; however, the % allocation will be adjusted so as to designate that the employee pays 100% of Long Term Disability premiums.**

Life - <b><u>Plan B</u></b>	50% - employee	50% - employer
Dependent Life - <b><u>Plan B</u></b>	50% - employee	50% - employer
ADD - <b><u>Plan B</u></b>	50% - employee	50% - employer

Short Term Disability - <b><u>Plan A</u></b>	50% employee	50% employer
Long Term Disability - <b><u>Plan D</u></b>	50% employee	50% employer

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

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

Extended Health - <b><u>Plan B</u></b>	100% employer paid
Vision	100% employer paid
Employee Family Assistance Plan	100% employer paid

**Resign amended Letter of Understanding RE: Water and Treatment Plant Checks.** (Agreed Sept. 14/17)

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 Infrastructure and Planning may schedule overtime to 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.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date \_\_\_\_\_

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

THE CITY OF MARTENSVILLE:

**New:** (Agreed Sept. 14/17)

**LETTER OF UNDERSTANDING**

Between

The City of Martensville

And

CUPE Local 2582

**RE: Averaging Hours of Work - Programming**

**Recreation Programming Employees:**

Whenever possible Employees engaged in Recreation Programming shall not work more than six (6) consecutive days and have two (2) uninterrupted days of rest in every week; however, it is understood that due to operational programming needs this schedule may not be achieved.

In such cases the Employees shall be consulted and provided a schedule to accommodate programming needs and posted as soon as reasonably possible. Employees shall be eligible for the overtime provisions as provided for in Article 13.01 2) ii).

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date \_\_\_\_\_

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

THE CITY OF MARTENSVILLE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**New:** (Agreed May 22/18)

**LETTER OF UNDERSTANDING**

Between

The City of Martensville

And

CUPE Local 2582

**RE: Administration of On-call Assignment**

The parties agree that for clarification purposes, they shall meet and develop a process as to the administration, assignment and expectations of employees scheduled for the On-call Provisions as provided for in Article 19.05.

It is further agreed that such policy/procedure shall not result in any monetary implications to the Employer.

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date \_\_\_\_\_

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

THE CITY OF MARTENSVILLE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**New:** (Agreed May 22/18)

**LETTER OF UNDERSTANDING**

Between

The City of Martensville

And

CUPE Local 2582

RE: Application of Article 11.03, 2) – Supervisory Employees

For the purposes of clarification as to the application of Article 11.03, 2) the parties agree that the Employer’s sole discretion in the application of promotions and transfers to supervisory positions within the scope of the bargaining unit shall be limited to the following positions:

- Aquatic Manager
- Finance Clerk
- Recreation Program Supervisor
- Facility Maintenance Supervisor
- Roadways Foreman
- Uncertified and/or Certified Water & Sewer Foreman
- Recreation Parks Foreman
- Public Works Superintendent

This Letter of Understanding shall be effective for the term of the collective bargaining agreement between the parties (until a new agreement is negotiated) and shall expire at the end of the term unless otherwise negotiated or extended.

AGREED this Date \_\_\_\_\_

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

THE CITY OF MARTENSVILLE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOTE: It was mutually agreed to replace ALL reference to the previous legislation with current and applicable legislation wherever it appears in the collective agreement.**

**That the Letter of Understanding Re: EDO Implementation be deleted in its entirety**

**PAY SCHEDULES AND RATES OF PAY**

**Effective January 1, 2017 – 1.75% increase to Schedule “A” with retroactivity provided to current active employees as of the date of ratification by the respective parties as well as any employees who have retired or have deceased. Any employees not currently and actively employed as of the date of ratification will be required to contact the Employer by July 27, 2018 in order to be eligible for retroactive pay for hours worked in 2017. The Employer shall furnish the Union a list of employees not currently employed and their last known address.**

**Effective January 1, 2018 – 1.75% increase to Schedule “A” with retroactivity provided to current active employees as of the date of ratification by the respective parties as well as any employees who have retired or have deceased.**

**Effective January 1, 2019 – 1.75% increase to Schedule “A”**

**It is further agreed that this Memorandum of Understanding constitutes all of the articles agreed upon in collective bargaining by the parties.**

**IN WITNESS WHEREOF, the parties hereto have caused these presence to be executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2582**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
RECORDING SECRETARY

**CITY OF MARTENSVILLE**

\_\_\_\_\_

COUNCIL REPRESENTATIVE

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CITY MANAGER